

SPECIAL PROVISIONS (CONSTRUCTION)

FOR FEDERALLY FUNDED CONTRACTS

SP-01 DALP PARTICIPATION

- A. The Contractor is encouraged to achieve its Disadvantaged Business Enterprise Anticipated Level of Participation (DALP) of _____ percent (_____%) of the ??Firm Fixed Price ??Total Estimated Cost ??Not to Exceed (NTE) Amount.

A DALP may be assigned for each Task Order.

- B. Achievement of the DALP will be measured by the total amount paid for the work completed by the DBE.

Or if DALP is not recommended use the following

A DALP for this procurement was not recommended for participation of DBE firms because of insufficient DBE availability or lack of identified subcontract opportunities. However, pursuant to the DBE Program, if the Contractor utilizes the services of subcontractors, the Contractor is encouraged to afford maximum opportunities to DBE firms in available subcontract and supply service areas.

??FOR STATE/LOCALLY FUNDED CONTRACTS

SP-02 M/WBE PARTICIPATION

The Contractor is encouraged to meet the Voluntary Minority and Women Business Enterprise (M/WBE) Anticipated Levels of Participation (VALP) specified in the Contract Documents, and acknowledges through signing the Contract that the VALP committed to by the Contractor for the Contract is _____ percent (_____%) MBE of the Total Contract Price and _____ percent (_____%) WBE of the Total Contract Price. A firm which is both a MBE and a WBE may be credited toward either the MBE or WBE VALP, but not toward both.

Or if goal is waived use the following

The MBE/WBE VALP was waived for participation of MBE/WBE firms because of insufficient MBE/WBE availability or lack of identified subcontracting opportunities. However, pursuant to the MBE/WBE Program, if the Contractor utilizes the services of subcontractors, the Contractor is expected to afford maximum opportunities to MBE/WBE firms in all subcontractor and supply service areas. When requested by Metro, the Contractor shall submit documentation to satisfy Metro that good faith efforts were made to utilize MBE/WBE firms throughout the life of the Contract.

FOR STATE/LOCALLY FUNDED CONTRACTS

SP-03 SBE PARTICIPATION

The Contractor shall ensure that all Small Business Enterprise (DBE) requirements specified in Contract Documents shall be met, and acknowledges by signing the Contract that the SBE participation goal committed to by the Contractor for the Contract is [redacted] percent ([redacted]%) of the Total Contract Price.

Achievement of the goal shall be determined by the Work performed by SBEs. Work performed by SBEs that exceeds the established percentage above will be considered as being in excess of the established goals.

Or if goal is waived use the following

The SBE goal for this procurement was waived for participation of SBE firms because of insufficient SBE availability or lack of identified subcontracting opportunities. However, pursuant to the SBE Program, if the Contractor utilizes the services of subcontractors, the Contractor is expected to afford maximum opportunities to SBE firms in all subcontractor and supply service areas. When requested by Metro, the Contractor shall submit documentation to satisfy Metro that good faith efforts were made to utilize SBE firms throughout the life of the Contract.

SP-04 RESERVED

SP-05 PERCENTAGE OF WORK PERFORMED BY THE CONTRACTOR

The Contractor shall perform with its own organization Work amounting to at least ([redacted]) percent ([redacted]) of the Total Contract Price.

SP-06 PROSECUTION AND COMPLETION OF WORK

The Contractor shall commence performance of the Work on the date specified in the formal Notice to Proceed issued to the Contractor {for each Task Order}. The Contractor shall furnish all labor (including extra crews) and facilities and shall work such hours (including extra shifts and overtime operations) to prosecute the Work to completion in accordance with [select one] the Appendix entitled WORK COMPLETION SCHEDULE attached hereto and incorporated herein [or] Site Specific Work Plan (SSWP).

APPENDIX ?? MUST BE COMPLETED NOT APPLICABLE FOR TASK ORDER CONTRACT

SP-07 NOTICE AND SERVICE THEREOF

- A. Any Notice (e.g., Stop Notice, Preliminary Notice, etc.) except for Notices of Intent to Claim (see the Article entitled NOTICE OF INTENT TO CLAIM of the General Conditions) legally required to be given by one party to another under the Contract shall be in writing and dated. The Notice shall be signed by the party giving such Notice or by a duly authorized representative of such party.

- B. All Notices shall not be effective unless enclosed in a sealed envelope and transmitted by registered mail addressed to Metro's offices as follows:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012 - 2952

Attention: ??
Manager of Contracts
Metro ?? Line
Contract No. TBD (IFB/RFP No.)

- C. All Notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its Authorized Representative at the Worksite or by registered mail or any certifiable delivery service addressed as follows:

FOLLOWING INFORMATION WILL BE INCORPORATED AT TIME OF AWARD

?? Contractor Name#
?? Contractor Address#
?? Contractor City, State, County, Zip#

Attention: ?? Contractor Contact Person#
?? Contractor Contact Title#
Contract No. TBD (IFB/RFP No.)

- D. All Notices to the Surety, and/or any other entity and/or person, shall be enclosed in a sealed envelope and transmitted by personal delivery or by registered mail addressed as follows:

FOLLOWING INFORMATION WILL BE INCORPORATED AT TIME OF AWARD

?? Surety Name#
?? Surety Address#
?? Surety City, State, Zip#

Attention: ?? Surety Contact Person#
?? Surety Contact Title#
Contract No. TBD (IFB/RFP No.)

- E. Any Notice of changes of address shall be provided in accordance with the provisions of this Article.

SP-08

IDENTIFICATION OF CONSULTANTS

CHOOSE ONE OR MORE OF THE FOLLOWING ARTICLES AS APPLICABLE

Option 1 For EMC Designed Contracts

The Engineer, also referred to as the Engineering Management Consultant (EMC), that has been retained by Metro to provide engineering services for this Project is a Joint Venture composed of the firms of Parsons, Brinckerhoff, Quade & Douglas, Inc. (PBQD), and Daniel, Mann, Johnson, & Mendenhall (DMJM), doing business as EMC, and its successors, if any, acting directly or through properly authorized agents or Subcontractors within the scope of the particular duties delegated to them by Metro.

Option 2 For Metro Red Line-Segment 2 or Segment 3-North Hollywood (PD)

The Construction Manager (CM) that has been retained by Metro for this Project is a Joint Venture of the Ralph M. Parsons Company, De Leuw, Cather & Company; and Dillingham Construction N.A., Inc., doing business as Parsons-Dillingham, and its successors, if any, acting directly or through properly authorized agents or Subcontractors within the scope of the particular duties delegated to them by Metro. Delegation of authority to the CM shall be provided in the Article entitled AUTHORITY OF THE CONTRACTING OFFICER AND THE CONSTRUCTION MANAGER in the General Conditions.

Option 3 For Metro Red Line-Segment 3-North Hollywood (JMA)

The Construction Manager (CM) that has been retained by Metro for this Project is a Joint Venture of Jacobs Engineering Group, Inc., Mott McDonald Hatch and ACG Environments, doing business as JMA, and its successors, if any, acting directly or through properly authorized agents or Subcontractors within the scope of the particular duties delegated to them by Metro. Delegation of authority to the CM shall be provided in the Article entitled AUTHORITY OF THE CONTRACTING OFFICER AND THE CONSTRUCTION MANAGER in the General Conditions.

Option 4 For Metro Red Line-Segment 3-Eastside Extension (TBD)

The Construction Manager (CM) that has been retained by Metro for this Project is



and its successors, if any, acting directly or through properly authorized agents or Subcontractors within the scope of the particular duties delegated to them by Metro. Delegation of authority to the CM shall be provided in the Article entitled AUTHORITY OF THE CONTRACTING OFFICER AND THE CONSTRUCTION MANAGER in the General Conditions.

Option 5 For Metro Blue Line-Pasadena (MTC)

The Construction Manager (CM) that has been retained by Metro for this Project is a Joint Venture of the CRSS; STV Group; and Transmetics, Inc. doing business as Managers of Transit Construction (MTC) and its successors, if any, acting directly or through properly authorized agents or Subcontractors within the scope of the particular duties delegated to them by Metro. Delegation of authority to the CM shall be as provided in Article entitled AUTHORITY OF THE

CONTRACTING OFFICER AND THE CONSTRUCTION MANAGER in the General Conditions

Option 6 For CM Designated at NTP

The Construction Manager (CM) that has been retained by Metro for this Project will be identified by Notice to Proceed. Delegation of authority to the Construction Manager shall be provided in the Article entitled AUTHORITY OF THE CONTRACTING OFFICER AND THE CONSTRUCTION MANAGER in the General Conditions.

SP-09 INSURANCE REQUIREMENTS (RESERVED)

SP-10 CONTRACT DOCUMENTS TO BE FURNISHED BY METRO

Metro will provide the following documents to the Contractor at no expense. The Contractor shall be responsible for supplying all Subcontractors and/or themselves with additional copies of documents at their own expense.

Note: The quantities shown below are those usually required for a major contract, a smaller contract may require smaller quantities.

DOCUMENT	QUANTITY	
Conformed Contract Documents	(Except Drawings)	??10
Contract Compliance Manual	(Full Size)	??3
Construction Safety and Health Manual	(Half Size)	??7
Conformed Contract Drawings	(Full Size Sepia)	??1
Construction Insurance Specifications		??1
Disputes Review Board Procedures		??10
Policies and Guidelines on Lobbying		??10
Federal Lobbying Restrictions		??10
Geotechnical Design Summary Report		??1
Transit Bond Assistance Program Specifications and Questions and Answers		??1
Alcohol and Drug-Free Workplace Manual		??10
Labor Compliance Manual		??1
Job Development and Training Program		??1
Construction Security Manual		??7
Construction Contract Forms		??10
Environmental Summary Report		??1
Change Notice/Change Order Contract Documents	(Except Drawings)	??10
Change Notice/Change Order Contract Drawings	(Full Size)	??3
	(Half Size)	??7
	(Full Size Sepia)	??1
Reference Drawings	(Half Size)	??5

SP-11 SUBCONTRACTORS AND SUPPLIERS*

The following table lists the Subcontractors and Suppliers as listed in the Contractors bid. Subcontractor and Suppliers added as a result of a Subcontractor Substitution approved by Metro’s Board of Directors will be added to this list by Change Order.

FOLLOWING INFORMATION TO BE INCORPORATED WHEN CONTRACT IS CONFORMED

Sub-Contractor	Type of Work	License Type and No.	DBE/MBE/WBE
Name: Address: Phone:			

Supplier	Material Supplied	??DBE/MBE/WBE
Name: Address: Phone:		

SP-12 ESCROW OF BID DOCUMENTS

- A. All bidders shall submit, to the CA within forty-eight hours (48) hours after the time for receipt of Bids, one copy of all documentary information generated in preparation of the Bid prices for the subject contract and shall include the same information from all Subcontractors named in the Bid. This material is hereinafter referred to and further defined herein in sub-Article D, Format and Contents as “Escrowed Bid Documents” and shall be submitted in sealed containers and clearly marked “Escrow Bid Documents”. The Escrow Bid Documents of the successful bidder will be held in escrow for the duration of the Contract. The Escrowed Bid Documents are, and shall always remain, the property of the Contractor, subject to joint review by Metro and the Contractor. The Escrowed Bid Documents will be returned to the Contractor at such time as the Contract has been completed, final acceptance has been received, and a Notice of Completion has been filed (if required).
- B. The successful bidder agrees, as a condition of award of the Contract, that the Escrowed Bid Documents constitute all the information used in the preparation of the Bid and that no other Bid preparation information shall be considered in resolving changes or claims.
- C. The successful bidder also agrees that nothing in the Escrowed Bid Documents shall change or modify the terms or conditions of the Contract Documents. The Escrowed Bid Documents do not become part of the Contract Documents.
- D. Metro will not reproduce any of the Escrowed Bid Documents without the mutual agreement of the Contractor. Escrowed Bid Documents will be used

to assist in the negotiation of Claims and in the settlement of Claims, disputes and other contractual matters. They will not be used for bid evaluation or for evaluation or approval of the bidder's anticipated methods of construction or to assess the bidder's qualifications for performing the Work.

E. Format and Contents

Bidders may submit Escrowed Bid Documents in their usual cost estimating format; a standard format is not required. It is not the intention to cause the bidder extra work during the preparation of the Bid but to ensure that the Escrowed Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. Preparation and submittal of the Escrowed Bid Documents shall be at the sole expense of the bidder.

Escrowed Bid Documents shall be in the English language. All dimensions and measurements shall be in the English (lb./foot/sec.) system. All costs shall be identified. For Bid Items amounting to less than ten thousand (\$10,000) dollars, estimated unit cost are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect cost, contingencies, and mark-up, as applicable, are allocated. The Escrowed Bid Documents shall include all quantity takeoffs, calculations or rates of production and progress, copies of quotes from Subcontractors and Suppliers, and memoranda, narratives, add/deduct sheets and all other information used by the bidder to arrive at the prices contained in the Bid.

F. Submittal

The Escrowed Bid Documents shall be submitted by the bidder in a sealed container within forty-eight (48) hours after the time for receipt of Bids. The Container shall be clearly marked on the outside with the bidder's name, date of submittal, Contract number and title.

The Escrowed Bid Documents shall be accompanied by a certification, signed by an individual authorized by the bidder, stating that the material in the Escrowed Bid Documents constitutes all the documentary information used in preparation of the Bid and that the bidder has personally examined the contents of the Escrowed Bid Documents and has found that the documents in the container are complete.

If the Contract is not awarded to the apparent successful bidder, the Escrowed Bid Documents of the second lowest bidder to be considered for award shall be processed as described above.

Timely submission of complete Escrowed Bid Documents is a prerequisite to a Contract award. The contents thereof will not be used for the bid evaluation. Failure to provide the necessary Escrowed Bid Documents within forty-eight (48) hours after the time for receipt of bids will be sufficient cause for Metro to reject the Bid.

Escrowed Bid Documents of unsuccessful bidder(s) will be returned after award of the Contract.

G. Storage

After submittal, the bidder shall place the documents in escrow at Sanwa Bank. The cost of storage will be paid by Metro.

H. Examination After Award of Contract

The Escrowed Bid Documents shall be examined by both Metro and the Contractor, at any time deemed necessary after award of the Contract by the Contractor, to assist in settlement of claims, disputes and other contractual matters.

Examination of the Escrowed Bid Documents after award of the Contract is subject to the following conditions:

1. Metro and the Contractor shall each designate, in writing to the other and a minimum of three (3) days prior to examination, representatives who are authorized to examine the Escrowed Bid Documents. With the consent of both Metro and the Contractor, members of the Disputes Review Board or other ADR process, may examine the Escrowed Bid Documents if required to assist in the settlement of a claim.
2. Access to the Escrowed Bid Documents will take place only in the presence of duly designated representatives of both Metro and the Contractor.

SP-13

LIQUIDATED DAMAGES

CHOOSE ONE OF THE FOLLOWING ARTICLES IF APPLICABLE

Option 1 Required for Contracts

The liquidated damages for failure to complete the Work, or designated portion thereof, within the number of days indicated in the milestones, are specified in the Appendix entitled WORK COMPLETION SCHEDULE attached hereto and incorporated herein.

APPENDIX A MUST BE COMPLETED

Option 2 For use with General Conditions, Form A only if Metro Construction Committee approval obtained

Time is of the essence. If the Work and specified portions of the Work or designated portion thereof are not completed within the number of calendar days and by the dates set forth in the Appendix entitled WORK COMPLETION SCHEDULE attached hereto and incorporated herein, damage will be sustained by Metro. It is and will be impracticable or extremely difficult to ascertain the

actual damages which Metro will sustain, which may include, but are not limited to:

- A. Delays in the completion and subsequent operation of Metro's Transit System;
- B. Unreasonable inconvenience to the public;
- C. Loss of revenue;
- D. Increased costs for Contract administration; and
- E. Delays and increased costs to other Contractors.

In the event of and by reason of such delay, the Contractor shall pay liquidated damages to Metro for each day's delay or fraction thereof in completing the Work or specified portions thereof in excess of the number of calendar days beyond the dates specified in the Appendix entitled WORK COMPLETION SCHEDULE attached hereto and incorporated herein. The amount of liquidated damages for the Contract is set forth in the Appendix entitled WORK COMPLETION SCHEDULE attached hereto and incorporated herein. Metro may deduct the sum of liquidated damages from any monies due or that may become due the Contractor; or if such monies are insufficient, the Contractor or its Surety shall pay to Metro any deficiency. The accrual of liquidated damages on a portion of Work will terminate upon Substantial Completion or Beneficial Occupancy whichever occurs first. The liquidated damages specified in the Contract Documents do not include any penalties. The Contractor and Metro acknowledge that the amount of liquidated damages set forth in the Contract Documents represents a good faith estimate as to the actual potential damages Metro would incur as a result of the late completion of the Work or portions thereof. The remedies specified herein are not exclusive, and are in addition to other rights and remedies provided by law or stipulated under the Contract.

APPENDIX A MUST BE COMPLETED

SP-14 MODIFICATIONS TO THE GENERAL CONDITIONS

- A. Modify Section entitled GLOSSARY OF TERMS (GC-1) by adding the following:

Bid Pricing Forms: A comprehensive listing of specific tasks together with a specific unit of measurement and a Unit Price (Also referred to as the "BPF").

Indefinite Delivery Contract: Competitively bid, Indefinite Delivery Contract. Work is accomplished through the issuance of individual Task Orders.

Task Order: Contract prepared document for a Task Order quoting Proposal a fixed price, using Unit Prices contained in SCHEDULE, and SSWP as requested by Engineer for

AUTHORITY. The Task Order Proposal (TOC) might also contain approved.

Task Order Time: The number of calendar days, or portion thereof, allowed for completion of the Work for a Task Order, including all authorized time extensions. The date specified in the Task Order shall be the date on which the Task Order Time begins, and shall become Task Order “day number zero” for all scheduling purposes.

Task Orders: Each individual Project to be accomplished under this Contract will be through the issuance of a Task Order. Each Task Order issued will be a firm fixed priced order for accomplishing a specific task or Project based on the Unit Prices contained in the BPF. A Task Order consists of plans, drawings, permits specifications, the SSWP, Scope of Work required to complete the Work, a time duration for the completion of the Work, and Non-Prepriced Work.

Non-Prepriced Work: Refers to those units of Work that are not included in the BPF but within the general scope and intent of this Contract and, in unusual circumstances, may be negotiated into this Contract as needs arise. Such Work requirements shall be incorporated into and made a part of this Contract for the Task Order to which they pertain and may be incorporated into the BPF if determined appropriate by Metro at the base price to be mutually established. Non-Prepriced Work requirements shall be separately identified and submitted in the Task Order Proposal.

Shop Drawings: Original drawings, plans, diagrams, schedules and other data specifically prepared and submitted to Metro by the Contractor or any of its Subcontractors pursuant to the Work, showing in detail:

1. The proposed fabrication and assembly of a specific portion of the Work; and
2. The Installation (form, fit and attachment details) of a specific portion of the Work.

Shop Drawings shall include Product Data, literature and performance and test data, as appropriate.

**Site Specific:
Work Plan** Shall be determined by individual Task Orders issued hereunder. The Site Specific Work Plan (SSWP) is the complete description of Work to be provided by the Contractor under an individual Task Order. The SSWP will include documentation for a given Project. Documentation

may include a narrative description and schedule of the Work.

Unit Price: The value set by the Contractor in the BPF for a single reoccurring item of Work or group of items commonly regarded as a single entity, that is inclusive of all fundamental and incidental accosts and exclusive only at costs associated with any other Unit Price of Work.

B. Modify the Article entitled NOTICE TO PROCEED (GC-8) by adding the following:

DELETE GC-8 and replace with;

GC-8 COMMENCEMENT OF WORK

Except as specifically authorized in writing by Metro, the Contractor is not authorized to perform Task Order Work until the effective date of the Task Order, at which time the Contractor may commence Work and shall diligently prosecute the Work to completion within the time limits specified.

A. Modify the Article entitled FINAL INSPECTION AND ACCEPTANCE OF THE WORK (GC-20) as follows:

DELETE GC-20 and replace with;

GC-20 FINAL INSPECTION AND ACCEPTANCE OF TASK ORDER WORK

GC-20-A Promptly after Substantial Completion of the Work, the Contractor shall perform all Punch List Work, if any, which was not completed for purposes of Substantial Completion, and shall satisfy all of its other obligations under the Contract.

GC-20-B When the Contractor determines that the Work for a given Task Order is fully completed, including satisfactory completion of inspections, tests and documentation specified in the Contract and completion of all Work items remaining and clean-up items, the Contractor shall give Metro a written request for Acceptance of that Task Order within ten (10) working Days thereafter, specifying that the Work is completed and the date on which it was completed. Within 30 Days after receipt of the request for Acceptance, Metro will inspect the Work and will either (1) reject the request for Acceptance specifying the defective and/or uncompleted portions of the Work, or (2) accept the Task Order Work as complete and record a Notice of Completion for that given Task Order.

GC-20-C If Metro rejects the request for Acceptance, specifying defective and/or uncompleted portions of the Work, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again give Metro a written request for Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were

corrected. The foregoing procedure shall apply successively thereafter until Metro has Accepted the Task Order Work as complete and given the Contractor an executed Notice of Completion. The warranty commences upon Acceptance unless the warranty with respect to a portion of the Work has commenced earlier as a result of Beneficial Occupancy or Substantial Completion.

GC-20-D Any failure by Metro to inspect or to reject the Work or to reject the Contractor's Request for Final Acceptance as set forth above shall not be deemed to be Acceptance of the Work by Metro for any purpose nor imply Acceptance of, or agreement with, the Contractor's Request for Final Acceptance.

GC-20-E The Contractor's responsibility for injury to persons and/or property arising from its duties and obligations under the Articles entitled LIABILITY AND INDEMNIFICATION, GOODS` and WARRANTY OF WORK herein shall survive Final Acceptance.

B. Modify the Article entitled RETENTION AND ESCROW ACCOUNTS (GC-22) as follows:

DELETE GC-22-A and replace with;

Retention

Notwithstanding any other deductions allowed for by the Contract provisions, when partial payments are made under this Contract for Task Orders, ten percent (10%) of each requested and approved payment will be retained by Metro. The retainage will be released upon Acceptance of the Task Order as determined by the Engineer.

CHOOSE FROM THE FOLLOWING ARTICLE(S) AS APPLICABLE

Option 1 For use when Technical Specification 01310 "Cost/Schedule Integration System" is used

1. Metro will make progress payments monthly as the Work proceeds, based on progress as approved by the Construction Manager, in accordance with §01310, COST/SCHEDULE INTEGRATION SYSTEM of the Technical Specifications.

Monthly progress payments are contingent upon submittal and approval, by the CM, of the monthly update of the Baseline Schedule. Contractor's entire progress payment may be suspended for non-submittal, late submittal or rejection of any of the required scheduling submittals in this section. Suspension of payments will continue until the scheduling submittals in question are accepted by the CM. In accordance with the Article entitled PROGRESS PAYMENTS of the General Conditions, a suspended invoice is a rejected invoice under California Code of Civil Procedure Subdivision (a) of §685.01, and therefore, will not be subject to accrual and receipt of interest.

**Option 2 For use when Schedule of Quantities & Prices includes pay item
“Mobilization”**

2. Payment of lump sum pay item 01505.??xxx, MOBILIZATION, will be made in the following manner:
 - A. ??Ninety (??90%) percent of the lump sum price will be paid in three (3) equal amounts, as part of the first three (3) progress payments.
 - B. ??Ten (??10%) percent of the lump sum price will be paid for as part of the fourth (4th) such progress payment.

**Option 3 For use when Schedule of Quantities & Prices includes pay item
“General Requirements”**

3. Payment of lump sum pay item 01000.01, GENERAL REQUIREMENTS, will be made in the following manner:

??Thirty (??30%) percent of the lump sum price will be paid in three (3) equal amounts, as part of the first three (3) progress payments.

??Seventy (??70%) percent of the lump sum price will be paid for in equal amounts over the remaining duration of the Contract, beginning with the fourth such progress payment.

**Option 4 For use when Schedule of Quantities & Prices includes pay item
“Meetings & Submittals”**

4. In addition to the GENERAL REQUIREMENTS pay item (01000.01) above for Technical Specifications §01200.00, CONTRACT MEETINGS will be made under GENERAL REQUIREMENTS, 01000.01 in the following manner:
 - A. ??Forty-five (??45%) percent of the lump sum price will be paid in three (3) equal amounts, as part of the first three (3) progress payments
 - B. ??Fifty-five (??55%) percent of the lump sum price will be paid for in equal amounts over the remaining duration of the Contract, beginning with the fourth (4th) such progress payments.

**Option 5 For use when Schedule of Quantities & Prices includes pay item
“Quality Control”**

5. In addition to the GENERAL REQUIREMENTS pay item (01000.01) above for Technical Specifications (Part A) §01460.00, CONTRACTOR CONTROL REQUIREMENTS will be made under GENERAL REQUIREMENTS, 01000.01 in the following manner:

??Forty-five (??45%) percent of the lump sum price will be paid in three (3) equal amounts, as part of the first three (3) payments.

Fifty-five (55%) percent of the lump sum price will be paid for in equal amounts over the remaining duration of the Contract, beginning with the fourth (4th) such progress payment.

Option 6 For use in all Contract Documents

6. Delete the Article entitled INCREASED OR DECREASED QUANTITIES in its entirety and replace with the following:

Increases or decreases in the quantity of a pay item will be determined by comparing the total pay item quantity of the Work with the estimate shown for the pay item in the SCHEDULE OF QUANTITIES AND PRICES of the Compensation and Payment Provisions. If the measured quantity of a unit priced contract pay item varies more than twenty-five percent (25%) above or below the estimated quantity, an equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation in quantity, except for variations in quantity due to a change to the Contract, in which case the price adjustment will be governed by the CHANGES article. The Contractor's actual price, supported by documentation of supplier invoiced cost, shall be used to calculate the equitable adjustment of unit price (not including overhead and profit).

When the actual measured quantity of a pay item required to complete the Work is more than twenty-five percent (25%) increase from the estimate shown in the SCHEDULE OF QUANTITIES AND PRICES, an equitable adjustment shall be made, upon demand of either party, to the price of those units above one hundred twenty-five percent (125%) of the estimated quantity. However, the actual measured quantity of units up to one hundred twenty-five percent (125%) of the estimated quantity will be paid at the unit price shown in the SCHEDULE OF QUANTITIES AND PRICES.

When the actual measured quantity of a pay item required to complete the Work is less than seventy-five percent (75%) of the estimate shown in the SCHEDULE OF QUANTITIES AND PRICES, an equitable adjustment shall be made, upon demand of either party, to the price of those units below seventy-five percent (75%) of the estimated quantity of units falls between seventy-five percent (75%) and one hundred percent (100%) of the estimated quantity, the unit price paid will be the unit price shown in the SCHEDULE OF QUANTITIES AND PRICES.

The Contract line item cost will be adjusted to add profit and overhead, in an amount as agreed to between the parties, establishing the new Contractor line item price.

No compensation shall be paid in full in any case for loss of anticipatory profits or consequential damages.

Option 7 For use when manufacturing is included in the Work

The Article entitled CHANGES is modified to add: The Overhead and Profit markup provisions described in the General Conditions are applicable to the portion of the Work performed as installation at the Worksite. In lieu of the markups cited in the General Conditions, the Contractor shall be paid overhead and profit as determined by an audit performed by the Authorized Auditors, for manufacturing performed at the Contractor's or Subcontractor's facility.

Option 8 For use in all Contract Documents

1. The contractor represents and warrants that all hardware, software, and firmware products, individually and in combination, delivered pursuant to this contract shall provide fault-free performance in processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing.) Fault-free performance includes the manipulation of data with dates prior to, through, and beyond January 1, 2000, including leap years, and shall be transparent to the user and further, includes, but is not limited to, the following:
 - A. All hardware, software, and firmware will accurately determine chronological dates and accurately perform all calculations, data manipulations, sorting, and transmission of date data regardless of whether the date data represents or references different centuries.
 - B. All hardware, software, and firmware will provide that all date-related user interface functionalities and data fields permit the entry of a four-digit year (i.e., the years 1965, 2065, 3065 could all be entered by the user without the need of a manual override) and such date data will result in accurate calculations, data manipulations, sorting, and transmission of all data, including the date data.
 - C. The entry of a date equal to or greater than 01/01/2000 into the hardware, software, and/or firmware will not affect any calculation that produces or uses time spans such that the results of the calculation are incorrect (i.e., such as an interest calculation.)
 - D. The integrity of calculations performed utilizing the hardware, software, and firmware will not be affected by data for dates on or after 1/01/2000 and calculations (on or after 12/31/1999) using previously generated data will also maintain calculation integrity.
2. Vendor shall provide Metro, at no cost to Metro, any new releases, versions, updates and enhancements, etc., of the hardware, software, and firmware necessary to assure compliance with this warranty or to correct a breach of this warranty. Vendor further warrants that it will remedy any System problem associated with the millennium change within twenty-four (24) hours of telephonic or electronic notification of the problem.

SP-15 STANDARD WORK DAY

A Standard Work Day is defined as a **??NUM#** hour day commencing at **??1STHOUR#** [a.m. or p.m.] and ending at **??LASTHOUR#** [a.m. or p.m.] consisting of [1, 2 or 3] shifts of **??NUM#** hours each. The first shift commences at **??1STHOUR#** [a.m. or p.m.] and ends at **??LASTHOUR#** [a.m. or p.m.]. The second shift commences at **??1STHOUR#** [a.m. or p.m.] and ends at **??LASTHOUR#** [a.m. or p.m.]. The third shift commences at **??1STHOUR#** [a.m. or p.m.] and ends at **??LASTHOUR#** [a.m. or p.m.].

SP-16 STANDARD WORK WEEK

A Standard Work Week is defined as a **??NUM#** day period, commencing on **??1STDAYOFWEEK#** and ending on **??LASTDAYOFWEEK#**.

USE IF THE CONTRACTOR IS DEVELOPING SOFTWARE

SP-17 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE

Definitions: As used herein:

- A. Deliveries: The Contractor shall deliver to Metro the Software, Source Code Materials, and Documentation, in such tape, disk, or hard copy format as Metro may designate.
- B. Ownership: The Contractor shall retain ownership of the Software, Source Code Materials, and Documentation with the right to exploit the same, subject to Metro's rights as herein provided. Metro shall place such copyright notices affirming the Contractor's ownership rights as the Contractor may reasonably require on all materials licensed hereunder which are reproduced by Metro.
- C. License Rights: The Contractor hereby grants to Metro a royalty-free, paid-up, non-exclusive license, in perpetuity, to use duplicate, and disclose the Software, Source Code Materials, and Documentation, and to make modifications of and enhancements to the Software, and permit others (who sign standard nondisclosure agreements) to do the same, but only for governmental purposes and not for any commercial purposes.
- D. Confidentiality: Metro shall hold the Software, Source Code Materials, and Documentation in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, agents or sublicensees to whom disclosure is necessary or appropriate for the performance and exercise of its rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.
- E. Warranty: The Contractor warrants that the Software will perform according to the specifications set forth in the Contract, that it is owner of the Software, Source Code Materials, and Documentation that it has the right to convey and grant the license herein granted to Metro, and that Metro's use thereof as herein contemplated will not infringe any third party's proprietary rights in the United States. The foregoing warranties shall not apply to the extent the Software is modified by Metro.

- F. Modifications and Enhancements: Upon Metro's request the Contractor shall generate modifications of and enhancements to the Software not required by the Contract, at the Contractor's rates charged for comparable services to its most favored customers.

USE IF PART I (DISPUTES REVIEW BOARD PROCEDURES) IS INCLUDED

SP-18 USE AND LIMITATIONS OF DISPUTES REVIEW BOARD

The Table below identifies the categories of claims that may be heard by a ADR and/or Disputes Review Board after the Contractor has complied with the requirements of the Contract, including but not limited to, the Articles entitled CHANGES, NOTICE OF INTENT TO CLAIM, and CLAIMS.

In addition to those issues identified throughout the General Conditions, the following categories of claims are excluded from consideration by a Disputes Review Board.

- A. Interest (monetary) on progress payments or final payment.
- B. Wage and hour disputes.
- C. Claims under the jurisdiction of the Owner's Controlled Insurance Program or the Contractor's Automobile Insurance.
- D. Delegated signature authority of Metro personnel or Construction Manager.
- E. Disputes regarding matters governed by Environmental Law.
- F. Disputes on issues covered by policies of Metro Board of Directors.
- G. Results of audits related to components of extended overhead, allowability of overhead costs and other direct costs.
- H. Assessments made as a result of enforcement of the Special Provision entitled ASSESSMENTS FOR SPECIAL CIRCUMSTANCES.
- I. Disputes regarding safety issues and/or matters under the jurisdiction of Cal-OSHA.
- J. The right of Metro to issue unilateral changes.
- K. Issues related to subcontractor substitutions governed by California Public Contracts Code §4100 et. seq.
- L. Stated dollar value of Liquidated Damages as shown on Appendix A.

SP-19 CHANGES IN CONDITION OF BUILDINGS TO BE DEMOLISHED OCCURRING AFTER JOB WALK INSPECTION

- A. The condition of the structures to be demolished as part of the Contract may change after the date of the pre-bid job walk inspection and prior to the Notice to Proceed. Such changes may result from the salvage of material and equipment for Metro purposes removal of hazardous substances by other Contractors and from **Los Angeles City Fire Department training exercises**. Hazardous substance removal may require partial demolition as needed for items including, but not limited to, removal of asbestos containing materials, removal of PCB-containing light fixture ballast's, and removal of fluorescent light bulbs. Fire Department training exercises may include, but not be limited to, cutting access openings in the roof and walls, forced entry through locked doors, creating a smoky environment by artificial means to practice limited visibility search and rescue, **Use of fire hoses and water sprays, use of the building standpipe system, use and repair of the building fire sprinkler system.** **The Fire Department will not set any fires at the building site and the elevator and mechanical rooms on the roof of the building have been placed off limits to the training exercises to allow the Contractor to salvage the equipment in these rooms in a condition similar to that observed during the job walk.** The loss of salvageable materials and/or damage to the building resulting from such activities will not constitute a differing site condition nor will the Contractor be entitled to any increased compensation or time extension therefore.

APPLICABLE IF EQUIPMENT WILL BE USED IN CREEK OR RIVERBEDS, FLOOD CONTROL CHANNELS OR OTHER SUCH AREAS

SP-20 LIMITATION ON THE USE OF HEAVY EQUIPMENT

If the Contractor anticipates using any vehicles or equipment over twenty thousand (20,000) pounds (loaded) during the performance of the Work in creeks or riverbeds, flood control channels or other such areas, dimensions and weights of such equipment shall be submitted to the Construction Manager for approval prior to use.

SP-21 MODIFICATIONS TO THE ALCOHOL AND DRUG-FREE WORKPLACE MANUAL

The following clause is added to the Alcohol and Drug-Free Workplace Manual, Revision 2, dated November 1, 1994: The Program requirements described in this Manual apply to all work performed at Worksites as defined in the General Conditions.

SP-22 METRO-FURNISHED PERMITS

CHOOSE THE APPLICABLE OPTION(S)

Option 1 For use on all construction and systems contracts

- A. Notwithstanding the provisions of the Article entitled PERMITS AND COMPLIANCE WITH LAWS of the General Conditions, Metro will furnish the permits listed below without cost to the Contractor. The Contractor shall

obtain all other permits required for the performance of the Work, in accordance with the above-identified Article. The permits furnished by Metro will be available for examination at Metro's office at the Worksite during regular business hours. The Contractor is advised that permits to be furnished by Metro may not be available on the dates indicated. Effects, if any, of delays in effective dates will be addressed under provisions of the General Conditions

Option 2 For use on all Metro Red Line construction and systems contracts

- A. In lieu of issuing the permits normally required for Work on public Rights-of-Way, the Board of Public Works of the City of Los Angeles has approved a special permitting process for all Work indicated on the Contract Drawings for Metro Red Line cut and cover construction, tunnel construction, exits, construction shafts, and work access shafts, including City facilities and utilities that begin within and extend no more than one hundred (100) feet beyond the limit of construction. The city facilities and utilities covered are storm drains, sewers, water lines, electrical power ducts, telephone ducts, and natural gas lines included in the construction Contract for tunnels and shafts. The special permitting process includes the following permits for which permit fees and liability insurance shall not be required:
1. A-Permits
 2. B-Permits
 3. Revocable and Encroachment Permits for Metro Red Line Facilities
 4. Street Closures as per the Worksite Traffic Control Plan Drawing
 5. Holiday Season Restrictions
 6. Excavation Permits
 7. Lateral Support Bonds
 8. Street Tree Permit
- B. Metro has obtained a National Pollutant Discharge Elimination System (NPDES) Permit for wastewater discharges from the Worksite from the California Regional Water Quality Control Board (CRWQCB).

Option 3 For use if Metro is providing hazardous materials permits

Metro will obtain all permits required by any governmental authority required for any excavation, stockpiling onsite, and loading of Hazardous Waste, subject to the provisions of the Special Provision entitled CLASSIFICATION OF CONTRACTORS LICENSE. The Contractor shall comply with all terms and conditions of such permits. The Contractor has the obligation to obtain all such permits from Metro.

Option 4 For use if Metro is providing City of Los Angeles permits

Metro has obtained the following permits from the City of Los Angeles, Department of Building and Safety:

1. Plan check approval for the modifications to ??
2. Demolition Permit for Parcel ??

SP-23 PAYMENT OF PREVAILING WAGES

CHOOSE THE APPLICABLE OPTION(S)

Option 1 For use on all construction and system contracts

The Contract is subject to payment of prevailing wages as determined by the state of California.

Option 2 For use on all federally funded construction and systems contracts

In addition to the requirements for payment of prevailing wages set forth in the LABOR COMPLIANCE MANUAL, METRO RED LINE, the Contract is also subject to payment of prevailing wages as determined by the United States Department of Labor pursuant to the federal Davis Bacon Act. In the event of a conflict between the prevailing wage as determined by the State of California and the prevailing wage as determined by the United States Department of Labor, the Contractor shall pay at least the higher of the two wages.

SP-24 WEATHER DELAYS CAUSED BY RAIN

- A. For purposes of granting time extensions pursuant to the Article entitled EXTENSION OF TIME of the General Conditions resulting from rain more severe than normal which was not foreseeable, the Contractor and Metro agree that the impact of normal rainfall for which the Contractor is not entitled to a time extension is defined by the number of expected work days of delay (based on a five (5) day work week) caused by normal rainfall by month as follows:

Month	Number of Work Days
January	??5
February	??5
March	??6
April	??2

Month	Number of Work Days
May	??1
June	??0
July	??0
August	??0
September	??1
October	??1
November	??2
December	??3

CHECK WITH CONSTRUCTION MANAGER ON THE NUMBER OF DAYS TO BE USED

B. In scheduling the Work, the Contractor shall account for the above number of work days by month for which the effects of normal rainfall are expected to prevent work. In the event the Contractor works a regularly scheduled work week other than five (5) days per week, the above numbers shall be multiplied by the ratio of the actual average number of work days per week divided by five (5) work days. The number of work days identified on the table above shall be utilized only for the associated month and may not be added to or carried over to any subsequent month.

SP-25 ASSESSMENTS FOR SPECIAL CIRCUMSTANCES

There are certain requirements that Metro has identified as significant concerns. Therefore, the Contractor's failure to meet these requirements will result in an assessment of Contract funds as described below.

A. Failure of the Contractor to comply with the requirements described in the Sub-subarticles below entitled Quality Assurance and Public Affairs, will result in assessments to be deducted from progress payments in accordance with the following schedule:

- 1. For the first violation \$1,000
- 2. For the second violation \$5,000
- 3. For each additional violation \$10,000

a. Quality Assurance

- 1. Contractor is required to provide personnel, whether a direct employee of the Contractor or personnel employed by a subcontractor, for performing and controlling in-process Work, and

to certify that these personnel are properly trained, qualified and certified to perform the specified tasks.

The personnel covered by this requirement are those cited in the Technical Specifications by the following terms:

- a. Registered Surveyor
- b. Registered Geotech
- c. Certified Gas Tester
- d. Safety Engineers
- e. Acoustical Engineer
- f. Traffic Control Personnel
- g. Qualified Welder
- h. Certified NACE Corrosion Engineer
- i. Qualified Shotcrete Nozzleman
- j. HDPE Welder

Any occasion when the Contractor supplies inadequately trained, improperly certified, uncertified or unqualified personnel, in the judgment of Metro, shall constitute a violation of this provision.

2. Contractor is required to complete the Work in conformance with the Technical Specification and Drawings. Inspections performed by Metro or its designee shall verify and document that materials provided and Work performed by the Contractor, or its subcontractors, complies with the applicable specifications, codes, standards, drawings, and other contractual documents. When the material and Work do not conform to specifications, code, standards, drawings and other contractual documents, Metro or its designee shall document this condition on Nonconformance Reports addressed to the Contractor as specified in Technical Specification Section 01460.1.10.B.2 and 1.11. The Contractor shall provide a response to the Nonconformance Report within the time designated that shall include a description of the investigative actions taken to resolve the nonconformance, a description of the cause of the nonconformance, the actions taken or planned to correct the nonconformance, and the actions taken to prevent recurrence of the nonconformance. When the cause of the nonconformance is determined to be within the control of the Contractor, it shall constitute a violation of this provision.

b. Public Affairs

1. Contractor must comply with Technical Specification Section 01522.3.7.A through G regarding temporary deck systems, Technical Specification Section 01535.1.4.A and 3.3.A regarding wood construction fencing, and Technical Specification Section 01536.1.4.A and 3.2 regarding chain link construction fencing, inclusive of the requirement that repairs should be made upon notification by the Resident Engineer. Failure to take immediate action to prevent injury to the public or the workers and provide a plan for repair within 24 hours will constitute a violation of this provision.
2. Contractor must comply with Technical Specification Section 01576.3.1 regarding the requirement to follow the traffic control plans based on LADOT's approval. Any failure to comply with LADOT approved traffic control plans shall constitute a violation of this provision.
3. Contractor must comply with Technical Specification Sections 01576.3.6 regarding maintaining pedestrian and vehicular access to affected properties. Contractor shall not close, block or prevent access to any driveway or street without coordinating the closure with Metro. Closing, blocking or failure to maintain access to affected properties shall constitute a violation of this provision.
4. Contractor must comply with Technical Specification Sections 01620.3.1.G and H regarding storage of materials. Failure to correct a nonconforming condition within 24 hours of notification by Metro shall constitute a violation of this provision.
5. Contractor must comply with Technical Specification Section 01710.3.1 and 3.2 regarding maintenance of a clean, orderly and hazard-free Worksite. Failure to correct a nonconforming condition after notification by Metro and by the end of the current shift, or the end of the Regular Work Day, whichever is sooner, shall constitute a violation of this provision.

B. Failure of the Contractor to comply with the requirements described in the Sub-subarticles below entitled Safety, Environmental and Construction Noise and Vibration Control will result in assessment to be deducted from progress payments in accordance with the following schedule:

- | | |
|----------------------------------|----------|
| 1. For the first violation | \$5,000 |
| 2. For the second violation | \$10,000 |
| 3. For each additional violation | \$15,000 |

a. Safety

1. Contractor is required to comply with all requirements of a written or verbal stop work Notice immediately upon presentation by

Metro. Failure to comply with the requirements of a stop work Notice is a violation of this provision.

2. Contractor is required to comply with the requirements of the Alternate Safety Coverage Policy as described in Part F, Construction Safety and Health Manual, Section 2.4. Failure to comply with this Policy is a violation of this provision.
3. Contractor shall remove from service and prevent the use of equipment tagged by Metro in compliance with the Red Tag Policy as described in Part F, Construction Safety and Health Manual, Section 2.4. Failure to remove "red tagged" equipment from service and prevent its use is a violation of this provision.
4. Contractor shall comply with all requirements regarding Fall Protection as described in Part F, Construction Safety and Health Manual, Section 2.4. Failure to comply with these requirements is a violation of this provision.
5. Contractor shall disclose and provide copies of any citation, enforcement or appeal correspondence from or to Cal/OSHA or any other regulatory agent to Metro, within 24 hours of receipt or mailing by the Contractor. Failure to disclose and provide copies within 24 hours is a violation of this provision.

b. Environmental

The Contractor is required to complete the Work in an environmentally prudent manner, in full compliance with the requirements of the Contract Documents and the Contractor acknowledges that adherence to environmental regulations is required to protect the public's health and safety.

1. Contractor is prohibited from discharging wastes, either water or otherwise, that are not in compliance with Metro'S permit for the sanitary sewer system, as specified in Technical Specification Section 01566.3.5.A.1, or the storm drain system as specified in Appendix to the Technical Specification Section 01566.3.5.A. Any noncompliant discharge shall constitute a violation of this provision.
2. Contractor, on a daily basis, is required to sample waste and water discharges and record results to demonstrate compliance with Technical Specification Section 01566.3.5.B. Failure to sample, record and maintain the required documentation shall constitute a violation of this provision.
3. Contractor is required to utilize the personal protective equipment as described in Technical Specification Sections 01568.2.1 and 3.2.B. Contractor or subcontractor (at any tier) employees

working without use of the required protective equipment shall constitute a violation of this provision.

c. Construction Noise and Vibration Control

1. Contractor is required to keep work activity noise levels beneath allowable levels as described in Technical Specification Sections 01565.3.1.A through 01565.3.1.G. Each occurrence of exceeding the allowable level shall constitute a violation of this provision.
2. While performing Work at the surface, Contractor is prohibited from utilizing equipment which does not meet the appropriate daytime noise emission limits, as described in Technical Specification Sections 01565.3.1. B., E., and Table 3. Each occurrence of exceeding the allowable level shall constitute a violation of this provision.
3. While performing Work at the surface, Contractor is prohibited from utilizing equipment which does not meet the appropriate nighttime noise emission limits, as described in Technical Specification Sections 01565.3.1. E. Each occurrence of exceeding the allowable level shall constitute a violation of this provision.
4. Contractor is required to keep work activity vibration levels beneath allowable levels as described in Technical Specification Sections 01565.3.5.A through D. Each occurrence of vibration which is not below the allowable level shall constitute a violation of this provision.
5. Contractor is required to measure noise and vibration levels as described in Technical Specification Sections 01566.1.3.C.2 and 01566.5.D. Failure to test, record and maintain the required documentation shall constitute a violation of this provision.
6. Contractor is required to provide and certify that workers are adequately trained for work involving implementation of measurement activities, as described in Technical Specification Sections 01566.3.2.A.2. Each instance of supplying inadequately trained and uncertified personnel is a violation of this provision.

d. Air Pollution Control

Contractor is required to comply with Rule 403, Limitation on Fugitive Dust Emissions, of the Southern California Air Quality Management District (SCAQMD) to minimize the generation of fugitive dust by using Best Available Control Measures, prevent it from remaining visible in the atmosphere beyond the property line of the emission source, and prevent or immediately remove the track out of bulk material onto public paved roadways, as a result of his/her operations.

For the purpose of enforcement the detailed language of SCAQMD Rule 403 prevails over the summarized requirements below.

1. Contractor is prohibited from causing or allowing emissions of fugitive dust from any transport, handling, construction, or storage activity to remain visible in atmosphere beyond the property line of the emission source. Each occurrence of causing or allowing emissions of fugitive dust to remain visible in the atmosphere beyond the property line shall constitute a violation of this provision.
2. Contractor is required to use at least one Best Available Control Measures (BACM) for each source of fugitive dust to minimize the emissions, from construction operations, of fugitive dust. Failure to use at least one BACM for each source of fugitive dust shall constitute a violation of this provision.
3. Contractor is required to prevent or remove within one hour the track-out bulk material onto public paved roadways that results from his/her operations. Each occurrence of tracked-out bulk material that remains on the public paved roadways for more than one hour shall constitute a violation of this provision unless Contractor has taken at least one of the actions listed in Table 3 of SCAQMD Rule 403, and removed such material anytime track-out extends for 50 feet, and removed all visible roadway dust tracked-out as a result of active operations at the end of each work day when active operations cease.
4. If Contractor has taken at least one of the actions listed in Table 3 of SCAQMD Rule 403, (s)he must remove tracked-out bulk material anytime it extends for a cumulative distance of more than 50 feet onto any paved public road during active operations; and remove all visible roadway dust tracked-out upon public paved roadways as a result of active operations at the conclusion of each work day when active operations cease. Each occurrence of tracked-out bulk material that extends onto public paved roadways for a cumulative distance of more than 50 feet shall constitute a violation of this provision. Each failure to remove all visible roadway dust tracked-out onto public paved roadways at the conclusion of each work day when active operations cease shall constitute a violation of this provision.

C. Code of Conduct for Metro Contractors & Consultants, Sanctions Page 5

1. Failure of the Contractor/Consultant to comply with the requirements of the Code of Conduct for Metro Contractors and Consultants may result in an assessment from \$1,000 to \$5,000 for a first violation up to a maximum amount of one percent (1%) of the Contract value commensurate with the gravity of the violation.

2. In addition to the assessments defined above, whenever work is halted and the work stoppage is unauthorized by Metro and caused by the action or inaction of the Contractor, Metro's costs associated with the work stoppage shall be determined and will be charged to and recovered from the Contractor.

SP-26 SITE ACCESS DATE

All site access requirements for milestones shall be as specified in the table below. All other access requirements shall be requested by the Contractor sixty?? (??60) calendar days in advance in order to allow coordination with other Contractors.

SITE	ACCESS DATE

SP-27 TEMPORARY PARCEL AND EASEMENT AVAILABILITY

Notification is required from the Contractor to activate temporary construction easement for Parcel ?? which will be available for ??, 19??, until completion of Contract original easement period. If, for any reason, it becomes necessary to obtain a time extension for the temporary construction easement beyond the original easement period, Metro will endeavor to obtain such extension; costs of such extension shall be borne by the Contractor if the reason for the extension is not the fault of Metro. To the extent Metro becomes liable to property owner on account of the Contractor's or its Subcontractors' occupation of temporary construction easement beyond the original easement period through no fault of Metro, the Contractor shall indemnify Metro therefor and reimburse its costs. Metro may retain, from progress payments, amounts sufficient to assure payment to property owners for occupancy beyond the original easement period, whether by extension, agreement, or otherwise. Metro does not represent that its assistance will result in time extensions, nor that extension will be on the same terms that it obtains for the original easement period.

The following table shows the beginning time of access for parcels and easement availability during construction:

PARCEL NUMBER	AVAILABLE DATE

PARCEL NUMBER	AVAILABLE DATE

SP-28 CONTRACTOR’S STORAGE AND STAGING AREA

The following list shows the parcels and/or easements available for Contractor’s storage, mobilization area, or staging area.

PARCEL NUMBER	AVAILABLE DATE

FOR USE IF CONTRACT INVOLVES PRIVATE PROPERTY FOR WORK OR ACCESS

SP-29 WORK ON PRIVATE PROPERTY

Metro may make agreements with private property owners for the Construction easement areas indicated on the Contract Drawings. Any additional easement areas requested by the Contractor shall be obtained by separate agreement between the Contractor and the property owner and shall be solely at the Contractor's own risk and expense. Metro will not be a party to nor assume any liability for or arising under those separate agreements. Agreements shall be written in accordance with the Article entitled LIABILITY AND INDEMNIFICATION of the General Conditions. The Contractor shall produce evidence that agreements are in place before the Contractor occupies those areas covered by the agreements. The Contractor shall be responsible for coordinating its Work with any affected property owners.

FOR USE ON METRO RED LINE CONSTRUCTION CONTRACTS FOR WORK WITHIN LA CITY LIMITS

SP-30 NIGHT-TIME AND SUNDAY CONSTRUCTION

Metro has obtained a variance to §41.40 of the Los Angeles Municipal Code from the Board of Police Commissioners for night-time and Sunday construction under the Contract. The Contractor shall schedule and perform night-time and Sunday work within the guidelines and under the requirements of this variance. A copy of the variance is included as Exhibit A.

ATTACH A COPY OF THE VARIANCE AS EXHIBIT A

SP-31 SPECIAL THIRD-PARTY AGREEMENTS AND REQUIREMENTS

CHOOSE THE OPTION(S) APPLICABLE TO THE WORK

Option 1 City of Los Angeles Department of Airports Agreement

The Contractor shall submit its proposed plans of operation to the Department of Airports (DOA) and request approval for Right-of-Entry. DOA approval is a precondition to construction on DOA property. The Contractor shall bear all costs associated with this activity, unless identified otherwise. Metro will provide for the insurance coverage required to work on DOA property

Option 2 Atchison, Topeka, and Santa Fe (AT&SF)Railroad Company

The Contractor shall enter into an agreement with the Atchison, Topeka, and Santa Fe (AT&SF) Railroad Company. The Contractor shall submit its proposed plans of operation to AT&SF and request approval for Right-of-Entry. AT&SF approval is a precondition to construction on the AT&SF property. The Contractor shall bear all costs associated with this activity, unless identified otherwise. Metro will provide for insurance coverage required for Work on AT&SF property.

Option 3 Southern Pacific TransportationCompany (SPTC)

The Contractor shall enter into an agreement with the Southern Pacific Transportation Company (SPTC). The Contractor shall submit its proposed plans of operation to the SPTC and request approval for Right-of-Entry. SPTC approval is a precondition to construction on SPTC property. The Contractor shall bear all costs associated with this activity, unless identified otherwise. Metro will provide for insurance coverage required for Work on SPTC property.

FOR USE DURING CONSTRUCTION WHEN PRIOR TO RAIL ACTIVATION AND OPERATIONS

SP-32 TRACK ALLOCATION MEETINGS

- A. Metro will initiate, on or about **??**, weekly Track Allocation meetings to coordinate use of track for construction and testing purposes so that these activities can be accomplished safely and efficiently. Contractor's performing Work requiring track usage are required to attend track allocation meetings. "Red Tag Areas" will be defined at the Track Allocation meetings. Contractors wanting to work or perform tests in the "Red Tag Areas" must submit tracking occupancy and access requirements as specified in the "Rules and Procedures for Conducting Test Operations" Manual. Contractors shall make every effort to schedule Work requirements around occasions when track is not available because of testing or Work requirements of other contractors.
- B. All Work performed in "Red Tag Areas" must comply with the requirements specified in the "Rules and Procedures for Conducting Test Operations" Manual. Contractor's employees performing Work under the Contract must complete training on these "Rules and Procedures for Conducting Test Operations". Depending on the employee's assignment, training will require one to five hours.

SP-33 COOPERATION WITH METRO DURING METRO RAIL OPERATIONS

CHOOSE THE OPTION(S) APPLICABLE TO THE WORK

Option 1 For use on all contracts interfacing with operational Metro Rail segments

- A. It is expected that Metro will cooperate with the Contractor to the extent that the Work may be handled in an efficient manner, but the Contractor shall have no claim for damage or extra compensation in the event its Work is delayed by the operator.
- B. The Contractor shall perform its Work in such manner and at such times as to not endanger or interfere with the safe operation of the tracks and property of Metro and the traffic moving on such tracks, as well as wires, signals and other property of Metro, their tenants or licensees, at or in the vicinity of the Work.
- C. Any proposed plan by the Contractor that may cause infringement on the above clearances due to the Contractor's operations shall be submitted to the

Construction Manager in writing and such Work shall not begin until notified by the Construction Manager that such a plan has been approved by Metro. No damage or extra compensation will be allowed in the event the Contractor's Work is delayed pending Metro approval.

- D. The Contractor shall give forty-eight (48) hours written Notice to the Construction Manager before commencing any Work in connection with construction upon or over the Right-of-Way. Metro shall have the right to order the Contractor to temporarily cease operations in the event of an emergency. The Contractor shall comply with the rules and regulations of Metro in relation to the proper manner of protecting the tracts, property and personnel of Metro and the traffic moving on such track, as well as, wires, signals and other property of Metro.
- E. If the Contractor desires to move its equipment or materials across Metro's tracks at locations other than public crossings, it shall obtain prior permission from Metro through the Construction Manager. The Contractor shall furnish flagmen and/or watchmen to control equipment within the Worksite at the discretion of the Construction Manager.
- F. The Contractor shall, upon completion of the Work to be performed by the Contractor upon the premises or over the tracks of Metro, promptly remove from Metro Right-of-Way, all of the Contractor's tools, implements, materials and equipment, whether brought upon the Right-of-Way or other property by the Contractor or any Subcontractor, employee or agent of the Contractor or any Subcontractor, and leave the Right-of-Way or other property in a clean and presentable condition.

Option 2 For use on all Contracts interfacing with operational light rail (OCS) segments

- A. Metro's contact wires are normally energized with seven hundred fifty (750) volts of electricity and the Contractor's operations shall not infringe on a clearance of 10'-0" in any direction from Metro's contact wires while the contact wires are energized, unless authorized by Metro.

Option 3 For use on all contracts interfacing with operational subway (third rail) segments

- A. Metro's third rails are normally energized with seven hundred fifty (750) volts of electricity and the Contractor's operation shall not infringe on a clearance of 10'-0" in any direction from Metro's third rail while the third rails are energized unless authorized by Metro.

SPECIAL EVENTS

A. Definition

1. As the very nature of construction contracting involves activities and events containing both risk and danger, Special Events should be considered at those construction activities and events that constitute exposing the general public to a high degree of danger, inconvenience, or risk.

B. Preliminary Submittal

1. The Contractor shall submit a preliminary Special Events Listing covering the first **??ninety (??90)** calendar days. This listing shall be submitted at the Preconstruction Meeting. Within **??fourteen (??14)** days, the Construction Manager will respond with acceptance or direction to change and resubmit within **??ten (??10)** days.
2. The preliminary Special Events Listing shall be in a format that includes:
 - a. Special Event title, listed in date order.
 - b. Duration of the Special Event, in days

C. Master Special Events Listing

1. The Contractor shall submit the Special Events Listing within **??forty-five (??45)** days after Notice to Proceed. Within **??fourteen (??14)** days, Construction Manager will respond with acceptance or direction to change and resubmit within **??ten (??10)** days. Failure of the Contractor to have a Special Events Listing accepted by the Construction Manager will be considered cause for withholding progress payment or termination for default.

The Master Special Events Listing shall be in a format that includes:

1. Special Event title, listed in date order.
2. Duration of the Special Event, in days.
3. Detailed description of the construction methodology to be used to carry out the Special Event, including protection techniques, materials and machinery applicable, and planned action to mitigate risks.
4. Nature of the impact on the general public.
5. Experience of supervisory personnel relating to Special Event.

D. Pre-Event Planning

1. The Contractor shall schedule a meeting with the Construction Manager one (1) week prior to the Special Event. The Contractor shall confirm to the Construction Manager all aspects of plans to carry out the Special Event.
2. The Contractor shall schedule a meeting with all the Contractor’s supervisory employees involved with the Special Event. The purpose of this meeting is to finalize Special Event planning and familiarize supervisory employees with all aspects of the Special Event.
3. The Contractor shall obtain a signed authorization by the Construction Manager certifying that the pre-event planning has been satisfactory completed and qualified staff will be present at the Worksite before and during Special Events.
4. Metro is aware of numerous Special Events that will occur during the period of this Contract. The Contractor shall account for the days indicated below that will prohibit work at the jobsite.

CONTRACT ADMINISTRATOR TO COMPLETE TABLE BELOW

??Year			
Event	Day	Date	Time

OPTIONAL PROVISIONS

SP-35 CLASSIFICATION OF CONTRACTOR’S LICENSE

- A. The Contractor must possess and maintain the following license throughout the duration of the Work.
- B. All Subcontractors must possess and maintain the appropriate licenses throughout the duration of the Work.

FOR USE IF CONTRACTOR REQUIRED TO HANDLE HAZARDOUS MATERIALS

- C. The Contractor and/or Subcontractor must possess and maintain throughout the duration of the Work any and all licenses, registrations and certifications required by existing law to perform the Work within the scope of the Contract, including, without limitation, a Class A license in accordance with §7028.15 A-E of the California Business and Professions Code, and certification for

performance of Hazardous Substance Removal with the exception of “Asbestos-Related work” in accordance with §7058.7 of the California Business and Professions Code. The term “Asbestos-Related Work”, is defined in Section entitled HAZARDOUS WASTE OPERATIONS SAFETY AND HEALTH PROGRAM.

SP-36 CRAFT LEVEL SAFETY INCENTIVE PROGRAM

- D. This program will provide guidelines for the Contractor to develop a Quarterly Safety Award Program to recognize its craft and administrative personnel for superior safety performance.
- E. This program will be funded under Pay Item No. SP-???.01 which is a not to exceed amount. There is an annual cap on costs of this program of fifteen thousand dollars (\$15,000). All costs for which the Contractor seeks reimbursement shall be subject to financial audit in accordance with the Article entitled AUDITS of the General Conditions.
- F. The award will be announced at Metro’s Monthly Safety Meeting. Actual presentation of awards will be made in a convenient area on or near the Worksite.
- G. Within ninety (90) days of Notice to Proceed, the Contractor will develop a detailed promotional award program plan for submittal to Metro that addresses the following criteria:
 - 1. Who will administer the program for the Contractor;
 - 2. Eligibility of all employees, Contractor employees, and Subcontractor employees, on the Worksite the day of eligibility for the award. The Contractor receiving award will provide a list of eligible employees, with start dates, for an accurate award count;
 - 3. Criteria for award will be:
 - a. Having no recordable injuries/illnesses;
 - b. No claims of public liability;
 - c. No vehicle accidents or equipment damages exceeding \$500.
- H. Prior to their insurance, Metro will approve all distributions of money to the CONTRACTOR for awards. The detailed Contractor plan for these awards will include the following:
 - 1. Dollar values of incentives to be awarded, types of awards in each category;
 - 2. How the Contractor will document and provide certification for awards distributed;

- 3. Timely submittal of a distribution list of the awards for the period to be presented. This list will include the names of employees who will receive awards, type of award, and criteria for selection for award.
- I. The program will be audited by Metro to ensure awards are distributed fairly and consistently.
- J. Award documents must be approved by Metro for style and wording prior to presentation. These awards must meet Metro's criteria for design and use of logos. Awards should include items such as caps, cups, coolers, jackets, T-shirts, and watches.

SP-37

SAFETY AWARENESS PROGRAM INCENTIVES

Metro Construction Safety will determine whether what to include and will determine the values to include

Not used for Short Form Contracts

A. In a concerted effort to promote Safety Awareness and to reduce the number of claims against the Workers' Compensation Insurance during construction of this Project, Metro has developed a Safety Awareness Program (SAP). The program provides monetary incentives to the Contractor for successful implementation of the Construction Safety requirements specified In the General Conditions and the Construction Safety and Security Manual

- 1. As an incentive to the Contractor to assist Metro in reducing overall costs, Metro will share this cost reduction with the Contractor, providing the Contractor's cumulative OSHA 200 Case Rate (OCR), and cumulative Lost Time Injury/Illness Case Rate (LTCR), for the Contract are maintained at a level below the respective TARGET INCIDENCE RATE (TIRs) specified. TIRs shall be established according to figures provided by the Bureau of Labor Statistics and reported by the National Safety Council at the time of Contact Bid. The Contractors' INCIDENCE RATES are calculated in accordance with the following:

OCR Calculation: $\frac{C \times 200,000}{WH}$ LTCR Calculation: $\frac{LTC \times 200,000}{WH}$

Where:

- OC = Number of OSHA Recordable Cases.
- LTC = Number of Lost Time injuries and illnesses.
- WH = Total hours worked by all employees for the Contract.
- 200,000 = Equivalent to the number of work hours worked by 100 full-time employees at 40 hours per week/50 weeks per year.
- Fatality = Results in the addition of five Lost Time Cases to the total number of Lost Time Cases.

- 2. The TOTAL INCENTIVE AMOUNT shall be awarded in two (2) parts: Half of the total INCENTIVE AMOUNT will be used in determining an award on a monthly basis (the MONTHLY INCENTIVE AMOUNT), the

remaining half will be saved for a one-time lump sum distribution upon final acceptance of the Work (PROJECT INCENTIVE AMOUNT).

3. The MONTHLY INCENTIVE AMOUNT shall be determined by dividing the scheduled total number of months (the original contract duration, in calendar days, divided by thirty (30) and rounded to the nearest whole number) of Contract duration into one half the TOTAL INCENTIVE AMOUNT. For the purposes of this provision, the Contract includes all Work completed at all work sites which is billable under the terms and conditions of the Contract. An injury which occurs under this Contract is any injury which results in a claim being filed with the Owner Controlled Insurance Program. The MONTHLY INCENTIVE AMOUNT will be paid for each month the Contract achieves a zero (0) incidence rate for each of the two (2) TIRs. If the Contract experiences an OSHA two hundred (200) or Lost Time Injury/Illness the monthly incentives will not be awarded for that month. For the purposes of this provision, the measurement of OSHA two hundred (200) and Lost Time Accidents will be made on a calendar month basis regardless of the contract administrative cut-off date used for payment estimate purposes. MONTHLY INCENTIVE AMOUNTS not awarded will be forfeited.

4. Special Circumstances:

Catastrophic Injuries: Any Incident resulting in single claim incurred losses by Metro in excess of one hundred thousand (\$100,000) dollars shall be classified as a CATASTROPHIC CLAIM. CATASTROPHIC CLAIMS will result in the subtraction from the PROJECT INCENTIVE AMOUNT of an amount equal to one hundred thousand (\$100,000) dollars. In the event the sum of all incurred losses from Catastrophic Claims made with regard to this contract exceed the PROJECT INCENTIVE AMOUNT, all monies reserved for the PROJECT INCENTIVE AWARD will be retained by Metro.

Fatal Injuries: Any incident resulting in the death of an employee shall result in the addition of five (5) lost time injury cases being added to the Contractors injury status.

5. Project Incentive:

The PROJECT INCENTIVE AMOUNT will be divided into two (2) equal sums. These sums will be called the OCR INCENTIVE AMOUNT, and the LTCR INCENTIVE AMOUNT.

- a. For each full decimal fraction (0.1) that the Contractor's cumulative OCR is reduced below the Contract Target OSHA 200 Case Rate (TOCR), five (5%) of the OCR INCENTIVE AMOUNT will be awarded to the Contractor. The Maximum amount payable to the Contractor will be for a cumulative OCR of 2.0 lower than the TOCR.
- b. For each full decimal fraction (0.1) that the Contract's cumulative LTCR is reduced below the Contract Target Lost Time Case Rate

(TLTCR), five percent (5%) of the LTCR INCENTIVE AMOUNT will be awarded to the Contractor. The maximum amount payable to the Contractor will be for a cumulative LTCR of 2.0 lower than the TLTCR.

6. Determination Of Total Incentive Amount

The Sub-total Contract Price at the time of bid will be utilized to establish the TOTAL INCENTIVE AMOUNT which will be one percent (1%) of all other line items listed in the Bid Documents by the Contractor. The TOTAL INCENTIVE AMOUNT may not exceed a maximum value of five hundred thousand dollars (\$500,000).

7. TARGET INCIDENT RATES

The Contract TARGET INCIDENCE RATES and INCENTIVE VALUE are as follows:

TARGET OSHA 200 CASE RATE (TOCR):	??	
TARGET LOST TIME CASE RATE (TLTCR):	??	
MONTHLY INCENTIVE AMOUNT	??	Calculated as indicated above.
PROJECT INCENTIVE AMOUNT	??	50% of the Total Incentive Amount (plus any Monthly Incentive Amounts not awarded).
TOTAL INCENTIVE AMOUNT	??	

8. RETENTION CLAUSE

In addition, as a further incentive to the Contractor to assist Metro in the above described Safety Awareness Program, the Contractor will share in the increased costs if the final cumulative OCR and or LTCR, upon final acceptance of the Work, calculated in accordance with Subarticle A above, are at a level above the TIRs specified.

- A. For each full decimal fraction (0.1) that the Contract’s final cumulative OCR is above the Contract TOCR, five percent (5%) of the OCR INCENTIVE AMOUNT will be charged to the Contractor. The maximum amount payable to Metro will be for a cumulative OCR of 2.0 higher than the TOCR.
- B. For each full decimal fraction (0.1) that the Contract’s final cumulative LTTTCR is above the Contract TOCR, five percent (5%) of the LTTCR

INCENTIVE AMOUNT will be charged to the Contractor. The maximum amount payable to Metro will be for a cumulative LTCCR of 2.0 higher than the TLTCR.

9. Notwithstanding the requirements of the Articles entitled PROGRESS PAYMENTS and RETENTION AND ESCROW ACCOUNTS in the General Conditions, monies due the Contractor for the FINAL PROJECT INCENTIVE AMOUNT for effective participation in this Safety Awareness Program will be made in a lump sum payment from the Safety Awareness Program Fund Not to Exceed pay item contained in the SCHEDULE OF QUANTITIES AND PRICES. However, if it appears the Contractor may exceed the specified TIRs for the Contract, additional funds will be withheld from monthly payments due the Contractor as may be necessary to satisfy any liability of the Contractor for the amount calculated above. Retainage is calculated by the following formula:

$$R = C \times \frac{(L-P)}{V}$$

Where:

- R = Retainage
- C = Current payment
- L = AP liability in dollars
- P = Previous SAP* retainage in dollars
- V = Contract value remaining as previous monthly progress payments in dollars.

*One half of the TOTAL INCENTIVE AMOUNT established at the time of contract award; not increased by the amount of any MONTHLY INCENTIVE AMOUNT not awarded.

SP-38 HAZARDOUS SUBSTANCES

- A. The term "Hazardous Substances" means any substance, material or waste, exposure to which results or may result in adverse affects on health or safety, including, without limitation, any substance defined as a hazardous substance under §101 (14) of the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or under §25316 and 25317 of the California Health Safety Code, any substance or waste defined as a hazardous substance or hazardous waste under 8 CFR 5192 et. seq. or 29 CFR 1910 et. seq., and 29 CFR 1926 et. seq., any substance, material or waste listed by the U. S. Department of Transportation and regulated as hazardous materials under 49 CFR 172.101 and appendices, any substance, material or waste requiring hazardous Substance Removal (as defined below), Asbestos and petroleum and petroleum by-products, waste, oil, crude oil and natural gas, lead and lead-based paint surfaces as defined in 24 CFR 570.608.

- B. The Contractor may encounter Hazardous Substances, Asbestos, Gas Casings or USTs, lead or lead-based paint surfaces in structures, demolition materials and soils requiring Hazardous Waste Operations as defined by CAL/OSHA. All Hazardous Waste Operations are expressly excluded from this Contract and shall not be performed by Contractor under this Contract. Metro will furnish a specialty Contractor to perform all Hazardous Waste Operations. In the event of a discovery of a condition requiring Hazardous Waste Operations, Contractor shall cease demolition operations and continue Work in unaffected areas until Metro has remedied the hazard. Measurement of delay time will be defined in a Change Order issued by Metro under the General Conditions Article entitled CHANGES.

SP-39

ECONOMIC PRICE ADJUSTMENT

CHOOSE THE OPTION APPROPRIATE TO THE WORK

Option 1 Use for electrical machinery and equipment

- A. The Schedule of Quantities and Prices, Schedule ?? items included in the Contract shall be adjusted up or down in accordance with the Economic Price Adjustment (EPA) procedure below. The Contractor shall bid, based on the current price at the time of award. If the Work of Schedule ?? does not meet the indicated schedule the associated prices will be adjusted upwards or downwards in accordance with the procedure shown below based on the actual time of NTP's. Should the Option ??(s), Schedules ?? be exercised, the associated prices will be adjusted upwards or downwards in accordance with the procedure shown below based on the changes in the Schedule. Following said adjustment at the time of the respective NTP, the price will be firm and fixed and there will be no further economic price adjustment. Regardless of actual cost the following indices shall be used for determining the amount of adjustment to be made in the Schedule ?? Prices, if any. The following final indices value shall be established for each schedule shown, at the time of their respective NTP.

1. **Materials Index:** Producer Price Index ??Electrical Machinery and Equipment (Commodity Code ??117), furnished monthly by the United States Department of Labor, Bureau of Labor Statistics, applicable to ??forty-five percent (??45%) of the respective portion related to the total scheduled Contract Price after adjustment for changes in accordance with the appropriate Price Matrices.
2. **Labor Index:** Average hourly earnings for ??Office, Computing, and Accounting Machines Group (SIC Code ??357), furnished monthly by the Bureau of Labor Statistics, applicable to ??twenty percent (??20%) of the respective portion related to the total scheduled Contract Price after adjustment for changes in accordance with the appropriate Price Matrices.

??Choose appropriate union(s)

3. Adjustment for field labor shall be based on the field labor rate (dollar per hour) for current ?? not including fringes, applicable to ??thirty-five percent (??35%) of the respective portion related to the total scheduled Contract Price after adjustment for changes in accordance with the appropriate Price Matrices.
- B. If the Bureau of Labor Statistics discontinues determining any of the indices cited herein, the parties shall mutually agree on an appropriate substitute for the discontinued index.
 - C. If the Bureau of Labor Statistics alters its method of calculating any of the indices, appropriate adjustments in the affected index shall be agreed upon by the parties in order to put it on a comparable basis with the index before the change.
 - D. The following procedure shall be used to calculate the amount of adjustment to the schedule ?? prices.
 1. Regardless of actual costs, for the purpose of determining adjustment in this Provision, the materials portion of the price to be adjusted shall be ??0.45 times the Schedule ?? Price; and the factory labor portion of the price to be adjusted shall be ??0.20 times the Schedule ?? Price and the field labor portion of the price to be adjusted shall be ??0.35 times the schedule ??Price.
 2. The Adjustment Ratio rounded to four (4) decimal places shall be determined by the following formula:

$$\text{Adjustment Ratio} = \frac{\text{Adjustment Index}}{\text{Base Index}}$$
 3. The Adjustment Index shall be established at the time of the respective NTP.
 4. The Base Index shall be the index value of the month of the Contract Award.
 5. The adjusted price shall equal the Adjustment Ratio for materials multiplied by the respective material portion of the Schedule ??Price plus the Adjustment Ratio for labor multiplied by the labor portion of the Schedule ??Price, related to the total specific scheduled Contract Price for that NTP.

Option 2 Use for trackwork contracts with options

- A. The ??Schedule Option(s) included in the Contract have been priced on the basis of the value of money at the time of bid opening. Should the ??Schedule Option(s) be exercised at some future time, the associated prices will be adjusted upwards or downwards in accordance with the value of money prevailing at that future time. Following said adjustment, there will be no further price adjustment.

- B. Price shall be adjusted using the Association of American Railroads (AAR) Railroad Cost Recovery Indices Table A (Annual Indexes of Charge-out Prices and Wage Rates - West). The line entitled "Material Prices and Wage Rates Combined (Excluding Fuel)" (MPWR) will be used to adjust the initial price using the following formula:

$$\text{New Price} = \text{Initial Price} \times \text{Rail Price Index}^*$$

$$*\text{Rail Price Index (RPI)} = \frac{\text{Most Recent MPWR}}{\text{MPWR}}$$

- C. New base price shall be determined by adjusting the initial price annually starting ?? for work performed that year.

SP-40 POINT OF DELIVERY

The Goods to be furnished by the Contractor under the Contract shall be delivered to Metro at _____ ?? _____ an official point designated by Metro within Los Angeles County.

SP-41 PERFORMANCE AND PAYMENT BOND

- A. Concurrently with the execution of the Contract, the Contractor shall give Metro a performance Bond in the form supplied by Metro and issued by a Surety satisfactory to Metro and authorized to issue such a bond in the state of California.
- B. The Performance Bond shall be for one-hundred percent (100%) of the Total Contract Price and shall guarantee the faithful and timely performance of the Contractor's obligations in accordance with the terms and conditions of the Contract.
- C. Should any Surety at any time be unsatisfactory to Metro, Notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by Metro. The Contractor shall pay all costs of compliance with this Article.
- D. Changes in the Goods or extensions of time made pursuant to the Contract shall in no way release the Contractor or Surety from its obligations. Notices of such changes or extensions shall be waived by the Surety.

Sample Performance and Payment Bonds provided in Appendix E

SP-42 TASK ORDER REQUEST (NOVEMBER 2001)

During the term of this Contract, Metro may present Contract with Task Order request Notices.

- A. Upon receipt of a Task Order request Notice, the Contractor shall respond within two Working Days by:
 1. Establishing verbal contact with Metro to further define the scope of the requirement, and
 2. Visiting the proposed Work site in the company of an Metro representative and participating in a scope validation site visit and conference which will include discussion of the following:
 - a. Project number and title
 - b. Existing site conditions
 - c. Methods and alternative for accomplishing the Work.
 - d. Definition and refinement of Work requirements
 - e. Requirements for Shop Drawings, sketches, etc.
 - f. Tentative Work schedule
 - g. Preliminary quantity estimates identified as items on BPFs
 - h. Preliminary quantity estimates for Non Pre-Priced Work.

- B. If Metro desires to proceed, Metro shall request CONTRACTOR to prepare a SSWP. Contractor shall have four Days, unless Metro specifies a different period of time, to provide Metro with a SSWP. The SSWPs shall address the following:
 1. The SSWP shall be a plan, which describes the activities necessary to perform the Work within the Worksite. The SSWP shall conform to all other requirements of the Contract Documents. The SSWP shall contain a schedule of the Work. The SSWP shall show each activity and where and how it affects normal Metro operations. Each activity in the SSWP shall include all Materials and equipment, including their locations, required to complete the activity within Metro allotted time period.
 2. Work periods will be established in the SSWP for each JO. A significant amount of the Work may be performed at night and on weekends. All efforts will be made to avoid Metro having to pay overtime rates. The Contractor must adjust its employees' hours of work in order to accommodate Metro's Work periods.
 3. Upon Metro's receipt and review of the SWPP, Metro may request a Task Order Proposal for the proposed Work.
 4. Within five Days of receiving Metro's request for a Task Order Proposal, the Contractor shall provide Metro's Engineer with the Task Order Proposal in accordance with the following:
 - a. Prepriced Work Requirements. Prepriced Work requirements will identify the type and number of Work units required as provided in the Schedule. The Unit Price set forth in the Schedule shall govern. The Contractor's Task Order Proposal shall include support documentation to indicate that adequate investigation of the requirement has been done, and that the Work units proposed are

accurate for the tasks to be performed. Documentation to be submitted with the Task Order. Proposal shall include, but not be limited to, Shop Drawings, sketches, calculations, catalog cuts, specifications, and renderings

- b. Non-Prepriced Work Requirements. In unusual circumstances, Work necessary to complete the Task Order might not be addressed in the Schedule. Non-Prepriced Work requirements shall be separately identified and submitted in the Task Order Proposal. Information submitted in support of Non-Prepriced Work shall include, but not be limited to, justifications for the necessity of Non-Prepriced Work, complete specifications and technical data, including cost data, quality control and inspection requirements of the Non-Prepriced Work (costing data will include documentation that the Contractor sought and received three quotes for the Non-Prepriced Work).
 - c. Each Task Order Proposal shall state the item number, description, quantity, Unit Price and extended price (i.e. Unit Price times number of units), the overtime, factor. Each Task Order Proposal shall also include the time to complete the Task Order and an electronic version of the Task Order Proposal, any plans/Material submittals, a construction schedule and a list of Subcontractors.
 - d. If a Non-Prepriced Work item appears on three separate Task Orders, Contractor and Metro may negotiate a Unit Price for that Non-Prepriced Work which will then be added to the Contractor's Bid Pricing Form through the Change Order process.
 - e. Metro will determine in its sole discretion whether a Work item is Prepriced or Non-Prepriced and Metro's determination shall be final, binding and conclusive on the Contractor.
 - f. By Submitting a Task Order Proposal, the Contractor agrees to complete the Work outlined in the Task Order and SSWP in the time and for the price Stated in the Task Order Proposal. Errors and omissions in the Task Order Proposal shall be the responsibility of the Contractor.
- C. Metro, in its sole discretion, may accept or reject the Contractor's Task Order Proposal. Metro need not Provide any justification for its decision.
- D. Once the SSWP is accepted, and the Task Order issued by Metro, the Contractor shall muster the resources necessary to perform the Work as outlined in the SSWP, so that necessary resources are available and ready for use on the day on which the Work is to commence.
- E. After a Task Order is issued, Metro may issue a revised Task Order altering the items and/or item quantities as Metro, in its sole discretion deems appropriate.

SUBCONTRACT ADMINISTRATION

In accordance with 49 CFR Part 26, the Contract Document entitled COMPENSATION AND PAYMENT and the Sub-Article entitled PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS, Metro has elected to implement the following requirements related to the Work that is performed by all Subcontractors of any tier under this Contract.

- A. Executed Subcontract Agreements. - Contractor shall submit to Metro Contracting Officer complete copies of all executed Subcontracts and/or Purchase Orders within fourteen (14) calendar days after the Contractor, or its Subcontractors, executes each Subcontract or Purchase Order. Contractor shall also submit copies of all Changes Orders, Modifications, Addendums or Amendments to such Subcontracts and Purchase Orders within fourteen (14) calendar days after execution. Contractor shall not darken out or delete any information from the submitted Subcontract and Purchase Order documents. The Subcontract and Purchase Order prices shown in the submitted documents shall not be cause for any reason by any Party to make an adjustment to the Contract Price and such pricing information will only be used to implement the provisions hereunder and in the Contract Document entitled COMPENSATION AND PAYMENT related to Subcontractor payments and retention.
- B. Subcontract Values. – Contractor shall, in accordance with the Specification entitled COST/SCHEDULE INTEGRATION SYSTEM, breakdown the Schedule of Values and its monthly Application for Progress Payment making all work activities, the value thereof, payments made to date and retention withheld, distinguishable between the Contractor, its Subcontractors and Suppliers, inclusive of the baseline Work and all Contract Modifications.
- C. Releases. - In accordance with the requirements set forth in the Contract Document entitled COMPENSATION AND PAYMENT and the Article entitled PROGRESS PAYMENTS and the Article entitled PAYMENT TO SUBCONTRACTORS, Contractor shall cause that its Subcontractors and Suppliers complete and provide Conditional and Unconditional Waiver and Release forms, attached hereto as Exhibits SA-1 and SA-2, for Contractor to submit with its Applications for Progress Payment and Request for Final Payment. In the event Contractor fails to submit the required Waiver and Release form then any money's due for that Work performed shall not be paid and will be carried over to the next Progress Payment, or the Final Payment delayed, until such time Contractor submits the required Waiver and Release form. Any such payment withheld shall not be cause for a Contract Change, Claim, or subject to any accrued interest.
- D. Survival of Obligations. - Without limiting any other provision of the Contract relating to continuing obligations that extend beyond Final Acceptance of the Work or any Subcontractors' or Suppliers' Work under this Contract, the Contractor's responsibility for injury to persons and/or property arising from its duties and obligations under the Contract, including without limitation, the Articles entitled LIABILITY AND INDEMNIFICATION, GOODS, and WARRANTY in the Contract Document entitled GENERAL CONDITIONS,

shall survive acceptance and any payment to Contractor by METRO for any element of the Work performed by a Subcontractor or Supplier under this Contract.

- E. Undisclosed Incomplete Work. - Contractor will not be relieved of its obligations to complete any element of the Work, or any portion or item thereof, the non-completion of which was not disclosed to METRO prior to Final Acceptance of the Contract, regardless of: (1) whether such nondisclosures were fraudulent, negligent, or otherwise; and (2) METRO having inspected or accepted the element of the Work, having accepted Contractor's certification that the element of the Work is completed, having made payment to Contractor for the element of the Work, or Contractor having made final payment, including a release of retention to its Subcontractor or Supplier for that element of the Work. Contractor shall remain obligated to correct all such items after Final Acceptance of the Contract under this Article and all other provisions of the Contract that, expressly or by their nature, extend beyond or survive Final Acceptance.
- F. Modified General Condition. The Contract Document entitled GENERAL CONDITIONS, the Article entitled ACCEPTANCE OF ELEMENTS OF THE WORK, and the sub-Article entitled PARTIAL ACCEPTANCE, is modified to read:
- “If portions of the Work (due to having independent utility or a subcontract being fully completed) are completed in advance of the deadlines specified in this Contract, METRO shall have the right to accept them in advance of the deadline for completion of the entire Contract. Any such partial Acceptance shall follow a procedure similar to that required for Substantial Completion, modified as specified by the Contracting Officer. The Contracting Officer will also determine the effect of such partial Acceptance on Contractor's responsibility for maintenance during construction and its Warranty obligations.”
- G. Inspection of a Subcontractor's work, under the terms of this Special Provision, shall not constitute an exception for Acceptance as contemplated by the General Condition Article entitled PERFORMANCE AND INSPECTIONS, sub-article 20.1.4, unless it is specified in writing as stated therein.
- H. The terms of this Special Provision, as it relates to General Condition entitled PERFORMANCE AND INSPECTIONS, sub-article 20.1.5, creates an METRO obligation to make inspections of Subcontractors completed work for the limited purpose of implementing the terms of this Special Provision, such inspections shall not relieve Contractor of any of its responsibilities under this Contract.
- I. After the Contractor has notified METRO that a Subcontractor's work is complete, METRO may charge the Contractor for any additional costs METRO incurs for the inspections when the Work is not ready at the time

indicated in the notice or when an additional inspection is necessitated by prior rejection.

- J. Contractor shall consider and plan for the requirements of this Special Provision and any delay in any Critical Path, or other interruption to the Contractor, resulting from any inspections or other terms of this Special Provision shall **not**, for any reason, result in an increase to the Contract Price or Time, nor entitle Contractor to any recovery of any costs, or delay, or interest payments occasioned thereby.
- K. Notwithstanding any terms of this Special Provision, the terms of Warranty, either express or implied in this Contract remain unchanged.
- L. Modified Compensation and Payment Article -

CP-3 RETENTION AND ESCROW ACCOUNTS*
(Only paragraphs A & B are revised.)

- A. Retention:
METRO shall retain from each Progress Payment ten percent (10%) of the Progress Payment as part security for the fulfillment of the Contract by the Contractor. However, after fifty percent (50%) of the Work has been completed, if in the sole discretion of METRO progress on the Work is satisfactory, METRO will not make further deductions on the remaining Progress Payments, except that the amount of the retention withheld shall not at any time thereafter be less than five percent (5%) of the Contract Price, as amended, or as adjusted by Change Orders. However, if METRO determines that the Work or progress of the Work is unsatisfactory, METRO may reinstate, continue or increase retentions in amounts necessary to increase the total retention to an amount not to exceed ten percent (10%) of the Contract Price. Notwithstanding any payments made to Contractor, out of retention or other monies withheld, or other monies due Contractor under this Contract, in the implementation of 49 CFR Part 26 and the Article entitled PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS, in the Contract Document entitled COMPENSATION AND PAYMENT, METRO shall withhold retention from each progress payment, consistent with the amounts allowed above, whereas METRO shall withhold not less than 5% of the Contract price until final completion and acceptance of the Contract.
- B. Substitution of Securities:
To ensure performance under the Contract, the Contractor may, at its sole expense, substitute securities equivalent to the retention withheld by METRO. Such securities shall be deposited with an escrow agent approved by METRO, who shall then pay such retention to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code §16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts,

standby letters of credit, or any other security mutually agreed to by the Contractor and METRO. No such substitution shall be accepted until the Escrow Agreement, securities, and any other documents related to the substitution are reviewed and accepted in writing by METRO. In the event Contractor's subcontractors elect to do any of the following the Contractor shall:

1. If a subcontractor elects to substitute securities in lieu of retention with the Contractor, then in accordance with the sub-Article herein entitled "Prompt Payment of Withheld Funds to Subcontractors", when Contractor certifies to METRO that all tasks called for in the subcontract have been satisfactorily accomplished and METRO has inspected the Work, Contractor shall release the subcontractor's securities within thirty (30) days after receipt of Metro notice on the completed inspection, even though there may be no adjustment(s) to be made to Contractor's substitute securities in lieu of retention.
2. In the event the Contractor elects to substitute securities in lieu of retention and a subcontractor has not elected to substitute securities in lieu of retention, Contractor may withhold from his or her subcontractor the amount of retention that would have otherwise been withheld, yet when, in accordance with the sub-Article herein entitled "Prompt Payment of Withheld Funds to Subcontractors", Contractor certifies to METRO that all tasks called for in the subcontract have been satisfactorily accomplished and METRO has inspected the Work, Contractor shall release the subcontractor's retention within thirty (30) days after receipt of Metro notice on the completed inspection, even though there may be no adjustment(s) to be made to Contractor's substitute securities in lieu of retention.

END OF SPECIAL PROVISIONS

EXHIBIT SA-1 - CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of _____ located at _____
(Owner)

_____ to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to _____
(Job Description) (Your Customer)

through _____, only and does not cover any retentions retained before or after the
(Date)

release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Original Contract Price	\$ _____
Executed Changes to date	\$ _____
Total Contract Price to date	\$ _____
Total Earned to date	\$ _____
Total Payments Received to date	\$ _____
Retention withheld to date	\$ _____
Any other withholdings to date	\$ _____

Dated: _____ Company Name: _____

Signed by: _____
(Print Name) (Print Title)

**EXHIBIT SA-2 - UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
OR FINAL PAYMENT**

The undersigned has been paid and has received a progress payment, or final payment, in the sum of \$ _____ for labor, services, equipment, or material furnished to _____ on the job of _____ located at _____ and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to _____ through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress or final payment.

Original Contract Price	\$ _____
Executed Changes	\$ _____
Total Contract Price	\$ _____
Total Payments Received to Date	\$ _____
Total Retention Amount	\$ _____
Other withholdings, Total	\$ _____

Dated: _____ Company Name: _____

Signed by: _____ (Print Name) _____ (Print Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

SPECIAL PROVISIONS

APPENDIX A - WORK COMPLETION SCHEDULE (SAMPLE)

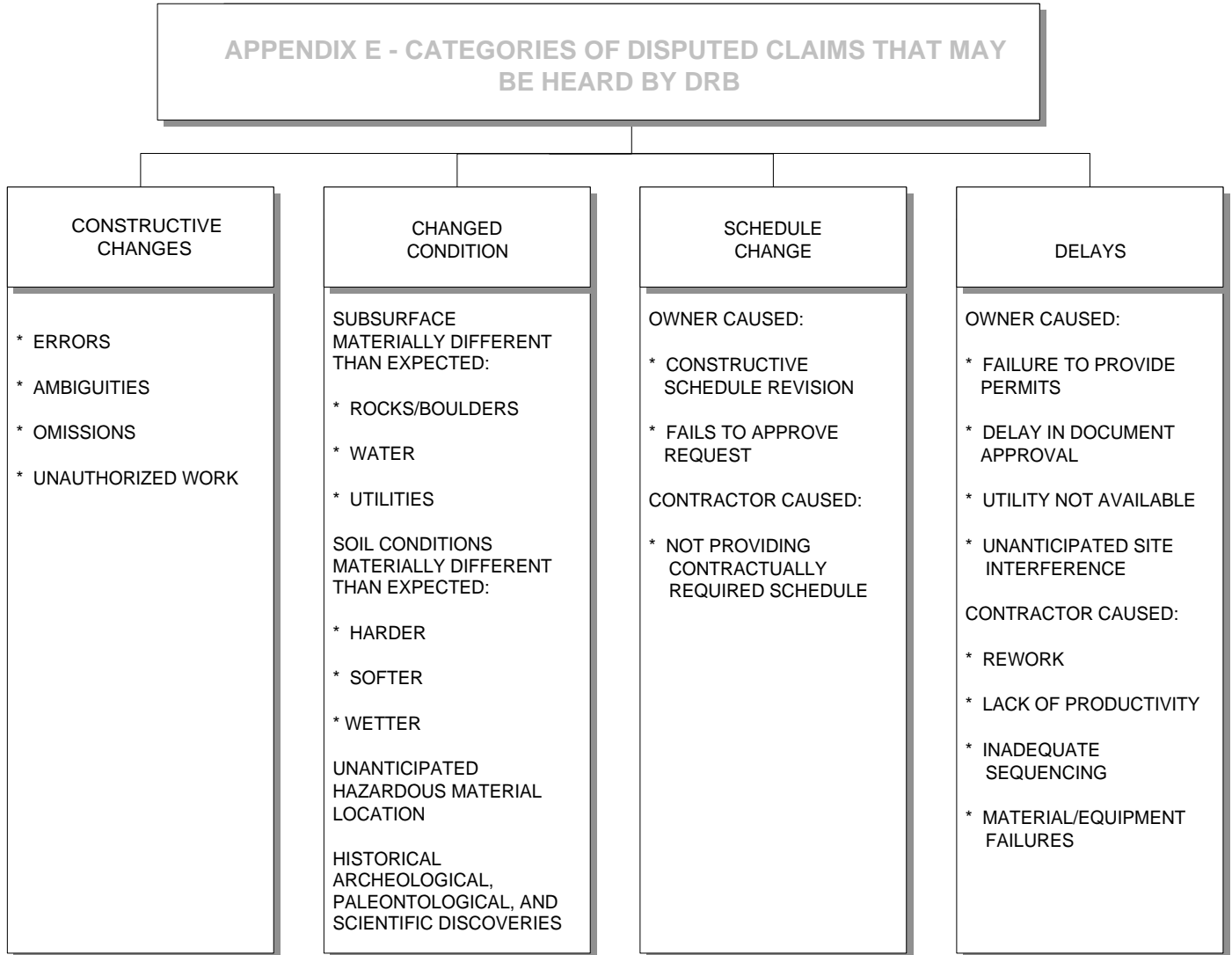
Contractor shall commence performance of the Work upon the date specified in the formal Notice to Proceed issued to the Contractor hereunder and shall furnish sufficient forces, facilities and construction plant, and shall work such hours, including extra shifts and overtime operations, so as to prosecute the Work to completion in accordance with the following major Contract dates:

Milestone	Description	Schedule
No. 1		_____ calendar days effective date of Notice To Proceed.
No. 2		_____ calendar days effective date of Notice To Proceed.
No. 3		_____ calendar days effective date of Notice To Proceed.
No. 4		_____ calendar days effective date of Notice To Proceed.
No. 5		_____ calendar days effective date of Notice To Proceed.
No. 6		_____ calendar days effective date of Notice To Proceed.
No. 7		_____ calendar days effective date of Notice To Proceed.
No. 8		_____ calendar days effective date of Notice To Proceed.
No. 9		_____ calendar days effective date of Notice To Proceed.
No. 10		_____ calendar days effective date of Notice To Proceed.

SPECIAL PROVISIONS
APPENDIX B - AVAILABILITY SCHEDULE

SPECIAL PROVISIONS
APPENDIX D - METRO-FURNISHED GOODS

APPENDIX E – CATEGORIES OF DISPUTED CLAIMS THAT MAY BE HEARD BY THE DRB



APPENDIX E - PERFORMANCE BOND

TBD (IFB/RFP No.)
TBD (Solicitation Title)

WHEREAS the Los Angeles County Metropolitan Transportation Authority ("Metro") has awarded to _____ ("Principal"), Contract No **TBD (IFB/RFP No.), TBD (Solicitation Title)** and

WHEREAS Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract;

NOW, THEREFORE, we _____, as Principal, and _____, ("Surety"), as Surety, are held and firmly bound unto Metro in the sum of _____ Dollars (\$_____), this amount being not less than the Total Contract Price in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety shall pay reasonable attorneys' fees to Metro in an amount to be fixed by the court.

The condition of this obligation is such that, if the hereby-bonded Principal or its heirs, executors, administrators, successors, assigns, or Subcontractors shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or modification of the contract documents or of the Work to be performed there under.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the _____ day of _____ 200__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: _____
(Principal)

By: _____
(Surety)

By: _____

APPENDIX E - PAYMENT (MATERIAL AND LABOR) BOND

**TBD (IFB/RFP No.)
TBD (Solicitation Title)**

PAYMENT (MATERIAL AND LABOR) BOND

WHEREAS the Los Angeles County Metropolitan Transportation Authority ("Metro") has awarded to _____ ("Principal"), **TBD (IFB/RFP No.)**, **TBD (Solicitation Title)** and

WHEREAS Principal is required under the terms of the Contract to furnish a Bond to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we _____, as Principal, and _____, ("Surety"), as Surety, are held and firmly bound unto Metro in the sum of _____ Dollars (\$ _____), this amount being not less than the Total Contract Price in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by these presents. In case suit is brought upon this Bond, Surety will pay reasonable attorneys' fees to Metro and the plaintiff(s) in an amount to be fixed by the court.

The condition of this obligation is such that, if the hereby-bonded Principal, or its heirs, executors, administrators, successors, or assigns, or Subcontractors shall fail to pay any of the persons named in Civil Code § 3181 or to pay amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or amounts due under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or its Subcontractors pursuant to § 13020 of the Unemployment Insurance Code with respect to Work or labor performed under the Contract, then the Surety herein named shall pay for the same in an amount not exceeding the sum specified in this Bond; otherwise the above obligation shall be void.

This Bond shall inure to the benefit of any of the persons named in Civil Code § 3181 as to give a right of action to such persons or their heirs, executor's, administrators, successors, or assigns in any suit brought upon this Bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the contract documents, or of the Work to be performed there under.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the _____ day of _____, 200____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By: _____
(Principal)

By: _____
(Surety)

By: _____

