

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
PART B
GENERAL CONDITIONS – SERVICES

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART B

GENERAL CONDITIONS - SERVICES

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★ ATTACHMENT 1 - SPECIAL CLAUSES FOR FEDERALLY FUNDED CONTRACTS

ATTACHMENT 2 - CALIFORNIA CODES - PUBLIC CONTRACT CODE SECTION 20104-20104.6

GENERAL CONDITIONS SERVICES

GC-1 GLOSSARY OF TERMS *

GC-1-A Abbreviations and Symbols

* Flowdown requirement as defined in the Article entitled
SUBCONTRACTORS AND SUPPLIERS herein

ADR Alternative Disputes Resolution

Cal-OSHA California Occupational Safety and Health Administration

CEO Chief Executive Officer

CFR Code of Federal Regulations

EPA United States Environmental Protection Agency

FAR Federal Acquisition Regulations

FTA Federal Transit Administration

GEC General Engineering Consultant

MTA Los Angeles County Metropolitan Transportation Authority

NTE Not-to-Exceed

OSHA United States Department of Labor, Occupational Safety and Health
Administration, and Occupational Safety and Health Act

PUC Public Utilities Code, State of California

RFC Request for Change

U.S.C. United States Code

GC-1-B Definitions

Acceptance

Documentation prepared by the MTA or its Authorized Representative attesting to the completion of all of the Services or Work under the Contract or a CWO or a specified portion thereof.

Alternative Disputes
Resolution:

Means for settling a disputed claim which may include arbitration, mediation or other recognized means for settling a dispute.

Amendment:	A document mutually agreed to by the Parties modifying the Contract.
Approve:	To confirm documents presented by and/or actions of the Contractor related to the Work under the Contract or CWO.
Assessment:	A cost imposed on the Contractor for non-compliance with certain contractual requirements.
Authorized Representative:	Person or firm empowered to act for or in the place of the named business or governmental entity.
Chief Executive Officer:	The Chief Executive Officer (CEO) of the MTA.
Claim:	A written demand by one of the Contracting Parties for: <ol style="list-style-type: none"> 1. time extension; and/or 2. payment of money.
Consultant	One that provides Services or Work to the MTA, also defined as the Contractor.
Consultant Change Notice (CCN):	A document issued by the MTA to the Contractor detailing a proposed change to the Contract or CWO.
Contract:	Written agreement executed by the MTA and the Contractor which sets forth the rights and obligations of the parties in connection with the Services and Work, and which includes the Contract Documents.
Contract Work Order (CWO):	The document issued by the MTA for each separate assignment detailing the Scope of Work, price and completion time.
CWO Period of Performance:	The total time period allowed for completion of the Work, including all authorized time extensions, as specified in each CWO.
CWO Price:	The not-to-exceed amount agreed to by the Parties to perform the Scope of Work.
Contracting Officer:	The CEO or a designated representative who is authorized and empowered to execute contracts, contract amendments, CWOs, CWO Revisions, WACNs, and agreements on behalf of the MTA.
Contractor:	The individual, firm, partnership, corporation, joint venture or combination thereof, referred to throughout the Contract in the singular and by the neuter term "it", that has entered into the Contract with the MTA.

Cure Notice: Written notice from the MTA to the Contractor to correct Work performed not in conformance with the Contract or CWO.

Design Professional (DP): A person licensed as an architect, registered as a professional engineer, licensed as a land surveyor or otherwise licensed or registered in a professional discipline pursuant to the laws of the State of California.

Days: Unless otherwise stated, "days" shall mean calendar days. When a required submittal falls on a non-business day, submittal shall be on the next business day.

Goods: Equipment, material and/or products required to perform the Services. Goods may be furnished by the MTA or required to be furnished by the Contractor.

Home Office: The home office(s) of the Contractor's firm.

Invoice: A request for payment for Work performed.

Milestone: An established event or occurrence that is associated with the Schedule as defined in the Contract or CWO.

MTA: The Los Angeles County Metropolitan Transportation MTA (MTA) or its successor, or any successor in interest, or its Authorized Representative.

Notice of Termination: Written notice from the MTA to the Contractor terminating the Contract or CWO, or a portion thereof, either for convenience of the MTA or for default due to the Contractor's failure to perform its contractual obligations.

Payment Application: A request for payment for Work performed.

Parties: The MTA and the person(s), governmental entities, or business entities entering into the Contract.

Period of Performance: The total time period allowed for completion of all Services or Work under the Contract or CWO, as specified in the Form of Contract or CWO.

Prime Design Professional (PDP): A design professional with a written Contract directly with the MTA.

Program: Existing and planned rail transit system that is and will be operated by the MTA.

Project: A portion of the Metro Transit System as defined in the Form of Contract

Provide:	In reference to Work to be performed by the Contractor, "provide" means to perform Work in accordance with the Scope of Services and the Scope of Work.
Request for Change (RFC):	A document issued by the Contractor to the MTA detailing a proposed change to the Contract or CWO.
Request for Substitution:	Goods, service(s), or system(s) that the Contractor requests to use in lieu of that specified in the Contract.
Revision:	A document issued by the MTA to the Contractor or mutually agreed to by the Parties modifying the Contract or CWO.
Schedule:	A time phased Project execution plan that identifies all activities necessary to implement a given Project in a logical time phased manner. The Contract or CWO Schedule provides the start and completion date of each activity and its Milestones. The Project Schedule shall include the Milestones for the entire Project.
Scope of Services (Services):	Description of the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in the Contract, including all technical and professional services, and Goods used during all related activities whether originally or subsequently Scheduled.
Scope of Work:	Description of the Work to be provided by the Contractor under the Contract or CWO.
Special Provisions:	Requirements applicable to the Contract that invoke, modify, and/or supplement the General Conditions (see Part C).
State:	The State of California.
Subconsultant Design Professional (SDP):	Design professional hired by a prime design professional.
Subcontractor:	Any individual, firm, partnership, corporation, joint venture or combination thereof, other than employees of the Contractor, that enters into a legal agreement with the Contractor to furnish Work, labor or Goods as a portion of the Work. Unless otherwise specified, Subcontractors includes Subcontractors of any tier.
Supplier:	Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor, or Subcontractor that enters into a legal agreement with the Contractor and that manufacturers, distributes or furnishes tangible Goods

as a portion of the Work, with Work usually limited to delivery and/or required testing.

- Technical Review:** A technical quality and progress audit including, but not limited to, a check of budget versus expenses to date, technical progress, quality of work, Schedule assessment and a measurement of design hours per drawing, review of adherence to policies and procedures and safety requirements.
- Total Contract Price (TCP):** The total compensation approved by the MTA's governing board to be paid to the Contractor in accordance with the terms of the Contract (and Amendments thereto).
- Transit System:** The entire fixed guideway rail transportation system, including right-of-way, pavement, tracks, structures, equipment appurtenances, and all other related property of the MTA.
- Work:** The sum of all activities, Services and Deliverables, to be accomplished under the Contract or CWO.
- Worksite:** The location where the Contractor's Work will be performed as defined in the Contract or CWO(s). The term may include the location of work performed by others (i.e., the construction site of a Project).

GC-2 INTERPRETATION ★

GC-2-A Information

1. Furnished By The MTA:

Upon request by the Contractor, the MTA shall furnish the Contractor any general information and data readily available to the MTA or those under contract to the MTA, which the Contractor determines, may be of use to the Contractor in the performance of the Work. MTA shall rely upon the Contractor to determine which of the general information and data readily available to the MTA the Contractor requires for the performance of the Work hereunder. The MTA makes no representations with respect to the reliability, accuracy, or completeness of any information or data it may furnish hereunder. The Contractor is entitled to rely on the information or data to the extent a professional engineer believes it is appropriate to do so. The Contractor is expected to apply its professional judgment and seek any clarification it deems necessary.

2. Furnished by Others:

The Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private agencies or companies that are not under contract to the MTA. The Contractor is to apply its professional judgment as to the reliability of the information or data for the purpose for which the Contractor intends on utilizing such information or data.

GC-3 PRECEDENCE OF CONTRACT DOCUMENTS ★

The precedence of the Contract Documents shall be as follows in the event of any conflict within the Contract Documents.

GC-3-A Precedence of Contract Documents:

Except as otherwise specified in this Article, the precedence of the Contract documents shall be as follows in the event of any conflict:

- a) Contract Work Order Revisions
- b) Contract Work Orders
- c) Amendments (later amendments having precedence over earlier amendments), with each amendment taking its order of precedence from the document it amends
- d) Form of Contract
- e) Special Provisions (Part C)
- f) General Conditions (Part B)
- g) Compensation and Payment Provisions (Part D)
- h) Contract Compliance Manual (Part E)/Labor Compliance Manual (Part O)
- i) Alcohol and Drug-Free Workplace Manual (Part N)
- j) Policies and Guidelines on Lobbying (Part J)
- k) Federal Lobbying Restrictions (Part K) (if applicable)
- l) Scope of Services (Part A)
- m) Contractor Code of Conduct
- n) Reference Specifications/Standards/Codes (if applicable)

GC-3-B Explanations

Should it appear that the Work to be performed or any relative matters are not sufficiently detailed or explained in the Contract, the Contractor shall request in writing from the MTA a written explanation as may be necessary and shall conform to the explanation given.

GC-3-C Omissions and Misdescriptions

1. The Contractor shall carefully study the Contract; shall verify all figures in the Contract Documents before performing the Work; shall promptly notify the MTA of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-conformities are discovered, shall obtain specific instructions in writing from the MTA before Contractor's proceeding with the Work. Any Work affected that is performed prior to the MTA's decision shall be at the Contractor's risk. The Contractor shall not take advantage of any apparent non-conformity that may be

found in the Contract. The MTA shall be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of the intent of the Contract. Omissions or misdescription of any Work that are manifestly necessary to carry out the intent of the Contract, or that are customarily performed, shall not relieve the Contractor from performing such Work at no additional expense and/or delay, and such Work shall be performed as if fully and correctly set forth in the Contract.

2. Terms

Where the terms "as indicated" and "as detailed," or words of similar import are used by themselves, it shall be understood that reference is made to the Technical Specifications or other technical documents provided by the MTA, or Contract drawings unless otherwise expressly stated. "Directed," "required," "permitted," "ordered," "designated," "selected," "approve," "accept," "satisfactory," "equal," "necessary," or words of like import shall be understood to require an identifiable action by the MTA unless otherwise expressly stated.

3. References within the Contract

References to Articles and Subarticles herein are made by citing the Title of the Articles only, e.g., a reference to this particular paragraph would be phrased "in the Article entitled 'INTERPRETATION,' which would necessarily be inclusive of all other paragraphs in this Article. However, where a reference is made to other paragraphs within the same Article, the reference is made as in the preceding sentence, i.e., "in this Article." References to other Sections of the Contract are made by citing the title of the Section.

GC-3-D Headings

The various topical headings contained in the Contract are intended for convenience only and shall not affect the meaning or interpretation of the Contract or any of its provisions.

GC-4 AUTHORITY OF THE CONTRACTING OFFICER

The MTA has the final approval in all matters relating to or affecting the Work. Except as expressly specified in the Contract, the Contracting Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by the MTA. The MTA shall inform Contractor in writing of delegations given by it to the Contracting Officer. Nothing in the Contract shall be construed to bind the MTA for acts of its employees and Authorized Representatives that exceed the delegation of MTA specified herein.

GC-5 MTA'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)

The MTA shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to the MTA's technical representative with an information copy to the MTA's Contract Administrator as may be requested by the MTA or as specifically required by the Contract. ALL CONTRACTUAL MATTERS SHALL BE ADDRESSED TO THE DESIGNATED CONTRACT ADMINISTRATOR.

GC-6 INDEPENDENT CONTRACTOR

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor shall be an independent contractor. The Contractor is not an agent of the MTA in the performance of the Contract, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any contractual relationship between any Subcontractor and the MTA. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

The MTA reserves the right of prior approval of all subcontractors and retains the right to request Contractor to terminate any subcontractor, for any reason deemed appropriate by the MTA, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subcontractor immediately.

GC-7 ORGANIZATION AND KEY PERSONNEL

- A. Before starting any Work, the Contractor shall submit for MTA review and acceptance, an organization chart showing the proposed organization established by the Contractor for the performance of the Work, including:
 - 1. lines of authority, responsibility, and communication;
 - 2. office organizations, if any; and
 - 3. names, titles, and functions of all supervisory and other key personnel.
- B. The Contractor's Project Manager shall supervise and direct the Work, and have overall responsibility for the Work in accordance with the Contract. The Contractor shall be solely responsible for implementation of all Work, means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Contract.
- C. The Contractor shall not reassign such key personnel to other projects without the MTA's prior written approval and until a satisfactory replacement has been approved by the MTA. The Contractor shall secure the prior written approval of the MTA for any change or reassignment of the key personnel, submitting written documentation of the new individuals' qualifications.
- D. If MTA provides office space to the Contractor, or requires Contractor to locate its office space in a specific location, then at all times during the performance of Work hereunder, only related Work shall be performed in such office space and Contractor shall not use such office space to perform non-Contract related work.

GC-8 SUBCONTRACTORS AND SUPPLIERS ★

GC-8-A Documentation and Acceptance

The Contractor shall submit a copy of all executed subcontracts at any time within thirty (30) days of execution regardless of value to the MTA for fulfillment of DBE/MBE/WBE Goals, and a copy of insurance certificates in accordance with the Special Provision

entitled INSURANCE REQUIREMENTS. Failure to submit subcontracts and certificates within the required time period will result in the Subcontractor's not being permitted to perform Work on the Project.

GC-8-B Performance of Work

The Contractor shall:

- 1) be responsible to the MTA for all acts and omissions of its own personnel, and of Subcontractors, Suppliers and their employees; and
- 2) be responsible for coordinating the Work performed by Subcontractors and Suppliers.

Should a portion of the subcontracted Work not be performed in accordance with the terms of the Contract, or if a Subcontractor commits or omits any act that would constitute a breach of the Contract, the Subcontractor shall be replaced and shall not again be employed on the Program.

GC-8-C Acceptance of Substitution of Subcontractor

1. The Contractor shall notify the MTA in writing of any proposal to substitute a Subcontractor in place of a Subcontractor listed in the Contractor's Qualification/Proposal. Prior to such substitution the Contractor shall secure the acceptance of the MTA. The Contractor shall submit the following information in a form similar to that contained in the Contractor's original Qualification/Proposal.
 - a. Name of Subcontractor
 - b. Location and Phone Number of Place of Business
 - c. Contact Person
 - d. Subcontractor's License(s) number and expiration date (if applicable)
 - e. Current MTA Contract Compliance Certification Status (if applicable)
 - f. The portion of the Services that will be performed by each Subcontractor.

The MTA will promptly initiate a review of the information submitted on each Subcontractor and transmit written notification to the Contractor concerning its decision.

2. The MTA shall not be responsible for delays incurred by the Contractor because of a timely disapproval by the MTA of a Subcontractor proposed by the Contractor, or for the late submittal for acceptance of a Subcontractor to the MTA, or because of a Subcontractor's removal from the performance of the Work.
3. The Contractor shall not do any of the following without the prior written consent of the MTA:
 - a. replace any previously accepted Subcontractor;
 - b. permit any previously accepted Subcontract to be assigned or transferred; and/or

4. However, the Contractor may perform the Work itself with qualified personnel, provided written permission is obtained from the MTA prior to performance of the Work.

GC-8-D Flow-down requirements:

1. The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower-tier Subcontracts:
2. All Articles, Subarticles or portions of the Contract noted by a star (★) shall be included in all Subcontracts of any tier.
3. All provisions required by law, regulation, rule, or the Contract shall apply to subcontracts and shall apply to all subcontracts of any tier.
4. By virtue of signing the subcontract, the following apply:
 - a. The Subcontractor acknowledges and agrees that all Work being performed by it under the subcontract shall be performed in accordance with the Contractor's Contract with the MTA.
 - b. The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to the MTA under its Contract.
 - c. The Contractor and the Subcontractor agree that the MTA is the third party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the MTA and the Contractor during the performance of the Work; upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the MTA.
 - d. The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between the MTA and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the MTA to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the subcontract and/or the Contractor's Contract with the MTA, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the MTA arising out of the subcontract.

GC-8-E This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the MTA. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

GC-8-F No Subcontractor shall be permitted to perform the Work under the Contract until it, or the Contractor, has supplied satisfactory evidence of required insurance to the MTA, in compliance with the Article entitled **INSURANCE REQUIREMENTS** of the Special Provisions (Part C).

GC-9 PERMITS

Except for any permits furnished by the MTA, the Contractor shall be fully responsible for identifying and obtaining, at its own expense, all necessary licenses and permits required for the timely prosecution of the Work.

The Contractor acknowledges that prior to entering into the Contract or any CWO it familiarized itself with the requirements of all applicable federal, state, county, and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits, in effect at time of execution of the Contract or issuance of any CWO. The Contractor shall be responsible for complying with all of the foregoing, at its sole expense and without any increase in the TCP or CWO Price or Contract or CWO Period of Performance set forth in the Form of Contract or CWO on account of such compliance, regardless of whether such compliance would require additional labor, equipment, or Goods not expressly stated in the Contract or CWO.

GC-10 GOODS ★

GC-10-A The Contractor shall furnish all Goods required to complete the Work, except those designated to be furnished by the MTA. Unless otherwise indicated in the Contract or CWO, Goods incorporated into the Work shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by the MTA. The MTA shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of the MTA to accept or reject such alternative.

GC-10-B Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Work. All Goods shall also be stored in a manner that facilitates inspection.

GC-11 STANDARD OF PERFORMANCE ★

GC-11-A The Contractor shall perform and require its Subcontractors to perform the Work in accordance with the requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the MTA will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Contract.

GC-11-B Contractor hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available or will make the necessary equipment, materials, tools, and facilities to perform the Work in an efficient, professional, and timely manner in accordance with the terms and conditions of the Contract.

GC-11-C All personnel shall have sufficient skill and experience to perform the work assigned to them. Contractor shall ensure that any individual performing work under the Contract requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Work assigned to them.

GC-11-D If any Work provided by the Contractor is deficient because of the Contractor's or a Subcontractor's failure to perform the Work in accordance with the above standards, the MTA shall report such deficiencies in writing to the Contractor. The MTA thereafter may:

1. Have the Contractor re-perform such Work at the Contractor's own expense; or
2. Have such Work performed in accordance with the Article entitled TERMINATION FOR DEFAULT herein, by others and the costs thereof charged to and collected from the Contractor.

GC-11-E Corrected or re-performed Work shall be subject to the above standards of performance.

GC-11-F The Contractor shall provide such specific standards of performance as may be set forth in individual CWOs as agreed to by the parties. If parties cannot agree the MTA shall unilaterally establish them.

GC-11-G The MTA shall have the right, in its absolute discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the Services or Work, if the MTA considers such removal necessary in the best interests of the Program and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Contractor at no cost or expense to the MTA. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Program.

GC-12 UNAUTHORIZED ACTIONS *

Any action taken by the Contractor or its Subcontractors not in conformance with the terms and conditions of the Contract will be considered as unauthorized and at the sole expense of the Contractor. Contractor or its Subcontractors will not be compensated for any actions deemed by the MTA to be unauthorized. No extensions of time will be granted under the Contract or CWO due to unauthorized actions.

No MTA employee or officer, except the Contracting Officer, may authorize any Amendments to the Contract, issue a CWO or make Revisions to CWOs.

GC-13 PERIOD OF PERFORMANCE

A. Neither party hereto shall be considered in default in the performance of its obligations with respect to schedule, to the extent that the performance of any such obligation is prevented or delayed by an excusable delay. Should Contractor's Work be delayed by an excusable cause, Contractor's schedule for completion of tasks affected by such delay may be extended. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies or MTA in either their sovereign or contractual capacities; fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, civil disturbance; but, in every case, the failure to perform must be reasonably beyond the control, and without the fault or negligence of the Contractor.

- B. Within 30 days after the last day of delay, the Contractor shall furnish the MTA with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to submit such information shall be sufficient cause for denying the delay claim.

GC-14 INSPECTION OF WORK, ACCEPTANCE ★

GC-14-A The MTA reserves the right to inspect all and every part of the Work at any time during the performance and after completion, at its discretion.

GC-14-B If the Work or any parts thereof have not been performed in accordance with the Contract, the Contractor will be notified in writing that such Work is rejected. Thereupon, the Contractor shall take the necessary corrective action. The MTA shall not be obligated to make any inspections, however, and neither the inspection of the Work, nor the lack thereof, shall relieve the Contractor of its responsibility for performing and providing the Work in accordance with the terms of the Contract.

GC-14-C The MTA shall not be deemed to have accepted the Contractor's performance of the Work unless the MTA or its designated representative has given written notice of final acceptance of the Work to the Contractor. No payment in whole or in part shall be construed to be an acceptance of the Work.

GC-14-D The MTA shall have access, at all reasonable times, to the Contractor's calculations, supporting materials, data, and information concerning the Work, including computer programs and printouts, which the MTA determines are required to review the Work properly and expeditiously. The Contractor shall furnish sufficient and convenient facilities for such inspection and review, and shall grant the MTA's designated representatives free access at all reasonable times to all locations where the Work is performed.

GC-14-E Prior to the release of Work or issuance of a CWO, the MTA and the Contractor shall determine which required reports will be submitted to the MTA in draft form before final submission of the report.

GC-15 FINAL ACCEPTANCE ★

GC-15-A Final Acceptance of Work

When the Contractor determines that all Work as authorized in the Contract or CWO is fully completed including all required submissions and deliveries to the MTA specified in the Contract or CWO, the Contractor shall give the MTA a written Request for final Contract or CWO Acceptance within ten (10) working days thereafter, specifying that the Work is completed and the date on which it was completed. Within ten (10) days after the receipt of the Request for Final Contract or CWO Acceptance, the MTA will commence a final review of the Work and, within 60 days will either:

1. give the Contractor a final Contract/CWO Acceptance; or
2. advise the Contractor in writing of any outstanding item or items which must be furnished, completed or corrected at the Contractor's cost.

Upon submittal of the request for final Contract/CWO Acceptance, the Contractor shall make no additional charges for Work under the Contract/ CWO. The MTA shall not pay

for any additional charges or be liable for any costs incurred after the date of receipt of the request for final Contract/CWO Acceptance of Contract/CWO Work.

This procedure shall comply with the MTA's procedure entitled Services Contract Close-out in effect at the time of the request for Final Acceptance and shall be repeated until such time as the MTA is satisfied that the Work has been completed in accordance with the requirements of the Contract/CWO.

GC-15-B Final Acceptance of Contract

When the MTA determines that all Work authorized under the Contract has been completed and the MTA requires no further work from Contractor, or the Contract is otherwise terminated or expires in accordance with the terms of the Contract, the MTA shall give the Contractor written notice that the Contract will be closed out. Contractor shall submit all outstanding Billings, Work submittals, Deliverables, reports or similarly related documents as required under the Contract and any CWO, within ninety (90) days of receipt of notice of Contract close-out. Upon MTA's receipt of Contractor's submittals under this Article, the MTA shall commence a closeout audit of the Contract within one hundred twenty (120) days after final submission of the last Contractor's or Subcontractor's overhead rates and will either:

1. give the Contractor final Contract acceptance; or
2. advise the Contractor in writing of any outstanding item or items which must be furnished, completed or corrected at the Contractor's cost.

This procedure shall comply with the MTA's procedure entitled Services Contract Close-out. Notwithstanding the final Contract/CWO Acceptance the Contractor will not be relieved of its obligations hereunder, nor will the Contractor be relieved of its obligations to complete any portions of the Work, the non-completion of which were not disclosed to the MTA (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and the Contractor shall remain obligated under all those provisions of the Contract which expressly or by their nature extend beyond and survive final Contract and/or CWO Acceptance.

GC-15-C Any failure by the MTA to reject the Work or to reject the Contractor's Request for final Contract or CWO Acceptance as set forth above, shall not be deemed to be Acceptance of the Work by the MTA for any purpose nor imply Acceptance of, or agreement with, the Contractor's Request for final Contract and/or CWO Acceptance.

GC-16 SAFETY ★

GC-16-A The Contractor shall at all times conduct its operations in such a manner as to avoid risk of bodily harm to persons or damage to property. The Contractor shall promptly take all reasonable precautions to safeguard against such risks and shall make regular safety inspections of its operations. The Contractor shall be solely responsible for the discovery, determination and correction of any unsafe conditions caused by the Contractor's performance of the Work.

GC-16-B In addition, the Contractor shall comply with all applicable safety laws, standards, codes, rules, and regulations, including any safety program established by the MTA. The Contractor shall cooperate and coordinate with the MTA and with other MTA Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by the MTA. Notwithstanding, the construction contractor shall remain responsible for the construction site safety.

GC-16-C The Contractor shall inform its personnel of the MTA safety practices and the requirements of the MTA's safety program. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel.

GC-17 **WARRANTY** ★

The Contractor warrants that all Work shall be in accordance with the Contract and shall comply with the Standard of Performance for a period of one year from final acceptance of the Work. In the event of breach of this warranty, the Contractor shall take the necessary actions to correct the breach and the consequences thereof, at the Contractor's sole expense, in the most expeditious manner as permitted by existing circumstances. If the Contractor does not promptly take steps to correct the breach upon notification thereof by the MTA, the MTA without waiving any other rights or remedies it may have at law or otherwise, may do so or cause others to do so, and the Contractor shall promptly reimburse the MTA for all expenses and costs incurred in connection therewith.

GC-18 **RIGHTS IN PROPERTY** ★

GC-18-A Title

1. All property purchased by the Contractor for the MTA, shall be hereinafter referred to as MTA Property. Title to MTA Property shall pass to and vest in the MTA upon the vendor's delivery and acceptance of such property by the Contractor.
2. Title to MTA Property shall not be affected by its incorporation into or attachment to any property not owned by the MTA, nor shall MTA Property become a fixture or lose its identity as personal property by being attached to any real property.
3. The title transferred as described above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.
4. The Contractor shall promptly execute, acknowledge, and deliver to the MTA proper bills of sale or other written instruments of title in a form as required by the MTA; said instruments shall convey to the MTA title to material free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

GC-18-B The MTA Property shall be used only for performing Work on the Contract or CWO, unless otherwise provided in the Contract or approved by the MTA's Contract Administrator.

GC-18-C Property Administration

1. The Contractor shall be responsible and accountable for all MTA Property provided under the Contract and shall submit an inventory list, or revised list, in a form acceptable to the MTA's Contract Administrator within thirty (30) days of acquisition of MTA Property.
2. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of MTA Property in accordance with sound business practice.

3. If damage occurs to MTA Property, the Contractor shall replace the items not otherwise covered by any warranties, or the Contractor shall make the necessary repairs at the MTA's direction, all at no additional charge to the MTA.

GC-18-D The MTA and all its designees shall have access at all reasonable times to the premises in which any MTA Property is located for the purpose of inspecting the MTA Property.

GC-18-E Upon completing the Contract or CWO or at such earlier dates as may be fixed by the MTA: (1) the Contractor shall prepare and submit a final inventory list of all MTA property which includes the property's description, location and condition, and; (2) the Contractor shall prepare for shipment, and deliver F.O.B. destination, the MTA property as may be directed or authorized by the MTA.

GC-19 PAYMENT OF CONTRACTOR

GC-19-A Contractor shall submit, monthly, a request for payment for Work rendered. The request for payment shall itemize the Work performed and contain one (1) copy of such documentation as required to support the request for payment. The request for payment shall be signed and submitted in triplicate on Contractor letterhead to the address shown in the Special Provisions (Part C).

GC-19-B If Contractor is recognized as a Prime Design Professional (PDP), any amount wrongfully withheld, or not timely paid, in accordance with B above is subject to a penalty of one and one-half percent (1 1/2%) of the improperly withheld amount, in lieu of any interest otherwise due, per month for every month that payment is not made, as required by Civil Code Section 3320. The above penalty shall be separate from, and in addition to, the provisions established for Stop Notices.

Civil Code Section 3320 currently provides that in the event that there is a good faith dispute over all or any portion of the amount due on a progress payment to the PDP, then the MTA may withhold from the payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. The disputed amount withheld shall not be subject to any penalties authorized by Civil Code Section 3320.

GC-20 PAYMENT OF SUBCONTRACTORS ★

Commencing with the second invoice, the Contractor shall provide the MTA with certification stating that all Subcontractors and Suppliers who have furnished any Goods or labor prior to the date of the certificate have been paid all amounts due them pursuant to the terms of their Subcontracts or purchase orders. The Contractor shall maintain proof of payment to each Subcontractor and Suppliers at its offices, consisting of canceled checks, evidence of electronic transfers, or other documentation, which shall be subject to examination and review by the MTA at any time during the duration of the Contract. The failure of the Contractor to provide the foregoing certificates, or the improper certification of any payments made to Subcontractors, may result in the MTA withholding the amount in dispute until said dispute is resolved, or in exercising any other rights the MTA may have under the Contract.

GC-20-A

1. The Contractor shall pay all Subcontractors who are Subconsultant Design Professionals (SDP) for and on account of Work performed by such Subcontractors in accordance with the terms of their respective Subcontracts not later than fifteen (15) days after receipt of each progress or final retention payment as required by the

California Civil Code Section 3321. Such payments to Subcontractors shall be based on the Article entitled PROGRESS PAYMENT APPLICATIONS AND INVOICING of the Compensation and Payment Provisions (Part D).

2. The Contractor further to return retainage payments to each Subconsultant within ten (10) days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MTA. This clause applies to both DBE and non-DBE Subconsultants.

GC-20-B If the MTA deems that the Contractor has failed to comply with this Article, the MTA may give written notice to the Contractor that, if the default is not remedied within a specified period of time (at least five (5) days), the Contract or CWO may be terminated. The Contract or CWO may be terminated for cause in accordance with the Article entitled TERMINATION FOR DEFAULT herein.

GC-20-C

1. If Subcontractor is a SDP, any amount wrongfully withheld, or not timely paid, is subject to a penalty of one and one-half percent (1 ½ %) of the improperly withheld amount, in lieu of any interest otherwise due, per month for every month that payment is not made, as required by Civil Code Section 3321. The above penalty shall be separate from, and in addition to, the provisions established for Stop Notices.
2. Civil Code Section 3321 currently provides that in the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the PDP to a SDP, then the PDP may withhold from the payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. The disputed amount withheld shall not be subject to any penalties authorized by Civil Code Section 3321.

GC-21 PAYMENT OF TAXES

The Contractor shall pay all taxes, assessments, and duties applicable to and assessable against any Goods, Work, , processes, and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for determining all applicable taxes, assessments, and duties required to be paid under the Contract and paying them when due. The prices established in the Contract shall include compensation for any taxes, assessments and duties the Contractor is required to pay by laws and regulations in effect on the date the Qualification/Proposal was submitted or CWO issued. The Contractor will maintain auditable records subject to MTA reviews, confirming that tax payments are current at all times.

GC-22 EXTENSION OF TIME

GC-22-A The Contractor will be granted an extension of time for any portion of a delay in completion of the Work caused by acts of a public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, weather more severe than normal, any other cause not in the reasonable control of the Contractor or acts of God, providing that the:

1. Aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;

2. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and
3. Contractor notifies the MTA in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

GC-22-B Claims for additional compensation shall be limited to the costs incurred during an MTA approved extension of time measured at end of period of performance not at time of delay.

GC-22-C An extension of time will not be granted for a delay described above caused by a shortage of Goods, except MTA-furnished Goods, unless the Contractor supplies the MTA with documented proof that it made every effort to obtain such Goods from every known source within reasonable distance of the Work. The Contractor shall also submit proof, that the inability to obtain such Goods when originally planned, did in fact cause a delay in final completion of the Work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of Goods will be considered as a basis for an extension of time. No consideration will be given to any claim that Goods could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the MTA that:

1. such Goods could have been obtained only at exorbitant prices or;
2. the prices were entirely inconsistent with current rates, taking into account the quantities involved and the usual practices employed in obtaining such quantities; and
3. such facts could not have been known or anticipated at the time the Contract or CWO was executed.

GC-22-D In case the Contractor is actually and necessarily delayed by any act or omission on the part of the MTA, or others under contract with the MTA and providing that the Contractor notifies the MTA in writing within five (5) days from the beginning of any such delay, specifying the act or omission causing such delay, the time for completion of the Work shall be extended accordingly, and an adjustment shall be made to the TCP or CWO Price for any increase in the cost of performance of the Services or Work (excluding profit) necessarily caused by such delay. If the delay in the performance of the portion of Work described in the Contractor's five (5) day notice has been similarly delayed by Contractor-induced causes, including but not limited to the fault or negligence of the Contractor or any of its Subcontractors, the time for completion of the Work will be extended for the period of any such concurrent delay with no adjustment to the TCP or CWO Price.

GC-22-E Within thirty (30) days after the last day of a delay, the Contractor shall supply the MTA with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract and CWO references, and the measures taken to prevent or minimize the delay. Failure to submit such information shall be sufficient cause for denying the delay claim. The MTA will ascertain the facts and the extent of the delay; its findings thereon will be final and conclusive unless the Contractor disputes the decision. All time extensions must be approved by the MTA prior to Contract or CWO Final Acceptance.

GC-22-F No extension of time will be granted under this Article for any delay in which remedies are included or excluded by any other provision of the Contract. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes; only one extension will be granted for the entire delay.

The Work shall continue and be carried on in accordance with all the provisions of the Contract. The Contract shall remain in full force and effect during the continuance and until the completion and Final Acceptance of the Services or Work covered by the Contract or CWO, unless formally suspended or terminated in accordance with the terms of the Contract. Permitting the Contractor to finish the Work, or any part thereof, after the time fixed for completion or after the date to which the time for completion may have been extended and/or making payments to the Contractor after any such periods shall not constitute a waiver on the part of the MTA of any rights under the Contract.

GC-22-G Neither the granting of an extension of time beyond the date fixed for the completion of any part of the Work nor the performance and Acceptance of any part of the Work after the time specified for the completion of the Work shall be deemed to be a waiver by the MTA of the MTA's right to terminate the Contract or CWO for abandonment or failure to complete within the total time specified or to impose and deduct damages as may be specified.

GC-22-H In all cases that the Contractor either claims or intends to claim a delay, the Contractor shall submit to the MTA at the earliest possible date and supplement thereafter as information becomes available:

1. an analysis of the impact of the claimed delay event upon the Contractor's then current Schedule, identifying the affected activities and the actual impacts; and
2. proposals to minimize the effects of the claimed delay.

GC-23 CHANGES

GC-23-A The term "Change(s)," as used herein, means substitutions, additions, or deletions which result in revisions to the Contract or CWO. Change does not mean work performed by the Contractor to correct defective Work caused by the Contractor's negligent acts, errors or omissions.

GC-23-B The MTA may at any time, and from time to time without invalidating the Contract or CWO, make Changes in the Scope of Work. The MTA and Contractor will endeavor to reach mutual agreement regarding costs and Schedule associated with the Change; however, the MTA reserves the right to direct the Contractor to perform the Changed Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall be incorporated into the Contract or CWO through the issuance of a Contract Amendment or CWO Revision. All of the provisions of the Contract shall apply to Changes. Upon receipt of a Contract Amendment or CWO Revision, approved by the MTA, the Contractor shall continue performance of the Scope of Work as modified by the Amendment.

GC-23-C If a Fixed Fee as defined in the Compensation and Payment section (Part D) is a part of the compensation for the Contract or CWO, it is the agreed intent of the parties that the Fixed Fee is an amount fixed at the inception of a CWO with respect to the Work planned and Scheduled as set forth in the Scope of Work and is not intended to vary with actual costs for the Work. A Contract Amendment or CWO Revision issued hereunder may, but will not automatically, result in a Change to the Fixed Fee.

GC-23-D Contractor's Cost and Schedule Proposal: The Contractor shall submit a Contractor's Cost and Schedule Proposal (utilizing the Form 60 provided in Part D Compensation and Payments Provisions) to the MTA within ten (10) days after receipt of a change request. The proposal shall detail price and scheduling information showing all of the cost and time ramifications of the Changes shown in the request. If any prices or other aspects are

conditional, such as orders being made by a certain date or the occurrence of a particular event at a specified time, the Contractor shall identify these conditions in its proposal. The components to be used by the Contractor in preparing the proposal shall be those set forth in the Compensation and Payment Provisions and shall be presented in such a manner that all elements of the proposal can be easily identified and certified upon request. The submittal shall include certified current cost or pricing data as described in the Article entitled AUDITS herein.

GC-23-E Contract Amendment or CWO Revision:

A Contract Amendment shall be agreed to by the Parties to reflect changes in the Contract terms and/or Scope of Services.

When the Contractor's compensation for a Change and the required adjustments, if any, to the Total Contract Price or CWO Price and/or Schedule have been determined, a Contract Amendment or CWO Revision will be issued containing the following items:

1. the total Contract/CWO adjustments to be made.
2. a statement that it is the MTA's intention to treat the items described therein as Changes in the Work.
3. scheduling requirements, time extensions, prices, and all costs of any nature arising out of each Change and a Certificate of Current Cost or Pricing Data.
4. a statement that the adjustment to the Total Contract Price or CWO Price, if any, includes all amounts to which the Contractor is entitled as a result of the events giving rise to the CWO Revision.

The execution of a Contract Amendment or CWO Revision by both parties shall be deemed to be an agreement to all Changes in Contract terms and/or Scope of Services and costs and time of performance related to each Change. There will be no reservation of rights by either party on a bi-lateral Contract Amendment or CWO Revision.

For all Contract Amendments or CWO Revisions greater than or equal to two hundred thousand dollars (\$200,000), a Certification of Campaign Contributions must be submitted by the Contractor.

GC-23-F Except as expressly provided herein, no order, statement, or conduct of any person shall be treated as a Change under the Contract or a CWO or entitle the Contractor to any adjustment under the Contract or a CWO.

GC-24 AUDIT *

GC-24-A The Contractor, its Subcontractors and Suppliers shall be subject at any reasonable time to audits by the MTA and/or any firm of auditors appointed by the MTA or other authorized agencies acting as agents of a governmental entity (collectively defined as "Authorized Auditors") to verify compliance with all Contract requirements relative to practices, methods, procedures, and documentation. Upon reasonable advance notice, the Authorized Auditors shall have access at all reasonable times to all records and data for the Contract or CWO for the purpose of auditing and verifying the Contractor's costs claimed to be due and payable hereunder, or anticipated to be incurred in performing the Contract, maintained by the Contractor and its Subcontractors and Suppliers. Reasonable advance written notice

shall be provided with a copy sent to the Contractor's Authorized Representative for any audits performed at the Contractor's and/or Subcontractor's Home Office. The audits will be performed using FAR Part 30 and 31 et seq., generally accepted accounting practices and principles and the MTA's Contractor Cost Guidelines (Contractor Cost Guidelines is a guideline) for the allowability, allocability, and reasonableness of the costs. The Contractor shall maintain and the Authorized Auditors shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence, regardless of form (e.g. machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the Contract. Any information provided on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Contractor shall not, however, be required to furnish the Authorized Auditors with commonly available software. If the Contractor, its Subcontractors and/or Suppliers are required to submit cost or pricing data in connection with the Contract, Contract Amendment, CWO, or CWO Revision, the Authorized Auditors shall have the right to examine all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. The Authorized Auditors shall also have the right to reproduce (photocopy, download, transcribe, etc.) any such records. The Contractor shall make said evidence (or to the extent accepted by the Authorized Auditors, photographs, micro-photographs or other authentic reproductions thereof) available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge. The Contractor and its Subcontractors and Suppliers shall keep and preserve all such records for a period of at least three (3) years from and after Final Payment or, if the Contract is terminated in whole or in part, until three (3) years after final Contract closeout.

GC-24-B The Contractor, its Subcontractors and Suppliers are responsible for accounting for unallowable costs in accordance with FAR Subpart 31.201-6. All costs that are expressly unallowable or mutually agreed to be unallowable, including directly associated costs, shall be excluded from any Billing, Claim, or proposal applicable to the MTA's Contract or CWO. The detail and depth of records required as backup support for proposals, Billings, or Claims shall be that which adequately establishes and maintains visibility of identified unallowable costs, including directly associated costs. Unallowable costs involved in determining rates used for standard costs, or for indirect cost proposals or Billings, need be identified only at the time rates are proposed, established, audited, revised, or adjusted.

GC-24-C All Changes are subject to audit. Technical Reviews will be performed under the Article entitled INSPECTION herein. Changes with an absolute value of one hundred thousand (\$100,000) dollars or more shall require an audit. Exceptions to this requirement may include pricing for CCNs, Contract Amendments or CWO Revisions based on Contract or CWO unit prices, adequate price competition, established catalog or market prices for commercial items sold in substantial quantities to the public, and/or prices set by law or regulation.

With respect to changes made pursuant to the Article entitled CHANGES herein, the following shall apply:

1. If the Contractor has submitted cost or pricing data in connection with the pricing of any Contract Amendment or CWO Revisions to the Contract or CWO (unless the pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation) the Authorized Auditors shall have the right to examine, reproduce and audit books, records, documents, and other data or evidence regardless of form (e.g. machine readable media such as disk, tape, etc.) or type (e.g.

databases, application software, database management software, utilities, etc.) of the Contractor (including computations and projections) related to negotiating, pricing or performing the Change in order to evaluate the accuracy, completeness, and currentness of the cost or pricing data.

2. The Contractor shall maintain and segregate cost and pricing data, books, records, documents, and any other accounting evidence sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred by a Contract Amendment or CWO Revision.
3. For a period of three (3) years from the date of Final Payment under the Contract, and prior to the execution of any Contract Amendment that exceeds an absolute value of one hundred thousand dollars (\$100,000), the Authorized Auditors shall have the right to examine all books, records, documents, and any other applicable data or evidence that relate to the negotiation and/or performance of the Contract, a Contract Amendment, CWO, or CWO Revision for the purpose of evaluating the accuracy and completeness of the cost or pricing data submitted by the Contractor. To the extent that the examination reveals inaccurate, incomplete, or non-current data, the data shall be considered defective; if the audit indicates the Contractor has been overpaid under a previous payment application, such overpayment, after ten (10) days notice to the Contractor, will be administered in accordance with the provision entitled OVERPAYMENT REIMBURSEMENT in the COMPENSATION AND PAYMENT section (Part D).
4. The Authorized Auditors may require that the Contractor supply appropriate documentation to support the costs or prices proposed for a Contract Amendment or CWO Revision and shall refuse to complete negotiations until satisfactory documentation is submitted. The Contractor's books, records, documents and any other applicable data or evidence that relate to the negotiations and/or performance of the Contract Amendment or CWO Revision shall be subject to audit and inspection as defined in Subarticle GC-20-B above.
5. Also subject to audit by the Authorized Auditors shall be the Contractor's records, books, documents and any other applicable data or evidence relating to those items on a Billing that relates to:
 - a. Work performed under the Contract or a CWO;
 - b. Goods not yet incorporated into the Work;
 - c. Services or Work performed under a WACN, Contract Amendment or CWO Revision negotiated on an indefinite quantity basis; and
 - d. Fixed-price CWOs to validate the claimed percentage of completion on the payment application.

GC-24-D Defective Cost and Pricing Data: This Subarticle applies to any Contract, Contract Amendment, CWO or CWO revision involving aggregate increases or decreases expected to exceed an absolute value of one hundred thousand dollars (\$100,000):

1. Contractor Data
 - a. The increase in price, including profit, negotiated in connection with any Contract Amendment or CWO Revision under this Article shall be reduced accordingly and the Contract or CWO shall be modified to reflect the reduction if:

(1) the Contractor, Subcontractor, prospective Subcontractor, or Supplier supplied certified cost or pricing data that were not complete, accurate, and current; or

(2) any of these parties furnished data of any description that were not complete, accurate and current.

b. If Subcontractor substitutions are made, any reduction in the TCP or CWO Price under this Subarticle which is due to defective data from a prospective Subcontractor who was not subsequently awarded the Subcontract shall be limited to the amount (plus applicable overhead and profit mark-up) by which the actual Subcontract, or the actual cost to the Contractor (if there was no Subcontract) was less than the prospective Subcontract cost estimate submitted by the Contractor. This is provided that the actual Subcontract price was not itself affected by defective cost or pricing data.

c. The Contractor shall certify in substantially the form prescribed in FAR Subpart 15.804-4 that, to the best of its knowledge and belief, the data submitted under this Article were accurate, complete and current as of the date of agreement on the negotiated price of the Contract or CWO or the Contract Amendment or CWO Revisions.

2. Subcontractor/Supplier Data

a. Before awarding any Subcontract expected to exceed one hundred thousand dollars (\$100,000) when entered into, or pricing any Subcontract amendment involving aggregate increases and/or decrease in costs, plus applicable profits, expected to exceed one hundred thousand dollars (\$100,000), the Contractor shall require the Subcontractor to submit cost or pricing data, in writing, unless the price is:

(1) based on adequate price competition; or

(2) based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) set by law or regulation.

b. The Contractor shall require the Subcontractor to certify in substantially the form prescribed in FAR Subpart 15.804-4 that, to the best of its knowledge and belief, the data submitted under this Article were accurate, complete and current as of the date of agreement on the negotiated price of the Subcontract or Subcontract amendment.

3. Defective Cost and Pricing Adjustments

a. If the MTA determines under Subarticle GC-20-D-3 that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(1) The Contractor or Subcontractor was a sole-source supplier or otherwise was in a superior bargaining position and thus the price of the Contract or CWO would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

- (2) The MTA should have known that the cost or pricing data in issue were defective even though the Contractor or Subcontractor took no affirmative action to bring the character of the data to the attention of the MTA;
- (3) The Contract or CWO was based on an agreement about the total cost of the Contract or CWO and there was no agreement about the cost of each item procured under the Contract or CWO; or
- (4) The Contractor or Subcontractor did not submit a Certificate of Current Cost or Pricing Data.
 - a. Except as prohibited elsewhere in the Contract, an offset in an amount determined appropriate by the MTA, based upon the facts, shall be allowed against the amount of a Contract or CWO price reduction if:
 - (1) The Contractor certifies to the MTA that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (2) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the Contract or CWO (or price of the Amendment or Revision) and that the data were not submitted before such date.
 - b. An offset shall not be allowed if:
 - (1) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
 - (2) The MTA proves that the facts demonstrate that the Contract or CWO price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

GC-24-E Closeout Audit:

The MTA will perform a closeout audit after Final Acceptance of the Contract or CWO, with the exception of FFP CWOs with no CPFF Revision, in accordance with the General Condition entitled FINAL ACCEPTANCE OF THE WORK herein. Prior to or concurrent with the final Billing, the Contractor shall submit proposed final indirect cost rates in accordance with the provision entitled INDIRECT COSTS in the Compensation and Payment Provisions, for the fiscal year(s) encompassing the year(s) of performance of the Work for each Prime Contractor and Subcontractor included on the final Billing. For purposes of this Article, final Billing is defined as the last billing, which includes any adjustments from prior audit reports (i.e., interim incurred cost audits). Final Billing is not intended to mean Billings, which include the final direct costs, expected to complete the Work approved in the Final Acceptance. As provided herein, the MTA will make final payment one hundred twenty (120) days after submission of the final Billing. If there is a denial of access to records, delay of access to records or inadequate documentation from the Contractor or Subcontractors, final payment will be made one hundred twenty (120) days after the required records are provided to the MTA and the issue resolved. Total payment under a Contract or CWO will be subject to adjustments based on the results of the Close-out Audit.

GC-24-F In addition to the Flow-Down requirements pertaining to Subcontractors and Suppliers, the Contractor shall include, and require the inclusion in all agreements entered into for the performance of the Work, a provision requiring that its Subcontractors, Suppliers, and any other parties observe and comply with all of the obligations under this Article in the same manner and to the same extent as the Contractor.

GC-24-G The requirements of this Article are in addition to other audit, inspection, and record keeping requirements specified elsewhere in the Contract.

GC-25 AUDIT SOFTWARE

At the request of the MTA, the Contractor, Subcontractors and Suppliers shall allow installation of computer assisted audit techniques (CAAT) software supplied by the MTA on its computer systems during the audit of the MTA's contract. In lieu of installation of CAAT software on the Contractor's, Subcontractor's or Supplier's Home Office computers, a verified backup copy of its computer systems' database(s) can be supplied. Upon reasonable advance notice, the Authorized Auditors shall have access at all reasonable times to this software, database or verified copy for the purpose of auditing and verifying the Contractor's costs claimed to be due and payable hereunder. Prior to the start of an audit, the CAAT software will be supplied to the Contractor, its Subcontractors and Suppliers to allow for testing and review on its computer system. Once the audit is complete, the software will be removed from the Contractor's, its Subcontractors' and its Suppliers' computer system. The software will be installed permanently at the Program Office in order to assist the Authorized Auditors in the review of the Program Office costs.

GC-26 NOTICE OF INTENT TO CLAIM AND CLAIMS

- A. The Contractor shall give to the MTA a written notice of potential claim within five (5) days of any act or event for which it intends to seek adjustment in the Contract/CWO price, terms, or schedule. The written notice shall set forth the basis of the claim and an estimate of any costs involved. The claim shall be filed within 30 days of the act or event and shall be in sufficient detail to allow the MTA to evaluate the claim. The Contractor shall also furnish any additional information relating to the claim as the MTA may request. Failure of the Contractor to comply with these requirements shall be sufficient cause for denying the Contractor's claim.
- B. The MTA shall, within 30 days of the receipt of the claim, render a decision or provide an estimate of when a decision will be made. If no decision is made within 30 days of the filing of the claim, or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected by the MTA. The Contractor shall proceed diligently with performance of the Contract/CWO, pending resolution of any claim or appeal or action ensuing under the Contract/CWO.

GC-27 RESOLUTION OF DISPUTES

The Parties shall use their best efforts to resolve disputes under the Contract by submission of the dispute to the MTA's Contract Administrator and the Contractor's Contract Administrator. If a dispute cannot be resolved at this administrative level, the Parties may mutually agree to utilize an alternative dispute resolution (ADR) process such as arbitration, mediation, or other recognized ADR process for settling a dispute.

GC-28 SUSPENSION ★

GC-28-A The MTA may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying, or interrupting all or any part of the Work for a specified period of time.

GC-28-B If the MTA notifies Contractor that work on a particular portion of the Project will be suspended for a period to exceed one hundred eighty (180) days, Contractor shall immediately notify the MTA that key personnel working on that portion of the work can either:

(1) be moved to support another portion of the Program, as approved by the MTA, or

(2) be released because there is no need for the services of the specific key personnel on the Program

If suspension is less than one hundred eighty (180) days, Contractor and MTA shall agree upon the short-term duties of all affected personnel.

GC-28-C The Contractor shall comply immediately with any written order it receives from the MTA suspending the Work and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of suspended Work. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction of the MTA.

GC-28-D The Contractor shall be allowed an equitable adjustment in the TCP and CWO Price (not to include profit) and/or an extension of the Contract or CWO Time, directly attributable to any suspension and/or to recover reasonable costs incurred during suspension, provided that the Contractor makes a Claim as provided in the Article entitled NOTICE OF INTENT TO CLAIM AND CLAIMS herein. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that Contractor's performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment or an extension of time is provided for or excluded under any other term or condition of the Contract.

GC-28-E Submittal of an RFC by the Contractor for an equitable adjustment of the TCP or CWO Price or the Contract or CWO Time extension shall be filed in compliance with the Article entitled CHANGES herein; and within twenty (20) days after the end of the Work suspension. The provisions of this Article shall only apply if a written order of suspension is issued by the MTA.

GC-28-F The MTA will make partial payments against costs authorized by the MTA and incurred by the Contractor in connection with the suspended portion of the Contract or CWO, so long as the aggregate of such payments does not exceed the authorized value of the Contract or CWO.

GC-29 TERMINATION FOR CONVENIENCE OF THE MTA ★

GC-29-A The performance of the Services or Work under the Contract or a CWO may be terminated at any time, in whole or in part, as determined by the MTA in its sole discretion. Such termination will be accomplished by delivery of a Notice of Termination to the Contractor, specifying the extent to which performance of the Services or Work under the Contract or CWO shall be terminated and the date upon which such termination shall become effective.

GC-29-B After receipt of a Notice of Termination, except as otherwise directed by the AUTHORITY, the Contractor shall:

1. Stop Work under the Contract or a CWO on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or Subcontracts for Goods or Work, except as may be necessary for completion of such portions of the Services or Work expressly excluded from the Notice of Termination.
3. Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties, at any tier.
4. Terminate all orders and Subcontracts that relate to the performance of the Work terminated by the Notice of Termination.
5. Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the acceptance of the MTA if required (which acceptance shall be final for the purposes of this Article).
6. Assign to the MTA in the manner, at the times, and to the extent directed by the MTA all of the rights, titles, and interests of the Contractor under the orders and Subcontracts so terminated; in which case the MTA will have the right, at its sole discretion, to settle or pay any or all Claims arising out of the termination of such orders and Subcontracts.
7. Transfer title and deliver to the MTA in the manner, at the times, and to the extent directed by it:
 - a. Work in process, completed Work, and other Goods procured as a part of, or acquired in connection with, the performance of the Work terminated; and
 - b. the completed or partially completed plans, drawings, information, and other items that would have been required (per the Scope of Services and Scope of Work) to be furnished to the MTA if the Contract or a CWO had been completed.
8. Use its best efforts to sell the Goods of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the MTA, providing that the:
 - a. Contractor is not required to extend credit to any purchaser;
 - b. Contractor may acquire any such Goods under the prescribed conditions; and/or
 - c. proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by the MTA to the Contractor under the Contract or CWO.
9. Take any action that may be necessary, or that the MTA may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the MTA has or may acquire an interest.
10. Comply with all other requirements of the MTA as may be specified in the Notice of Termination.

11. Complete performance of that portion of the Work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Contract.

GC-29-C If the termination is for the convenience of the MTA, Contractor shall submit a final invoice within 60 days of termination and upon approval by the MTA, the MTA shall pay Contractor a percentage of the total Contract price based on the percentage of the Work completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

GC-29-D Upon failure of the Contractor to submit its termination claim within the time specified, the MTA will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined. Such payment shall constitute payment in full for the Work performed under the Contract or CWO. Any allowable costs incurred prior to the date of termination shall be handled in accordance with the Compensation and Payment Provisions (Part D).

GC-29-E Subject to the provisions of the above Subarticle, the Contractor and the MTA may agree upon the total or partial amount to be paid to the Contractor by reason of the total or partial termination of the Work pursuant to this Article. The Contract or CWO will be amended or revised accordingly and the Contractor will be paid the agreed-upon amount. Nothing in the following Subarticle, which deals with the failure to reach agreement on the total amount to be paid to the Contractor, shall be deemed to limit, restrict, or otherwise determine or affect the amount that may be agreed upon pursuant to this Subarticle.

GC-29-F In the event of failure of the Contractor and the MTA to agree on the total amount to be paid the Contractor by reason of the termination of Work pursuant to this Article, the MTA will pay the Contractor the amounts determined by the MTA as follows, exclusive of any amounts agreed upon in accordance with the preceding Subarticle:

1. The Contract or CWO Price allocable to the portion of the Work properly performed by the Contractor as of the date of termination, including overhead, and Fixed Fee or profit, as determined in accordance with the Compensation and Payment Provisions (Part D), reduced by any sums previously paid to the Contractor.
2. The cost of settling and paying Claims arising out of the termination of the Work under Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of Goods delivered or Work furnished by Subcontractors prior to the effective date of the Notice of Termination of Work under the Contract or CWO, which amounts are included in subarticle E of this Article.
3. Profit on the cost of Work performed is included in the amount determined in subarticle E of this Article. However, if the Contractor would have sustained a loss on the entire Contract or CWO had it been completed, the Contractor shall not be entitled to a profit and the settlement will be reduced to reflect the indicated rate of loss.
4. The reasonable cost of preserving and protecting property will also be paid, as well as any other reasonable costs incidental to the termination of the Work under the Contract or a CWO, including those reasonable expenses incurred to determine the amounts due.

GC-29-G Except to the extent that the MTA will have otherwise expressly assumed the risk of loss, the fair value (as determined by the MTA) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the MTA or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

GC-29-H In arriving at the amount due the Contractor under this Article, retention shall be made for the following:

1. the amount of the Claim that the MTA may have against the Contractor in connection with the Contract or a CWO; and
2. the agreed upon price for and/or proceeds from the sale of Goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to the MTA.

GC-29-I Under such terms and conditions as it may prescribe and at its sole discretion, the MTA may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract or a CWO whenever the MTA decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed-upon or determined to be due under this Article, such excess shall be payable by the Contractor to the MTA upon demand, together with interest at a rate equal to that set forth in California Code of Civil Procedure Section 685.010.

GC-29-J The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the MTA provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

GC-29-K Anything contained in the Contract or a CWO to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that the MTA may have; the MTA may pursue any cause of action that it may have by law or under the Contract.

GC-30 TERMINATION FOR DEFAULT ★

GC-30-A The MTA may terminate the Contractor's Work, in whole or in part, for default under any of the following circumstances:

1. Failure or refusal of the Contractor to perform any obligation required under the Contract or a CWO, or violation of any duty required of the Contractor under the Contract or a CWO.
2. Bad faith by the Contractor.
3. Violation by the Contractor of an order or requirement of the MTA authorized by or within the scope of the Contract or a CWO.
4. Abandonment of the Contract or a CWO by the Contractor.
5. A filing by or against the Contractor of a petition in bankruptcy, reorganization, insolvency, conservatorship, or similar proceeding.
6. Failure of the Contractor to pay any amounts owing to any persons performing any portion of the Work, or the failure of the Contractor to pay its debts incurred on the Contract as they become due, providing that such failure continues for a period of ten (10) working days after written notice to the Contractor by the MTA.
7. The attachment, levy, execution, or other judicial seizure of any portion of the Contractor's property, or any substantial portion of the other assets of the

Contractor, which is not released, expunged, or discharged within a period of ten (10) working days.

8. Material failure to comply with any law, ordinance, rule, regulation, or order of a legal authority applicable to the Contractor, the Services, the Work, the Contract, a CWO, the Program or the Project.
9. Failure to indemnify any party that the Contractor is obligated to indemnify under the Article entitled LIABILITY AND INDEMNIFICATION herein or elsewhere under the Contract.
10. Failure to promptly correct or re-perform rejected Work.
11. Conviction of the Contractor or any of its officers, partners, principals, or employees for a violation of any federal, state or local safety law or regulation, or for a crime arising out of, or in connection with, the Work to be done or payment to be made under the Contract.

GC-30-B If the MTA determines the Contractor is in default of the Contract or CWO, the MTA will so notify the Contractor by issuing a Cure Notice describing the default. If the Contractor fails to cure the default within five (5) days after receipt of such Cure Notice, or if the default cannot be cured within five (5) days, and the Contractor fails to commence to cure within five (5) days and diligently proceed to cure within the time the MTA determines to be necessary, the MTA may, by written notice, terminate the Contractor's right to proceed under all or such part of the Contract or CWO as the MTA at its sole discretion deems to be in its best interest. Whether or not the Contract or a CWO or any part thereof is terminated, the Contractor shall be liable for any damage to the MTA resulting from the Contractor's default.

GC-30-C Upon receipt of a Notice of Termination for default from the MTA, the Contractor shall:

- 1) Stop all Work under the Contract or a CWO on the date and to the extent specified in the Notice of Termination.
- 2) Place no further orders or Subcontracts for Goods or Work, except as may be necessary for completion of such portions of the Services or Work expressly excluded from the Notice of Termination.
- 3) Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties, at any tier.
- 4) Terminate all orders and Subcontracts that relate to the performance of Work terminated by the Notice of Termination.
- 5) Comply with all other requirements of the MTA as may be specified in the Notice of Termination.

GC-30-D Upon the MTA'S termination of the Contract or CWO because of the Contractor's default under the Contract or a CWO, the MTA shall have the right to complete the Work by whatever means and methods it deems advisable. The MTA will not be required to obtain the lowest prices for completing the Work, but shall make such expenditures that, in the MTA's sole judgement, best accomplish such completion.

GC-30-E If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the MTA may take over the Work, and complete the Work by contract or otherwise. In

such case, the Contractor shall be liable to the MTA for any reasonable costs or damages occasioned to the MTA thereby. The expense of completing the Work, or any other costs or damages otherwise resulting from failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the MTA out of such payments as may be due or may at any time thereafter become due to the MTA. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the MTA upon notice of the excess so due.

GC-30-F If the Contract or CWO is terminated as specified in this Article, the MTA may require that the Contractor transfer title to and deliver the following items to the MTA as directed: any Goods, fixtures, plans, drawings, information, reports, estimates, Contract or CWO rights and other items that the Contractor has specifically produced or acquired for the terminated portion of the Contract or a CWO and would have been required to be furnished to the MTA if the Contract or a CWO had been completed. The Contractor also shall, at its sole expense, protect and preserve property in its possession in which the MTA has an interest.

GC-30-G If, after the notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the MTA. In such event, adjustment shall be made as provided in Article entitled TERMINATION FOR CONVENIENCE herein.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the MTA provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

GC-31 ASSIGNMENT ★

GC-31-A The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or a CWO (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the MTA, which consent shall not be unreasonably withheld.

GC-31-B No right under the Contract shall be asserted against the MTA, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by the MTA as specified in this Article.

GC-31-C Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the MTA and to all deductions specified in the Contract or CWO. All monies withheld, whether assigned or not, shall be subject to being used by the MTA for completion of the Work, pursuant to the terms of the Contract. In the event that the MTA consents to such assignment of monies, written notice thereof shall be given by the Contractor to the MTA at least ten (10) days before payment is due.

GC-32 ENVIRONMENTAL COMPLIANCE

GC-32-A The Contractor shall include the requirements of the following Subarticles in every Subcontract that is more than one hundred thousand dollars (\$100,000) and shall take such action as the MTA directs to enforce these requirements.

GC-32-B The Contractor shall comply with all air, water, and noise pollution provisions set forth in the Scope of Services or Scope of Work.

GC-32-C Air Quality Control

1. The Contractor shall comply with all applicable standards, orders, and requirements issued under the Clean Air Act (42 U.S.C. Sections 7401 et seq.); all applicable standards of the State of California; and all clarifications, mitigation measures, and any other requirements approved by the MTA in accordance with state and federal laws.
2. The Contractor shall comply with all rules, regulations, and ordinances of the South Coast Air Quality Management District (SCAQMD) and statutes of the State that apply to any Work performed pursuant to the Contract or CWO, including any air quality control rules, regulations, ordinances, and statutes specified in Section 11017 of the California Government Code. Contractor, Subcontractors, and Suppliers shall submit evidence to the MTA that the governing air quality control criteria are being met; such evidence will be retained by the MTA.
3. In the absence of applicable air quality control rules, regulations, ordinances, or statutes governing solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Contract or CWO, the Contractor shall comply with the applicable material requirements of the SCAQMD. Containers of paints, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.
4. The Contractor shall comply with California state law regarding pollution controls in purchasing new motor vehicles with Project funds.
5. Material to be disposed of shall not be burned.

GC-32-D Water Quality: The Contractor shall comply with all applicable standards, orders, and requirements issued under the Clean Water Act (33 U.S.C. Sections 1251 et seq.); all applicable water standards of the State of California; and all clarifications, mitigation measures, and any other requirements approved by the MTA in accordance with state and federal laws.

GC-32-E Environmental Protection Agency Regulations

1. The Contractor shall comply with all applicable regulations (40 CFR Part 15) of the Environmental Protection Agency (EPA).
2. The Contractor shall not use any facility in the performance of the Contract or CWO that is listed on the EPA List of Violating Facilities, unless and until the EPA eliminates said name of such facility from said listing. The Contractor shall promptly notify the MTA of the receipt of any communication from the Director, Office of Federal Activities, EPA (or any successor agency), indicating that a facility to be used by the Contractor is under consideration for listing on the EPA List of Violating Facilities. The Contractor shall also report violations to the MTA, to the FTA, and to the EPA Assistant Administrator for Enforcement.

GC-32-F Energy Conservation: The Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.). Refer to the Scope of Services or the Scope of Work for energy conservation measures.

**GC-33 HISTORICAL, ARCHAEOLOGICAL, PALEONTOLOGICAL, AND SCIENTIFIC DISCOVERIES
★**

All things of historical, archaeological, paleontological, or scientific interest encountered by the Contractor during performance of the Work shall be reported immediately to the MTA. Work in the vicinity of the discovery shall be halted in order to preserve and protect it until its significance can be determined by the MTA. The MTA will issue instructions to the Contractor with respect to the disposition of the discovery.

GC-34 THE CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC ★

1. The MTA shall review and approve all MTA related copy proposed to be used by the Contractor for advertising or public relations purposes prior to publication. The Contractor shall not allow MTA related copy to be published in its advertisements and public relations programs prior to receiving such approval. The Contractor shall ensure that all published information is factual and that it does not in any way imply that the MTA endorses the Contractor's firm, service, and/or product.
2. The Contractor shall refer all inquiries from the news media to the MTA, and shall comply with the procedures of the MTA's Public Affairs staff regarding statements to the media relating to the Contract or the Work.
3. If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform the MTA about what action was taken to alleviate the situation.
4. The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the MTA or otherwise authorized by the MTA.

GC-35 WHISTLEBLOWER REQUIREMENTS ★

GC-35-A The Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code Sections 1101 et. seq.

GC-35-B The Contractor shall post and maintain all MTA Phone Hotline literature provided by the MTA ("Hotline Literature") at place(s) of performance during the term of the Contract. All Hotline Literature is to be posted in prominent locations that are highly visible and accessible to Contractor's employees. Contractor shall not hinder or coerce its employees from using the MTA Phone Hotline to voice ideas, suggestions, or concerns relative to the performance of any MTA contract. The Contractor shall provide access to MTA representatives for the purpose of verifying Contractor's adherence to this section. In the event MTA inspection finds the Contractor has failed to comply herewith, the Contractor shall correct such failures including, but not limited to, replacing Hotline Literature and sponsoring training sessions, with MTA representatives, on the use of the MTA Phone Hotline.

GC-36 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ★

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act in performing the Work under the Contract.

GC-37 SEVERABILITY ★

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or CWO shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract or CWO, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or CWO.

GC-38 GOVERNING LAW ★

The Contract has been negotiated between the MTA and the Contractor and shall be subject to the laws of the State of California.

By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

GC-39 PUBLIC RECORDS ACT ★

GC-39-A All records, documents, drawings, plans, specifications and other information relating to conduct of the MTA's business, including information submitted by the Contractor shall become the exclusive property of the MTA and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code sections 6250 et. seq.). The MTA's use and disclosure of its records are governed by this Act. The MTA will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

GC-39-B In the event of litigation concerning the disclosure of any information submitted by the submitting parties, the MTA's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any action concerning the information, and shall indemnify and hold the MTA harmless from all costs and expenses including attorneys' fees, in connection with any such action.

GC-40 LIABILITY AND INDEMNIFICATION ★

GC-40-A Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the MTA, its subsidiaries, and any of their respective members, directors, officers, employees and agents, from and against any and all Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to workers compensation suits, breaches of contract and any fees of accountants, attorneys or other professionals arising out of, or resulting from any act,

omission, fault or negligence of the Contractor or any of its officers, Authorized Representative, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them, in connection with or relating to, or claimed to be in connection with or relating to, the Services, the Work, the Contract, or the Program, including but not limited to any costs or liability on account of:

1. Personal injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of the MTA); and
2. The MTA's reasonable reliance upon the use of data or other information provided or delivered by the Contractor pursuant to the Contract or CWO.

The indemnification specified in this Article shall apply even in the event of the act, omission, fault or negligence whether active or passive, of the party or parties to be indemnified, but shall not apply to Claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising from the willful misconduct of, or defects in design furnished by, the party or parties to be indemnified. The MTA shall not be responsible for any negligence, willful misconduct or defects in design caused and/or furnished by the Contractor.

The indemnification specified in this Article shall survive termination or closeout of the Contract, CWO or Final Payment thereunder and is in addition to any other rights or remedies that the MTA may have under the law or under the Contract. In the event of any Claim or demand made against any party that is entitled to be indemnified hereunder, the MTA may at its sole discretion reserve, retain, and/or apply any monies due the Contractor under the Contract or CWO, for the purpose of resolving such Claims; provided, however, that the MTA may release such funds if the Contractor gives the MTA reasonable assurance that the MTA's interests will be protected. The MTA shall, at its sole discretion, determine whether such assurance is reasonable.

Claims against the indemnified parties by any employee of the Contractor, its Subcontractors, Suppliers, anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable shall not in any way limit the Contractor's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for the Contractor or its Subcontractors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

GC-40-B Third Party Liability

Nothing contained in the Contract or CWO is intended to or shall have the effect of creating any rights in any third party against the MTA. The inclusion of the Contract or any part thereof in any other document shall not be deemed to be creating or incorporating any obligation, duty, or liability on the part of the MTA. The Contractor shall indemnify the AUTHORITY in accordance with the provisions of this Article against any claim made by any third party claiming rights under the Contract.

GC-40-C Joint and Severable Liability

If the Contractor is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the Contractor that are assumed under or arise out of the Contract. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of the Contractor contained in, resulting from or assumed under the Contract, and the failure to

give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

GC-40-D Professional Liability

The Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Work furnished by the Contractor (including the Work performed by Subcontractors on the basis provided herein) under the Contract or CWO. In addition to any other remedies provided the MTA under the Contract, CWO or at law, the Contractor or Subcontractor shall correct or revise at no additional cost or fee to the MTA any defective Work caused by the Contractor's or Subcontractor's negligent acts, errors or omissions in the performance of the Work hereunder. Neither the MTA's inspection of, nor failure to inspect, review, accept, make payment for, any of the Work required under the Contract shall be construed to relieve the Contractor or Subcontractor of its obligations and responsibilities under the Contract or CWO for any negligent acts, errors and omissions in its performance of Work hereunder, nor operate as a waiver of any of the MTA's rights under the Contract or of any cause of action arising out of the performance of the Contract. The Contractor or Subcontractor shall be and remain liable to the MTA in accordance with applicable law for all damages to the MTA caused by any failure of the Contractor or Subcontractor to comply with the terms and conditions of the Contract or CWO, or by the Contractor's or Subcontractor's negligent acts or errors or omissions in the performance of the Contract or CWO. With respect to the performance of Work by Subcontractors, the Contractor shall use its professional judgement, care and prudence in approving and accepting such Work but shall also take all action necessary to ensure correctness/accuracy of Subcontractors work. The Contractor warrants that the Work performed hereunder is of high professional quality and has been performed in full conformity with all codes, rules, regulations and statutory requirements.

In the event that the Contractor fails to perform its obligations under this Article (or under any other warranty or guarantee under the Contract) within the specified time and to the reasonable satisfaction of the MTA, the MTA shall have the right to correct and/or cause to be re-performed any defective or non-conforming Work and any Work of third parties damaged by such defective or non-conforming Work or the correction or reperformance thereof. The Contractor shall be obligated to fully reimburse the MTA upon demand for any expenses incurred hereunder.

GC-40-E Investigation of Potential Negligence

Contractor shall pay for all costs associated with its investigation of any negligence alleged against it under the terms and conditions of the Contract, unless there is a finding that the Contractor was not negligent; in which case the MTA shall only pay for the reasonable cost of the Contractor's staff time to investigate the alleged negligence. Where it has been determined Contractor was in fact negligent, Contractor shall be responsible for and charged with the MTA's staff time to investigate or review any alleged negligence by the Contractor, or any construction change order request, request for information, or claim related thereto, which shall not include third party costs.

The Contractor shall be a participant in the review of any construction change order request, request for information, or claim which alleges or involves potential Contractor negligence, and shall not be responsible for or charged with any claims for delay by the Construction Manager or any construction Contractor unless the Contractor has participated in the review.

GC-40-F The Contractor acknowledges that the rights and remedies of the AUTHORITY specified in this Article are in addition to and do not limit any rights or remedies of the MTA, afforded by the Contract or by law.

GC-40-G Warranty

Contractor Warranties: Contractor warrants that: it is aware of and understands the hazards which are presented to persons, property and the environment in the performing of transportation, storage, remediation and disposal Work as described within the Scope of Work of the Contract or CWO. It will transport, store, remediate and dispose of such materials in full compliance with all applicable governmental laws, regulations and orders. If the Scope of Work requires off-site storage or disposal, the selected storage and disposal facilities described in the work plan are now appropriately licensed and permitted to store and dispose of the waste, materials or hazardous substances detailed within the work plan. In the event the storage or disposal facility loses its permitted status hereafter during the terms of the Contract or CWO, Contractor will promptly notify the MTA of such loss.

GC-40-H indemnification - Environmental Impairment Losses

Environmental Impairment Losses (in addition to the indemnification provisions of the Contract). It is agreed that the Contractor, at the Contractor's sole cost and expense, shall indemnify and hold harmless the MTA from and against the full amount of any and all present and future Environmental Impairment Losses that may arise out of the negligent performance of the activities or Work provided by the Contractor under the Contract or CWO. The term "Environmental Impairment Losses" shall mean any and all loss, liability, expense or damage (including, without limitation, all attorneys' fees and costs and all other professional or contractors' fees and costs), incurred by the MTA under federal, state or local environmental law as a result of the activities conducted by the Contractor under the Contract or CWO.

GC-40-I Environmental Indemnity

In addition to any other indemnification provisions of the Contract, Contractor shall indemnify, defend and hold harmless the MTA, its subsidiaries, and all of their officials, officers, agents, employees, and contractors, from and against any and all present and future liability, loss, cost, damage, and expense of every kind and nature, including, but not limited to, clean up costs, releases or substances resulting from acts of Contractor, failure to recognize or report the existence, quantity, or location of substances, remedial work required under any federal, state, or local law, regulation, or ordinance, contractors' fees, and attorneys' fees, resulting, directly or indirectly, from any negligent act or omission of Contractor, or any employee, Subcontractor, or Supplier of a Contractor, in the performance or failure to perform any work carried out, wholly or in part, pursuant to the Contract or CWO.

GC-41 RIGHTS IN TECHNICAL DATA, PATENTS AND COPYRIGHTS *

GC-41-A All documents and materials prepared or developed by the Contractor and its subcontractors pursuant to the Contract shall become the property of the MTA without restriction or limitation on their use and shall be made available upon request, to the MTA at any time. Original copies of such shall be delivered to the MTA upon completion of the Work or termination of the Work. The Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the written approval of the MTA.

GC-41-B The MTA shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the Article entitled PUBLIC RECORDS ACT herein.

GC-41-C The Contractor shall agree to grant to the MTA and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as they deem fit all technical data covered by copyright supplied for the Contract. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the MTA to use such in the manner herein described.

GC-41-D The Contractor warrants that the Work and Goods used in providing the Work shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against the MTA, the Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by the MTA, and indemnify and hold harmless the MTA, its subsidiaries, agents and employees from all liability, damages, costs, and expenses associated therewith, including, but not limited to, defense costs and attorneys' fees.

When use of these Goods and/or processes is judged to be an infringement and such use is banned, the Contractor, at its own expense, shall, with the concurrence of the MTA, do one of the following:

1. secure for the MTA the right to continue using said Goods and/or processes, by suspension of the injunction or by procuring a license(s);
2. replace said Goods and/or processes, with non-infringing Goods and/or processes;
3. modify said Goods and/or processes, so that they become non-infringing; or
4. remove said Goods and/or processes, and refund the sum paid therefor without prejudice to any other rights of the MTA.

The preceding subarticles shall not apply to Goods and/or processes furnished to the Contractor by the MTA.

For MTA provided software, the MTA, at its own cost, shall obtain any required license agreement(s). The MTA shall indemnify, hold harmless and defend the Contractor from and against any and all Liability, damages, costs, and expenses, including but not limited to, defense costs and attorneys' fees, for or by any reason of any actual or alleged infringement of any United States patent or copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of MTA provided software, except for the unauthorized use of MTA provided software by the Contractor, its Director, Officers, employees, agents or representatives.

GC-42 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE *

GC-42-A The terms used in this Article are defined as follows:

1. **Software:** The computer programs and products required to be developed and delivered by the Contractor to the MTA under the Contract, in object code (but excludes commercial software developed at private expense and not in the public domain).

2. **Source Code Materials:** A human-readable copy of the Software and related materials and documentation generated in preparing the Software, including programmer notes, flow charts, logic diagrams, and listings.
3. **Documentation:** Systems and user manuals sufficient to enable a person skilled in the applicable art to operate, maintain, and support the Software for its intended purposes.

GC-42-B The Contractor shall deliver to the MTA the Software, Source Code Materials, and Documentation, in such tape, disk, or hardcopy format as the MTA may designate.

GC-42-C The Contractor shall retain ownership of the Software, Source Code Materials, and Documentation with the right to exploit the same, subject to the MTA's rights as herein provided. The MTA 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 the MTA.

GC-42-D The Contractor hereby grants to the MTA 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.

GC-42-E The MTA 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.

GC-42-F 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 the MTA, and that the MTA'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 the MTA.

GC-42-G Upon the MTA'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 Work to its most favored customers.

GC-43 AGENT TO ACCEPT SERVICE

The Contractor shall maintain within Los Angeles County a duly authorized agent as identified in the Article entitled NOTICE AND SERVICE THEREOF of the Special Provisions (Part C) to accept service of legal process on its behalf, and shall keep the MTA advised of such authorized agent name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under the Article entitled WARRANTY herein, whichever period terminates later. In the event that no such duly authorized agent is on file with the MTA, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's authorized agent for service of legal process.

GC-44 CONFLICT OF INTEREST ★

GC-44-A Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this warranty, or violation of any other prohibition in this Article, the MTA shall have the right to terminate the Contract for failure of Contractor to fulfill its Contract obligations.

GC-44-B Contractor agrees that, for the term of the Contract, no member, officer, or employee of the MTA, or of a local public body during their employment and for one (1) year thereafter, shall have any interest, direct or indirect, in the Contract, or to any benefit arising thereof as prohibited by Government Code Sections 1090 et. seq. and 87100 et. seq.

GC-44-C The employment by Contractor of personnel on the payroll of the MTA for the performance of Work under the Contract will not be permitted, even though such employment may be outside of the employee's regular working hours or on Saturdays, Sundays, holidays, or vacation time. The employment by the Contractor of personnel who have been on the MTA payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon Contractor securing the Contract or a related contract with the MTA, is also prohibited.

GC-44-D Neither the Contractor nor its employees nor its subcontractors or their employees shall give or offer to give any campaign contribution to any member of the MTA in violation of Government Code Section 84308.

GC-44-E The Contractor shall not be permitted to participate in any capacity in contracts, subcontracts or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.

GC-45 COMPLIANCE WITH LOBBYING ORDINANCE NO. 99-01 AND GUIDELINES ★

GC-45-A If the Contractor is a Lobbyist Employer or if it has retained a Lobbying firm or Lobbyists, as such terms are defined in the MTA's Lobby Ordinance (hereinafter "Ordinance"), attached hereto as Part J, it shall comply and ensure that its Lobbying firm and/or Lobbyists complies with the Ordinance.

GC-45-B The Contractor shall keep and ensure its Lobbying Firms and/or Lobbyists keeps detailed accounts, records, bills and receipts relating to payments received, made, expected to be received or expenses incurred as required by the Ordinance for a period of four (4) years and shall make such documentation reasonably available for the MTA. The MTA shall have the right to inspect such documentation for the purposes of auditing for compliance with or enforcement of the Ordinance and other statutory provisions.

GC-45-C If the Contractor (Lobbyist Employer) or its Lobbying firm or Lobbyists fails to comply, in whole or in part, with the Ordinance, such failure shall be a material breach of the Contract and the MTA may terminate the Contract for default pursuant to the Article entitled TERMINATION FOR DEFAULT herein, and shall have all other rights and remedies available at Law.

GC-45-D Subcontractors

1. If the MTA finds that any of the Contractor's Subcontractors have not complied with the Ordinance, the MTA shall have the right to direct the Contractor to terminate such Subcontractor's contract.
2. Upon written notice from the MTA stating that the Contractor's Subcontractor has not complied with the Ordinance and directions to terminate the Subcontractor's contract, the Contractor shall terminate such Subcontractor's contract.
3. All contracts with a Subcontractor shall include a termination clause which will allow the Contractor to terminate such contract if the MTA finds that the Subcontractor has not complied with the Ordinance.

GC-46 COVENANT AGAINST CONTINGENT FEES ★

GC-46-A The Contractor warrants that no person or Authorized Representative has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or Agent. A breach or violation of this warranty shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the Contractor by law, the MTA may deduct from the TCP or consideration, or otherwise recover, the full amount of the contingent fee.

GC-46-B "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain MTA contract(s) nor holds itself out as being able to obtain any MTA contract(s) through improper influence.

GC-46-C "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain MTA contract(s) nor holds itself out as being able to obtain any MTA contract(s) through improper influence.

GC-46-D "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing an MTA contract.

GC-46-E "Improper influence," as used in this Article, means any influence that induces or tends to induce an MTA employee, officer, Contractor, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding an MTA Contract on any basis other than the merits of the matter.

GC-47 NO WAIVER

Failure of the MTA to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by the MTA of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure or delay by the MTA to insist upon strict performance of any terms or conditions of the Contract, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of the MTA to insist upon strict performance of the

Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

GC-48 CONFIDENTIALITY ★

Contractor agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by the Contractor in the performance of the Contract, shall be considered and kept as the private and privileged records of the MTA and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of the MTA. Further, upon termination of the Contract for any cause, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written MTA of the MTA.

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the MTA.

END OF GENERAL CONDITIONS