

**PROGRAM MANAGEMENT SERVICES
FOR METRO GOLD LINE FOOTHILL
EXTENSION CONSTRUCTION AUTHORITY**

CONTRACT NO. C3008

This Program Management Services Agreement (this “Agreement”) is dated [____], 2026 (the “Effective Date”) and is between the Metro Gold Line Foothill Extension Construction Authority (the “Authority”) and [____] (“Consultant”).

RECITALS

A. The Authority is a public entity created by the California State Legislature pursuant to Section 132400 of the Public Utilities Code for the purpose of developing the Metro Gold Line light rail project (the “Project”), extending from Union Station in the City of Los Angeles to Sierra Madre Villa Boulevard in the City of Pasadena (“Phase 1”), and an extension of said line to the City of Montclair (“Phase 2”). The Gold Line is now referred to as part of the “Metro A Line” within the Los Angeles light rail system.

B. Phase 2 is being developed in two phases. The first phase (“Phase 2A”) extended the Phase 1 terminus from the Sierra Madre Villa Station in City of Pasadena approximately 11.5 miles to Citrus Avenue near the boundary of the City of Azusa and the City of Glendora. The second phase (“Phase 2B”) extends the Phase 2A terminus to the Claremont Station.

C. Phase 2B is being developed in two sub-phases. The first sub-phase (“Phase 2B1”) extends the line from the City of Glendora to the City of Pomona and is currently underway. The second sub-phase of Phase 2B (“Phase 2B2”) is intended to extend the line from the Phase 2B1 terminus to the Claremont Station.

D. In connection with the Project and based on the Authority’s evaluation of Consultant’s proposal (“Proposal”) submitted in response to RFP C3008, issued by the Authority on February 23, 2026, the Authority desires to contract with Consultant to provide program management services, as more particularly described in Exhibit A (the “Work”).

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which each party acknowledges, the parties hereby agree as follows:

1. Scope of Services. The nature and scope of the services to be performed by Consultant under this Agreement are described in Exhibit A.

2. Representatives.

a. Authority Representative. For the purposes of this Agreement, the Authority’s representative shall be the Authority’s Chief Project Officer (hereinafter the “Authority Representative”) or his or her designee. It shall be Consultant’s responsibility to

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ensure that the Authority Representative is kept informed of the progress of the performance of the Work, and Consultant shall refer any decisions that must be made by the Authority to the Authority Representative. Unless otherwise specified herein, any approval of the Authority required under this Agreement shall mean the approval of the Authority Representative.

b. Consultant Representative. For the purposes of this Agreement, [] shall be Consultant's representative, authorized to act on Consultant's behalf with respect to the Work and make all decisions in connection therewith.

3. Consultant's Personnel.

a. Consultant shall ensure that all personnel performing Work under this Agreement shall be qualified to perform such work. Consultant shall be solely responsible for the satisfactory performance of Work by all personnel engaged to perform the services required by this Agreement, and compliance with all reasonable performance standards set forth in this Agreement or otherwise required by the Authority, appropriate governmental agencies, and applicable law.

b. Consultant shall be responsible for payment of all employees' and subconsultants' wages and benefits.

4. Subconsultants.

a. Consultant shall not use or pay any subconsultant not identified in Exhibit B to perform Work without the Authority's prior written approval.

b. The Authority reserves the right, in its sole discretion, to require Consultant to remove any subconsultant(s) from performing the Work. In the event the Authority, in its sole discretion, desires the removal of any subconsultant(s) assigned by Consultant to perform the Work, Consultant shall remove any such subconsultant(s) immediately upon receiving such written notice from the Authority.

5. Term of Agreement. This Agreement shall take effect on the Effective Date and shall continue until 11:59 p.m. on June 30, 2027, unless terminated earlier in accordance with the terms of this Agreement.

6. Compensation.

a. Total payment to Consultant pursuant to this Agreement shall not exceed \$[]. The Authority agrees to compensate Consultant for the Work which Consultant performs to the satisfaction of the Authority in accordance with the hourly rates set forth in Exhibit B, and Consultant agrees to accept as full compensation for such work. Subject to the previous two sentences, such hourly rates multiplied by the number of hours worked, or fraction thereof, shall be the entire compensation for Work, and shall constitute payment of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services, including all general and administrative expenses as well as any other appropriate indirect costs, labor, materials, delivery, tax, assembly, and installation. Notwithstanding any to the contrary in the foregoing sentence, the Authority in its

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sole discretion shall provide to Consultant certain equipment and services at the Authority's offices at no additional cost to Consultant and shall reimburse or otherwise pay for certain other expenses of Consultant or its subcontractors as may be mutually agreed in writing. If the Authority so agrees, Authority's agreement shall be interpreted narrowly to apply only to those expenses specifically identified, and only for the amount, quantity, range, or other limitation or description specifically stated.

b. Consultant agrees that its right to receive the final payment pursuant to this Agreement is contingent upon submittal of all deliverables required under this Agreement to the satisfaction and approval of the Authority. Should the Authority not approve any or all such deliverables, Consultant shall revise the deliverables to the Authority's satisfaction and approval at no additional expense to the Authority. The Authority shall have the right to withhold, in its sole discretion, any or all of Consultant's final payment until the Authority approves all of Consultant's deliverables.

c. This Agreement is inclusive of all costs incurred by Consultant in performing the Work. There are no reimbursable expenses and Consultant shall be responsible for the costs of travel and accommodation, telephone/cell phone, equipment, materials, and all other costs related to the performance of the Work.

7. Method of Payment. The Authority shall pay invoices (or uncontested portions thereof) within 30 days after receipt of a properly submitted invoice by Consultant. All invoices should be sent to the attention of the Authority's Finance Department. Invoices shall contain the Agreement Number set forth in the title of this Agreement.

8. Status as Independent Contractor.

a. Consultant is, and shall at all times remain as to the Authority, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or otherwise act on behalf of the Authority as an agent. Neither the Authority nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the Authority.

b. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify, defend, and hold the Authority harmless from any and all taxes, assessments, penalties, and interest asserted against Authority by reason of the independent contractor relationship created by this Agreement. In the event the Authority is audited by any federal or State agency regarding the independent contractor status of Consultant, and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the Authority and Consultant, Consultant agrees to reimburse the Authority for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

c. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify, defend, and

hold the Authority harmless from any failure of Consultant to comply with applicable workers' compensation laws. The Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the Authority from Consultant as a result of Consultant's failure to promptly pay to the Authority any reimbursement or indemnification arising under this Section.

9. Standard of Performance.

a. As a material inducement to the Authority to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the Work. In light of such experience, Consultant hereby covenants that it shall follow customary good professional standards in performing the Work and shall perform the Work in a manner reasonably satisfactory to the Authority.

b. Consultant shall ensure that all Work performed by its employees or any subconsultants is performed to the standards set forth in this Agreement and that such work complies with the requirements of appropriate governmental agencies and applicable law in effect at the time such work is performed.

10. Facilities and Equipment.

Except as otherwise authorized by the Authority in writing, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for performing the Work.

11. Indemnification and Release.

a. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Authority and any and all of its members, officers, employees, agents, attorneys, representatives, consultants, volunteers, successors, and assigns ("Indemnified Parties") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, costs, expenses, whether actual, alleged, or threatened, actual attorney's fees, court costs, and accountant's fees, judgments, civil fines and penalties, and liabilities of any kind or nature whatsoever ("liabilities") arising out of or in any way connected with, in whole or in part, the acts or omissions of Consultant, its officers, agents, employees, or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of the Work, including but not limited to, claims, suits, and liabilities for bodily injury, death, or property damage to any individual or entity, including employees or officials of Consultant. The provisions of this paragraph shall not apply to claims arising out of the sole or active negligence or willful misconduct of the Indemnified Parties.

b. Consultant's obligations under this Section or any other provision of this Agreement shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or a subconsultant under workers' compensation, disability benefit, or other employee benefits laws.

c. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subconsultant or

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any other person or entity involved by, for, with, or on behalf of Consultant in the performance of the Work. In the event Consultant fails to obtain such indemnity obligations from each and every subconsultant or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of the Work as required here, Consultant agrees to be fully responsible for such persons and entities according to the terms of this Section.

d. This obligation to indemnify, defend, and hold harmless the Indemnified Parties is binding on the successors, assigns, and heirs of Consultant and shall survive the termination of this Agreement and final payment hereunder. This obligation to indemnify, defend, and hold harmless is in addition to any other rights or remedies that the Indemnified Parties may have under the law. Failure of the Authority to monitor compliance with these requirements imposes no additional obligations on the Authority and will in no way act as a waiver of any rights hereunder.

e. In the event of any claim or demand made against an Indemnified Party which is entitled to be indemnified hereunder, the Authority may, in its sole discretion, reserve, retain, or apply any monies due to Consultant under this Agreement for purposes of resolving such claims; provided, however, that the Authority may release such monies if Consultant provides the Authority with reasonable assurance of protection of the Indemnified Party's interests. The Authority shall, in its sole discretion, determine whether such assurances are reasonable.

f. In the event more than one person or entity is named in this Agreement as Consultant, all obligations to indemnify, defend, and hold harmless under this Section shall be joint and several.

g. Consultant, on behalf of itself and its heirs, executors, administrators, and assigns, hereby releases, discharges, and agrees not to sue the Authority, its agents, officers, servants, and employees for any injury, death, or damage to, or loss of personal property arising out of, or in connection with Consultant's performance of the Work, from whatever cause, including the active or passive negligence of Authority.

12. Insurance.

a. Consultant shall, at its sole expense and at all times during the term of this Agreement, maintain, and keep in full force and effect, the following policies of insurance issued by insurers licensed to do business in the State of California with A.M. Best ratings of no less than A-, or otherwise approved by the Authority Representative:

(1) Broad-form commercial general liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses and no less than Two Million Dollars (\$2,000,000) general aggregate;

(2) Automotive liability for all automobiles used in connection with performance of the work under this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident, combined single limit; and

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(3) Worker's compensation on a state-approved policy form providing statutory benefits as required by law with minimum employer's liability limit of Five Hundred Thousand Dollars (\$500,000) per accident for all covered losses.

(4) Professional liability coverage with a minimum limit of liability of \$2,000,000 per claim and \$4,000,000 in the aggregate, providing coverage for any damages or losses suffered by Authority as a result of any error or omission or neglect by Consultant which arises out of the professional services of Consultant rendered under this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by Consultant, which shall not exceed \$100,000 per claim.

b. Consultant must obtain the Authority's approval for all deductibles.

c. Consultant shall endorse the general liability coverage required herein to include as additional insureds the Authority, its members, officers, employees, agents, attorneys, representatives, consultants, and volunteers, and the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), its members, officers, employees, and agents. Consultant shall require the same of all subconsultants or any other party engaged by or on behalf of Consultant in relation to this Agreement.

d. The insurance policies as to commercial general liability and automotive liability shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the Authority.

e. No coverage required herein shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant shall waive its right of subrogation against the Authority.

f. All coverage types and limits required herein and deductibles are subject to approval, modification, and additional requirements by the Authority, as the need arises. Consultant shall not cancel, reduce, or otherwise modify insurance coverages required herein without the Authority's prior written approval. The Authority reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant 90 days written notice of such change.

g. All insurance policies required herein shall provide that insurers shall not cancel, reduce, or otherwise modify any coverage required herein without the insurer giving the Authority 30 days' prior written notice. Consultant shall require the same of all subconsultants or any other party engaged by or on behalf of Consultant in relation to this Agreement.

h. In the event any insurance policy required herein does not comply with the requirements of this Section or is canceled and not replaced, the Authority has the right, but not the duty, to obtain the insurance it deems necessary and available at a reasonable cost, and any premium paid by the Authority shall be promptly reimbursed by Consultant or the Authority may withhold monies due to Consultant sufficient to pay the premium.

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i. Consultant shall provide evidence of the insurance required herein, satisfactory to the Authority Representative, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, not less than one day prior to beginning of performance under this Agreement. Consultant shall, upon the Authority's request, provide complete, certified copies of any policies required herein, within 10 days of such written request. Any actual or alleged failure of the Authority or any additional insured to obtain proof of insurance required under this Agreement shall in no way waive any right or remedy of the Authority or any additional insured.

j. Consultant agrees to provide immediate written notice to the Authority of any claim or loss against Consultant arising out of the performance of Work. The Authority assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of such claim or claims.

13. Confidentiality. Consultant, in the course of its duties, may have access to confidential data of the Authority, private individuals, or employees of the Authority. Consultant covenants that all data, documents, discussion, and other information developed or received by Consultant or provided for performance of the Work are deemed confidential and shall not be disclosed by Consultant without written authorization by the Authority. The Authority shall grant such authorization if disclosure is required by law. All Authority data shall be returned to the Authority upon the expiration or earlier termination of this Agreement. Consultant's covenant under this Section shall survive the expiration or earlier termination of this Agreement. Consultant shall require all employers, subconsultants, and agents to comply with this Section.

14. Ownership of Materials. Consultant shall not retain ownership of or any right, title, or interest in any of the software, coding, programming, configurations, designs, drawings, paintings, sketches, models, fabrications, audiovisual materials, computer graphics, created software, electronic files, renderings, writings, or any other media (digital or otherwise) prepared or provided by Consultant in the performance of the Work (collectively, "Materials"), including, but not limited to, in any related patents, trademarks, copyrights, or other proprietary rights. The parties agree that the Materials and all such rights, title, and interest in or to those Materials belong to and are being sold and assigned in their entirety to the Authority for whatever use it desires, and that the Authority does and shall at all times own, solely and exclusively, complete and unencumbered, all rights, title, and interest in and to all of the Materials worldwide, any modifications thereto and any derivative works based thereon (including, but not limited to, all patent, copyright, trademark, service mark, and trade secret rights). Nothing contained herein shall be deemed to constitute a mere license or franchise in the Authority. The Authority, and its successors and assigns, will be free to use, modify, distribute, sell, license, or otherwise exploit all such Materials and any modifications to or derivative works based thereon without any restrictions or limitations or any obligations or payments to Consultant.

15. Transfer of Rights of Reproduction. Consultant hereby transfers to the Authority all rights of reproduction, as that term is defined in California Civil Code section 982, in the Materials prepared or provided by Consultant in the performance of the Work, including, but not limited to, the right to claim statutory copyright in the Materials and the right to

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reproduce the Materials in any manner whatsoever for commercial and non-commercial purposes. Consultant shall not acquire or claim any rights in or to the Materials, any uses, reproductions, or derivatives thereof or any proceeds therefrom.

16. Waiver of Moral Rights. Consultant hereby forever waives and agrees never to assert, and shall cause all subconsultants to waive and never to assert, against the Authority, its successors, or licensees any and all “moral rights” (including claims based on 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), specifically including 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990), and any other local, state, federal, or international laws that convey rights of a similar nature) that Consultant or any subconsultant may have in any of the Materials or other work product or deliverables required under this Agreement, including, but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modifications. Consultant acknowledges and agrees that the Authority, in its sole and exclusive discretion, may, among other acts, temporarily or permanently modify, alter, change, or destroy any Materials.

17. Risk of Loss. Consultant bears the sole risk of damage to or loss of all Materials to be produced by Consultant pursuant to this Agreement until such Materials are delivered to the Authority and the Authority approves and accepts in writing such Materials as satisfactorily completed.

18. Copyrights. Consultant hereby irrevocably assigns exclusively to the Authority, and its successors and assigns, all right, title, and interest in the copyright in the Materials prepared or provided by Consultant in the performance of Work, and all extensions and renewals thereof in the United States and in all foreign countries. From time to time upon the Authority’s request, Consultant shall confirm such assignment by execution and delivery of such assignments, agreements, confirmations of assignment, or other written instruments as the Authority may request. The Authority, and its successors and assigns, shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for each of such Materials.

19. Originality of Materials. Consultant represents and warrants that (a) the Materials prepared or provided by Consultant in the performance of the Work are and will be original; (b) at the time of transfer hereunder, Consultant is the sole owner of the Materials and of all rights therein including copyright, trademark, and other proprietary rights; (c) Consultant is and will be the sole creator of the Materials; (d) Consultant has and will have full and sufficient right to assign all rights granted herein and to waive all rights relinquished herein; (e) Consultant is not under any obligation to transfer or sell any of the Materials to any third party; (f) all Materials have not been and will not be published under circumstances which have or will cause a loss of any copyright, trademark, or other proprietary rights therein; and (g) the Materials do not and will not infringe any patent, copyright, trademark, or other proprietary rights, privacy rights, or other rights of any third party, nor has any claim (whether or not embodied in a legal action, past or present) of such infringement been threatened or asserted, nor is such a claim pending, against Consultant (or, insofar as Consultant is aware, against any entity from which Consultant has obtained any rights).

20. Patent, Copyright and Trademark Infringement. Consultant shall defend any action or proceeding brought against the Authority based on any claim that the Materials prepared or provided by Consultant in the performance of the Work, or any portion thereof, or the use of the Materials, or any part thereof, constitutes infringement on any United States patent, copyright, or trademark, now or hereafter issued. The Authority shall give prompt written notice to Consultant of any such claim or proceeding and will reasonably provide authority, information, and assistance in the defense of the same. Consultant shall indemnify and hold harmless the Authority from and against all liabilities in any such action or proceeding. Consultant shall keep the Authority informed of all new developments in the defense of such actions or proceedings.

21. Consultant's Commitment. Consultant agrees that Consultant will not make reference to any of the Materials produced pursuant to this Agreement, nor shall Consultant reproduce any such Materials, or any portion thereof, in a way that discredits the Authority or such Materials.

22. Removal, Destruction, or Alteration. [NOT USED]

23. Release of Documents. The drawings, specifications, reports, records, documents, and other Materials prepared by Consultant in the performance of the Work shall not be released publicly by Consultant without the prior written approval of the Authority.

24. Conflict of Interest. Consultant covenants that it presently has no interest (whether contractual, non-contractual, financial, or otherwise) and shall not acquire any interest, direct or indirect, which may be affected by the performance of the Work, or which would conflict in any manner with the performance of the Work. Consultant further covenants that, in performance of the Work, no person having any such interest shall be employed by Consultant. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of the Work.

25. Licensing and Taxes. Consultant shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the performance of Work, including any required business license. The cost for any required licenses shall be the responsibility of Consultant. Consultant is liable for any and all taxes as a result of this Agreement.

26. Financial Condition. Prior to entering into this Agreement, Consultant shall submit documentation to the Authority, acceptable to the Authority Representative, establishing that Consultant is financially solvent and can reasonably be expected to perform the Work without any advance payment by the Authority.

27. Non-Discrimination and Equal Employment Opportunity.

a. During the performance of the Work, Consultant and its subconsultants shall not discriminate against any person or group of persons on account of race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, sex or sexual orientation, or any other basis listed in subdivisions (a) or (d) of Section 12955 of the California Government Code. Such nondiscrimination shall include but not be

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limited to the following: employment, upgrading, demotion, transfers, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Consultant and subconsultants shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant or subconsultant, state either that it is an equal opportunity employer or that all qualified applicants shall receive consideration for employment without regard to race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, sex or sexual orientation, or any other basis for discrimination listed in subdivisions (a) or (d) of Section 12955 of the California Government Code.

c. Consultant and subconsultants shall comply with the provisions of the California Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 11000 et seq.).

d. Consultant and subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of investigation to ascertain compliance with clauses (a) through (c) above.

e. Consultant shall cause the foregoing provisions to be inserted in all subcontracts for any services covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

28. Small Business Enterprises.

a. It is the policy of Authority that Small Business Enterprises (“SBEs”) shall have a significant opportunity to participate in the performance of contracts.

b. A firm is considered an SBE if it is certified as an SBE (i) by the California Department of General Services, Metro, or the City of Los Angeles or (ii) by another recognized body acceptable to Authority whose certification processes generally provide for a business size consistent with 13 CFR Part 121, a quality of SBE ownership that is real and substantial, and ownership discretion and control indicating true independence and discretion of the SBE

29. Compliance with Living Wage Policy. Consultant acknowledges having received and reviewed a copy of the Authority’s “Living Wage Policy”, Chapter 8 of Title III of the Authority’s Administrative Code. The Living Wage Policy is applicable to this Agreement, and is incorporated herein by this reference, as though fully set forth herein. Violation of the Living Wage Policy shall entitle the Authority, at its option, to impose the following penalties:

a. For failure to pay the minimum wages and overtime required by the Living Wage Policy, double back pay for all time worked during which the violation continued.

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b. For failure to pay medical benefits required by the Living Wage Policy, double the difference between the minimum wage required herein without benefits and such minimum wages required herein with benefits, during the period of the violation.

c. For failure to allow an employee to take requested compensated or uncompensated time off as required by the Living Wage Policy, damages in an amount equivalent to that employee's wages for the time off requested and not received, or, at the employee's election, additional compensated time off in an amount equivalent to the time off requested and not received.

d. Termination of this Agreement.

e. Any other legal remedies that may be available.

30. Compliance with Laws. In the performance of the Work, Consultant shall comply with, and require all subconsultants to comply with, all applicable laws of the United States and the State of California, and the Authority's codes and regulations. In the event any of these laws and/or regulations are violated, Consultant shall hold the Authority harmless.

31. Prompt Payment Clause.

a. Consultant shall pay each subcontractor (if any) for the satisfactory performance of work under this Agreement no later than 10 calendar days after the receipt of each payment Consultant receives from the Authority.

b. Failure to comply with this Section or delay payment without the Authority's prior written approval shall constitute noncompliance, which may result in appropriate administrative sanctions, including but not limited to, a penalty of 2% of the invoice amount due per month for every month that payment is not made.

c. These prompt payment provisions must be incorporated in all subcontracts entered into by Consultant in connection with this Agreement.

32. Accounting Requirements. Consultant and its subconsultants shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs of services and matching funds by line item for the Work. The accounting system shall conform to the Generally Accepted Accounting Principles ("GAAP"), and cost principles set forth in Titles 48 and 49 of the Code of Federal Regulations, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Consultant and its subconsultants connected with performance of Work shall be maintained for a minimum of three years from the date of final payment to Consultant under this Agreement and shall be held open to inspection and audit by representatives of the Authority, the California State Auditor, the United States Department of Transportation (USDOT), and/or auditors of the federal government. Copies thereof shall be furnished by Consultant and its subconsultants upon receipt of any request made by the Authority, USDOT, the federal government, or their respective agents. In conducting an audit of the costs and match credits claimed under these provisions, the Authority, USDOT, and the federal

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government shall rely to the maximum extent possible on any prior audit of Consultant pursuant to the provisions of federal and State laws. In the absence of such an audit, any acceptable audit work performed by Consultant's external and internal auditors and/or federal auditors shall be relied upon and used by the Authority and/or USDOT and/or the federal government when planning and conducting additional audits.

33. Records Retention and Access to Records. During the term of this Agreement and for three years from the date of final payment to Consultant under this Agreement, Consultant and its subconsultants shall:

- a. Keep and maintain all books, papers, records, accounting records (including, but not limited to, all direct and indirect costs allocated to the Work), files, accounts, reports, cost proposals with backup data, and all other materials relating to the Work; and
- b. Make such materials available for audit and inspection by the Authority and its designees, USDOT, the California State Auditor, the Federal Highway Administrator, the United States Controller General, the State of California, and any duly authorized representatives of the federal government at its respective offices at all times during normal business hours or at other reasonable times during the term of this Agreement. This right of inspection includes the right to make extracts and take notes.

34. Assignment.

- a. Consultant shall not assign or attempt to assign any portion of this Agreement without the prior written approval of the Authority. Consultant's assignment or attempt to assign any portion of this Agreement without the prior written approval of Authority shall be void.
- b. Consultant acknowledges that upon completion of Phase 2 of the Project, the Authority will assign or otherwise convey to LACMTA all of the Authority's rights and interest in Phase 2, including but not limited to all rights of the Authority under this Agreement.

35. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the Authority of any payment to Consultant constitute or be construed as a waiver by the Authority of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by the Authority shall in no way impair or prejudice any right or remedy available to the Authority with regard to such breach or default.

36. Termination. The Authority may terminate this Agreement with or without cause upon 15 days' written notice to Consultant. The effective date of termination shall be the date specified in the notice of termination and no earlier than 15 days following delivery of the notice. In the event no date is specified in the termination notice, the effective date of termination shall be the 15th day following delivery of the notice. Upon Consultant's receipt of the termination notice, Consultant shall stop performing any services under this Agreement except as otherwise directed by the Authority. In the event of termination by the Authority,

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Consultant shall be paid for any Work performed prior to the effective date of termination.
Consultant shall not be paid for any Work performed after the effective date of termination.

37. Suspension. The Authority may, by delivering a written notice to Consultant, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of the Authority or for reasons beyond the control of the Authority and Consultant.

38. Amendments to Scope of Services. The Authority and Consultant may at any time, and from time to time, without invalidating this Agreement, mutually agree to amend the Work to be performed under this Agreement as described in Exhibit A. The Authority and Consultant shall endeavor to reach mutual agreement regarding costs and schedule impacts associated with any such amendment. Mutually agreed upon changes shall be incorporated into this Agreement through the issuance of an amendment. All of the provisions of this Agreement shall apply to any such amendment unless otherwise expressly stated in the amendment. Upon the execution of a mutually agreed upon amendment to this Agreement by the Authority and Consultant, Consultant shall continue performance of the Work as modified by the amendment.

39. Disputes Resolution. Disputes arising in connection with this Agreement which are not resolved by consent of the parties shall be decided in writing by the authorized representative of the Authority's Chief Executive Officer. This decision shall be final and conclusive unless within 10 days from the date of receipt of such decision, Consultant mails or otherwise furnishes a written appeal to the Chief Executive Officer. In connection with any such appeal, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief Executive Officer shall be binding upon Consultant and Consultant shall abide by the decision.

a. Performance during Dispute: Unless otherwise directed by the Authority, Consultant shall continue performance of the Work while the resolution of a dispute is pending.

b. Claims for Damages: Should either party suffer injury or damage to person or property because of an act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

c. Remedies and Jurisdiction: After Consultant and the Authority have pursued the dispute resolution process set forth above, including exercise of the appeal mechanism, and unless this Agreement provides otherwise, all claims, counterclaims, disputes, and other matters in question between the Authority and Consultant arising out of or relating to this Agreement or its breach shall be decided by arbitration if the parties mutually agree, or in the Superior Court of the County of Los Angeles, State of California.

d. Rights and Remedies: The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by

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law. No action or failure to act by the Authority or Consultant shall constitute a waiver of any right or duty afforded to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

40. Attorney’s Fees. In the event that either party commences any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney’s, expert witnesses’ and consultants’ fees, and costs of appeal.

41. Notices. Any notices, bills, invoices, or reports required by this Agreement (“Notices”) shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by email communication with receipt confirmed by telephone or electronic acknowledgement of receipt. Any such Notices shall be sent to the following addresses (or to such other address as may from time to time be specified in writing by such person):

Authority: Metro Gold Line Foothill Extension Construction Authority
406 East Huntington Drive, Suite 202
Monrovia, CA 91016
(626) 471-9050
(626) 471-9049 (facsimile)
mpurcell@foothillgoldline.org
ATTN: Mitchell S. Purcell, Esq.
Chief Contracting Officer & In-House Counsel

With a copy to: Nossaman LLP
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017
(213) 612-7800
(213) 612-7801 (facsimile)
asmith@nossaman.com
ATTN: Alfred E. Smith, Esq.
General Counsel

Consultant: [_____]

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier, or other person making the delivery. Notices delivered by email communication shall be deemed received when actual receipt at the email address of the addressee is confirmed. Notwithstanding the foregoing, Notices received after 5:00 p.m. (Pacific Time) shall be deemed received on the first business day following delivery.

42. Representations and Warranties. Consultant represents, warrants, covenants to the Authority:

a. Organization. Consultant is a duly organized corporation, validly existing and in good standing under the laws of the State of California.

b. Authority. Consultant has all requisite licenses, permits, certifications, power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform the services required under this Agreement. The consummation of the transactions contemplated by this Agreement will not violate, nor be in conflict with, any provisions of the charter, bylaws or governing documents of Consultant, or any agreements or instrument to which Consultant is a party or by which Consultant is bound, or any judgment, decree, order, statute, rule or regulation applicable to Consultant.

c. Approval. The execution, delivery and performance of this Agreement by Consultant and the consummation of the transactions contemplated by this Agreement have been duly and validly authorized by its Board of Directors and is not subject to ratification by the shareholders of Consultant at a special meeting therefor.

d. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Consultant, and all documents and instruments required hereunder to be executed and delivered by Consultant have likewise been duly executed and delivered. This Agreement does, and such documents and instruments will, constitute legal, valid and binding obligations of Consultant in accordance with their terms.

43. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue of any proceeding for the litigation and/or resolution of any dispute under this Agreement shall be the County of Los Angeles, California.

44. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

45. Agreement to Control. In the event of any inconsistency between the terms of this Agreement and Consultant's Proposal, the provisions of this Agreement shall control.

46. Entire Agreement. This Agreement contains the entire understanding of the Authority and Consultant with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by Consultant and the Authority. Amendments must be signed on behalf of the Authority by the Authority's CEO or the Chairman of the Authority's Board.

47. Severability. If any clause, provision, section, or part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or

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unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section, or part.

48. Time is of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof; and each and every provision hereof is hereby declared to be and made a material, essential, and necessary part of this Agreement.

49. Exhibits. All exhibits referred to in this Agreement are incorporated herein by this reference.

50. Survival of Certain Covenants. Consultant's covenants under Sections 11, 13, 14, 15, 16, 18, 19, and 20 shall survive the expiration or earlier termination of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

“Authority”

METRO GOLD LINE
FOOTHILL EXTENSION
CONSTRUCTION AUTHORITY

By: _____
Habib F. Balian
Chief Executive Officer

“Consultant”

[_____]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services (the “Services”) is as follows: The Consultant will provide the bulk of staffing for the Authority and the Consultant’s staff will be fully integrated with the Authority’s staff; the scope of services includes but is not limited to:

1.0 GENERAL

Consultant will handle the following general tasks:

1. Assist the Authority to achieve its project goals of completing the Project on-time and within budget, while meeting or exceeding quality and safety standards;
2. Provide management and administration of the Project, including assistance in the preparation of the design, construction, and CMAR procurement documents and managing multiple staff functions required by the Project; and
3. Review and update, as necessary, the Authority’s processes, procedures, and plans, including the Authority’s Project Management Plan (PMP), the design and construction document management process, change management plan, and project control plan.

2.0 ENGINEERING AND DESIGN MANAGEMENT

Consultant will provide engineering and design management support, including:

1. Perform the engineering and design work necessary to complete design to the point that it is ready for inclusion in the design and construction RFPs and throughout the procurement of a design and CMAR contractor;
2. Develop a strategy for moving the design from award of the design contract to approved-for-construction;
3. Manage the design services during construction phase of the project;
4. Understand and apply the design standards, criteria, and guidelines of the LACMTA, SCRRA, corridor cities, and applicable third parties; and
5. Quickly, proactively and pragmatically resolve design issues.

3.0 CONSTRUCTION MANAGEMENT

Consultant will provide construction management (CM) capacity in support of the CMAR method of project delivery as implemented by the Authority, including:

1. Managing the construction of the Project, including guiding philosophy, providing staffing, assigning roles and responsibilities, and developing and applying appropriate procedures;
2. Ensuring the Project is built safely;
3. Ensuring a high quality of design and construction; and
4. Quickly, proactively and pragmatically resolving construction issues.

4.0 SYSTEMS

The systems elements of the Project are of critical importance to achieving on-time completion of the Project as they are generally the last elements to be constructed. Consultant will support the development of system elements on the Project including:

1. Developing a program plan for the integration of the traction electrification system, communications system, and train signaling system with the Project's facilities;
2. Managing the systems elements (traction electrification, communications, and train signaling) through design, fabrication, construction, and testing;
3. Managing the System Integration Testing, including testing performed by the CMAR contractor and testing performed by LACMTA;
4. Performing load flow analyses to verify the location of traction power substation locations; and
5. Providing testing support between substantial completion and revenue operations.

5.0 SCRRRA/FREIGHT

The Project involves the relocation of approximately 0.67 miles of BNSF freight track and one and a half miles of Metrolink track. Consultant will:

1. Develop a program plan for ensuring safety compliance with all applicable FRA requirements during construction;
2. Understand and apply Metrolink design criteria and standards;
3. Provide construction inspection of Metrolink facilities, including track and signals;
4. Coordinate and work effectively with Metrolink and BNSF; and
5. Quickly, proactively and pragmatically resolve issues with Metrolink and/or BNSF.

6.0 THIRD PARTY MANAGEMENT

The Project will interface with a large number of third-parties, including the corridor cities, SCRRRA, BNSF, L.A. County Flood Control, and utilities. Consultant will:

1. Develop and implement a program plan for negotiating and executing the remaining necessary third-party agreements;
2. Develop and manage the third-party work authorization and invoice review process; and
3. Develop scope of work for third-party facilities to be included in the procurement documents.

7.0 CHANGE MANAGEMENT

A sound change management program is essential to complete the Project within budget. Consultant will:

1. Develop and implement a streamlined program for evaluating merit and quantum of proposed change orders;
2. Develop and implement a process to resolve design or CMAR contractual disputes without disputes review board or legal action; and
3. Develop and implement a plan to quickly, proactively and pragmatically resolve contractual issues with designer or CMAR contractor.

8.0 PROJECT CONTROL

Under the project control services, Consultant will:

1. Develop and maintain project control systems specifically related to the Project as a CMAR project;
2. Develop and implement a plan to establish and maintain a project scheduling system and evaluate design and CMAR contractor schedules in support the Project; and
3. Develop and implement a budget control system to support the Project.

9.0 DOCUMENT CONTROL

The tracking, control, and proper retention of project documents is essential to keeping the project on schedule and resolving potential disputes. Consultant will:

1. Develop and implement a document control system to support the project;
2. Develop and implement a plan for tracking project correspondence, RFIs, submittals, etc. to ensure timely response to designer and CMAR contractor.

10.0 CALIFORNIA PUBLIC UTILITY COMMISSION (CPUC) AND SAFETY

The CPUC crossing applications, CPUC safety and security certification and fire life safety certificate of occupancy are of critical importance to successfully completing the Project. Consultant will:

1. Develop and implement a plan for obtaining CPUC approval of modifications to the project's crossings;
2. Manage the safety and security certification process to ensure timely CPUC approval to operate; and
3. Manage the fire life safety and security committee to ensure timely receipt of certificate of occupancy.

11.0 ENVIRONMENTAL ANALYSES, CLEARANCE, AND MONITORING

The environmental analysis and documentation required to clear any project refinements and the effective monitoring of the mitigation program and the remediation efforts are of critical importance to moving the Project forward. Consultant will:

1. Develop a program plan for managing the implementation of the required clean up and/or disposition of the hazardous materials identified in the environmental site assessments; and
2. Perform any additional CEQA analysis and prepare appropriate environmental documents to clear any project refinements.

12.0 OPERATIONS PLANNING AND ANALYSIS

The capability to perform a series of operations planning and analysis tasks is of substantial importance to completion of the design and the ongoing working relationship with LACMTA. Consultant will:

1. Conduct operations planning related to patron accesses, bus facilities and circulation at the stations, and rail operations on the mainline;
2. Run simulations based on the current design and/or designs submitted by the designer and CMAR contractor;
3. Manage the designer and CMAR contractor's preparation of a rail activation plan and provide assistance to LACMTA, as needed, in the start-up of the system; and
4. As requested, assist LACMTA in the refinement of the Operations and Maintenance and Fleet Management Plans to ensure a smooth hand-off of the project to LACMTA as the operator of the system.

13.0 OTHER SERVICES

Other required services are identified below. Consultant will:

1. Traffic Engineering – Provide traffic engineering services;
2. Geotechnical Engineering – Provide geotechnical engineering services;
3. Structural Engineering – Provide structural engineering services;
4. Estimating – Provide estimating services throughout life of project, including providing the Independent Cost Estimating services for the CMAR contract;
5. Design and CMAR Procurement Support – Provide support to develop the technical portion on the design and CMAR procurement documents;
6. Mechanical, Electrical, and Plumbing (MEP) Support – Provide MEP engineering services;
7. Noise and Vibration – Provide noise and vibration analysis and expertise services;
8. Universal Fare System (UFS) Support – Provide support services for LACMTA's UFS program; and
9. Provide other Program Management Services as required.

EXHIBIT B
SUBCONTRACTORS

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