

**Contract No. XP8901-847
Attachment A
Scope of Work (“SOW”)
For Claim Support Services
and Technical Forensic Cost Analysis**

The Consultant shall provide professional Construction and Engineering Claim Support services and technical Forensic Cost Assistance on an “as needed” basis to support the EXPOSITION METRO LINE CONSTRUCTION AUTHORITY as provided herein.

Qualifications:

Consultant shall provide staff (including but not limited to Project Manager, Lead Claim Consultant and Forensic Cost Engineer) that are knowledgeable and experienced in the following:

- Claims resolution principles and claims avoidance techniques
- Critical Path Method (“CPM”) Schedule analysis for Design-Build projects as well Design-Bid-Build projects
- Technical Forensic Cost Engineering audits and analysis
- Timeline for claims resolution
- Dispute Review Board proceedings
- Arbitration and mediation for construction and engineering claims settlement
- Claim report writing
- All applicable local, state and federal regulations

A. Project Description

The Exposition Metro Light Rail Line Project is a dual track light rail transit (LRT) line, being planned, designed and constructed in two phases. Phase 1 is approximately 8.6 miles long, extending from Downtown Los Angeles to Exposition Park and extends into Culver City near the intersection of Venice Blvd. and Robertson Blvd. Phase 2 extends the line from Venice/Robertson into Santa Monica, a distance of approximately 7 miles. Phase 1 is being constructed under a design/build contract with FCI, Fluor, & Parsons (FFP), a Joint Venture. In addition independent construction contracts were awarded to Balfour-Beatty Infrastructure for the construction of the Culver City Aerial Station and Structure and Balfour Beatty Infrastructure/Balfour Beatty Rail, a Joint Venture for the Culver City Plaza and Parking Lot and Farmdale Station.

The design-build contract for Phase 2 was awarded to Skanska-Rados, Joint Venture in March 2011. A separate design-build contract was awarded to Balfour Beatty Infrastructure for the Venice Boulevard

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Underpass. In addition, separate contracts will also be awarded for the Phase 2 Bike Path and the Operations and Maintenance Facility.

B. Purpose of Work

The Consultant will provide professional construction and engineering claim support services, technical forensic cost assistance and, if required support as may be needed for presentations before the DRB or arbitration or mediation services on an "as needed" basis to support the Exposition Metro Line Project – Phase 1. The work may include, but is not limited to claims, CPM expertise, technical, forensic cost engineering analysis, DRBs audits and support.

C. Description of Required Services

The Consultant shall review, recommend and provide contract claims expertise for Project Notice of Potential Claims and Construction Contract Claims. This work includes, but is not limited to, claims resolution principles, claims avoidance techniques, timeline awareness, and claims report writing. The project includes a Dispute Review Board ("DRB"). The Consultant shall assist the Authority in preparing for claims brought before the DRB, and may assist in presenting the Authority's position to the DRB.

Consultant may also be required to assist the Authority in determining the feasibility of arbitration or mediation for claims settlement; as well as assisting staff to prepare for arbitration or mediation.

D. Key Personnel

The Consultant's Key Personnel shall be capable of performing the work described above in "Required Services" with minimal instructions.

1. Project Manager – The Consultant Project Manager shall coordinate all matters with the Authority Staff and outside attorneys, if required. The Authority prefers the Project Manager is a licensed Civil Engineer, with construction experience, in the State of California. However, the Authority will consider the Project Manager's other relevant experience, if a licensed Civil Engineer, with construction experience in the State of California is proposed for one of the other Key Personnel positions previously identified in this RFP. The Project Manager is responsible for all matters related to the Consultant personnel and operations, including, but not limited to, the following:

- Supervising, reviewing, monitoring, and directing the Consultant's personnel.
 - Assigning qualified personnel to complete the required scope of work as specified.
 - Administering personnel actions.
 - Maintaining project files.
 - Developing, organizing, facilitating, and attending scheduled coordination meetings and preparation and distribution of meeting minutes.
 - Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
 - Overseeing that all safety measures are in place.
2. Lead Claim Consultant - Lead Claim Consultant shall be knowledgeable and experienced in the following:
- Design-Build contracts
 - Design-Bid-Build contracts
 - DRB Proceedings
 - Settlement of claims through arbitration and mediation
 - Claims resolution principles and claims avoidance techniques
 - Knowledgeable of CPM Schedule analysis including Time Impact Analysis ("TIA") for design-build as well as design-bid-build projects.
 - Knowledgeable of delay, loss of productivity, acceleration, escalation, extra work and quantity of work disputes.
 - Gathering and organization of project records to determine entitlement.
 - Timeline for claims resolution.
 - Claim report writing.
3. Forensic Cost Engineer - Forensic Cost Engineer shall be knowledgeable and experienced in the following:
- Knowledgeable of cost accounting systems used throughout the design and construction industries.
 - Knowledgeable of designer's and contractor's financial data.
 - Knowledgeable of field and home office overhead analysis.
 - Application of cost accounting systems to design-build as well as design-bid-build projects.
4. The Consultant personnel shall be knowledgeable of, and comply with, all applicable local, State and Federal regulations.

5. Consultant will assign personnel with hands-on experience with DRB, arbitration and mediation as needed during the life of the contract
6. The Consultant shall, throughout the life of the contract, retain within Consultant firm a staff of people qualified to perform scope of work assigned.

E. Additional Requirements:

1. General Standards
 - a. All services required herein shall be performed in accordance with accepted professional standards.
2. Availability, Work Hours and Compensation
 - a. Work performed under any resultant agreement will be on an as-needed basis. Project manager will meet with Authority staff to determine the current status of claims and potential claims and determine a work schedule. This meeting will take place within ten (10) days after receipt of the signed contract. Once the work begins, the work shall be prosecuted diligently until all required work has been completed satisfactorily.
 - b. The Project Manager shall be accessible to the Expo Project Manager at all times during normal working hours.
 - c. Unless otherwise specified in the Contract or directed by the Expo Contract Manager, the normal workday shall be an 8 hour period.
 - d. Overtime may be required. However, overtime shall be worked only when directed in writing by the Expo Project Manager. Overtime shall be reimbursed at straight time direct hourly rate for the employee with no allowance for overhead or fee.
 - e. If the Consultant's assigned employee(s) is on a leave of absence, the Consultant shall provide a replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.
 - f. No salary escalation is permitted for either the Prime or its subconsultants for the first six months of any resultant agreement. The Authority may consider salary escalation after that period based on the Los Angeles/Long Beach CPI with submission of acceptable

- documentation. Consultant will provide documentation that increases, if approved by the Authority, were received by staff assigned to this Project. Changes to salary rates will be implemented at the beginning of the Authority's next fiscal year.
- g. If Consultant or sub-consultant staff is assigned to work in the Authority offices or field offices, the Authority will not reimburse for commuting travel or parking.
 - h. The Authority will not reimburse for cell phone expenses. Such expenses are included in the proposed overhead rate.
 - i. The Authority will not pay for time-in-travel (includes attending meetings at Authority offices), preparation or review of invoices or monthly reports and other paperwork associated with this project or preparation time for Form 60's. These costs are included in the proposed overhead rate.
 - j. Local travel directly identifiable to the performance of this agreement with the exceptions cited in paragraphs g and h will be reimbursed at the at the IRS mileage rate in effect the time the travel occurred.
 - k. Other Direct Costs (ODCs) that are directly identifiable to the performance of the services of this Agreement will be reimbursed at actual cost.

3.Safety

In addition to the requirements specified elsewhere in this contract, the following also shall apply:

- a. If deemed necessary for the Consultant to visit the construction site(s), the Consultant shall: (i) maintain an awareness of Project health and safety requirements; (ii) inform the Expo Construction Manager prior to each site visit.
- b. The Consultant's personnel shall comply with all safety provisions of the Project Safety Manual.
- c. The Authority shall provide hard hats, eye protection and safety vests to the Consultant. The Consultant's personnel shall be responsible to provide its employees with safety boots (steel toed and hard soled) at no cost to the Authority. The Consultant's personnel shall wear hard hats, safety boots, eye protection, and approved safety vests at all times while working in the field.
- d. The Consultant shall receive the necessary Rail Safety training for work in the vicinity of the active Metro Rail system.

- e. Fieldwork shall not be performed when conditions prevent a safe, efficient operation. Before performing any fieldwork, Consultant will obtain written authorization from Expo.

F. Materials to be Provided by Expo:

Expo shall provide the Consultant materials, plans or manuals necessary to complete the scope of work. The Consultant shall execute the specific work based on the materials supplied. These materials are for the Consultant's use only and shall be returned at the end of the Contract. Materials (if applicable) that might be furnished by the Authority are:

1. Project plans, specifications, and CPM updates for the project.
2. Existing documents, if any, that are applicable within the Project limits.
3. Expo construction forms as necessary, including electronic or hardcopy.

G. Work to be Performed by EXPO:

1. Product Approval

All deliverables, drawings, and documents produced by the Consultant as specified by the Contract shall be subject to the approval and acceptance by the Expo Project Manager, or designated staff. In the event of non-acceptance due to errors or omissions, the Consultant shall make corrections promptly. Consultant will not be paid for work that does not conform to the requirements specified herein.

2. Personnel Approval

Resumes containing the qualifications and experience of the Consultant's personnel shall be submitted to the Expo Project Manager for review prior to assignment on the Project(s). If, in the opinion of the Expo Project Manager, an individual lacks adequate experience, the Consultant's employee may be accepted on a trial basis until such time as the individual's ability to perform the required services has been demonstrated. Consultant will not bill for the employee's time during this trial period. The Expo Project Manager will have the responsibility of determining the quality and quantity of work performed by the Consultant's personnel. If at any time, the level of performance is below expectations, Expo may release

Consultant personnel and request another person assigned as needed.

H. Deliverables:

Unless otherwise specified in the Contract, the deliverables shall conform to the following:

1. All reports, calculations and other applicable documents shall be prepared on Expo forms. Necessary forms will be provided by Expo for Consultants' use.
2. Written documents shall be submitted in both hardcopy and electronic files in Expo approved format and shall conform to the requirements of the State.
3. The Lead Claims Consultant shall prepare monthly reports of activities and work performed. The reports shall be prepared in a format approved by the Project Manager and will be submitted on a monthly basis with the invoice. Reports will be sufficiently detailed to support the hours claimed in the monthly billing.
4. The Consultant shall maintain a separate set of project files for each Task issued by the Expo Project Manager. If requested by the Expo Project Manager, the Consultant shall provide these file copies with 24 hours of request.