

# Central Subway Partnership

# PURCHASE ORDER

**VENDOR:** Gannett Fleming  
**Address:** 201 Mission Street, Suite 2200  
**City, State, Zip:** San Francisco, CA 94105-1839  
**ATTN:** Kam Shadan, MS, PE  
**Tel:** (415) 760-0346  
**Email:** kshadan@gfnet.com

**P.O. NO.:** 2020.03.001  
**P.O. DATE:** 03/05/2020

This Purchase Order is between Central Subway Partnership (CSP), a Joint Venture with a contract with the San Francisco Municipal Transportation Agency (SFMTA) to provide PM/CM consulting services in support of the Central Subway Project, and Gannett Fleming to provide Systems Engineering field support services as described in this Purchase Order.

Resumes for all potential personnel to be provided by Gannett Fleming are to be furnished to and personnel are to be accepted by CSP and SFMTA, prior to the start of any work.

## DESCRIPTION OF WORK:

Gannett Fleming will perform the following scope of services:

### 1-10 CONSTRUCTION MANGEMENT

#### 1-10.13B STS Resident Engineer

Provide system engineering services for the STS work package on Contract 1300 for the Central Subway Project.

Deliverables:

## COST:

Cost Report Transition			
DIRECT LABOR CATEGORY	HOURLY RATE	HOURS	TOTAL DOLLARS
Gannett Fleming			
Sr. Systems Engineer – Rick Duncan	\$286.65	1000	\$286,650
<b>GRAND TOTAL</b>		<b>1000</b>	<b>\$286,650</b>

Central Subway Partnership

PURCHASE ORDER

**VENDOR:** Gannett Fleming  
**Address:** 201 Mission Street, Suite 2200  
**City, State, Zip:** San Francisco, CA 94105-1839  
**ATTN:** Kam Shadan, MS, PE  
**Tel:** (415) 760-0346  
**Email:** kshadan@gfnet.com

**P.O. NO.:** 2020.03.001  
**P.O. DATE:** 03/05/2020

All documentation shall be identified with the CSP Purchase Order number and shall be sent to the submittal address listed below.

CSP – ATTN: Eric Stassevitch  
530 Bush St, Suite 400  
San Francisco, CA 94108

THIS PURCHASE ORDER made the date set forth above by and between Central Subway Partnership (CSP) and Gannett Fleming is for deliverables to be supplied by Vendor in connection with construction requirements for the Central Subway Project.

This Purchase Order shall be subject to the terms and conditions attached hereto as Exhibit A.

This Purchase Order is made as of the day and year first written above and is executed by those authorized to bind the respective parties.

Please sign and return one acceptance copy of this Purchase Order.

CENTRAL SUBWAY PARTNERSHIP

Gannett Fleming

\_\_\_\_\_  
signature

\_\_\_\_\_  
signature

Eric Stassevitch  
\_\_\_\_\_  
printed name

Kam Shadan  
\_\_\_\_\_  
printed name

PM/CM Project Manager  
\_\_\_\_\_  
printed title

Vice President  
\_\_\_\_\_  
printed title

\_\_\_\_\_  
date

\_\_\_\_\_  
date

**EXHIBIT "A"**  
**Central Subway Partnership Purchase Order General Terms and Conditions**  
**Professional Services**

**Compensation and Payment**

1. For and in consideration of the performance and completion of the services hereunder, CSP agrees that Vendor shall be compensated and paid for its services in an amount not to exceed **\$286,650** over the life of this Purchase Order.
2. After submittal of each deliverable, Vendor shall submit an invoice for services for the value of that deliverable (see cost above). Within seven (7) days following receipt by CSP from Client of payment for Vendor's services, CSP shall promptly pay Vendor the amount due. **CSP's receipt of payment from the Client for Vendor's services is a condition precedent to CSP's obligation to pay Vendor.**
3. Vendor shall not perform any additional service, or incur any additional expense in the performance of this Purchase Order without the prior written approval of CSP.
4. CSP shall not be responsible for payment or reimbursement of monies for additional services performed without the prior written approval of CSP.
5. Should a change of scope or additional services be required, payment for such services will be determined at the time of CSP's written approval, and such shall be amended to this Purchase Order and Annual Task Order.
6. Vendor hereby agrees to indemnify CSP against any payments made by CSP to Vendor which are subsequently disallowed by the Client, and agrees to promptly reimburse CSP for any such amounts plus interest which CSP may be required to pay the Client on behalf of Vendor.
7. In the event any invoiced cost(s) submitted by the Vendor through CSP to the Client is disallowed, any amount(s) paid, or due to be paid thereon, by the CSP to the Vendor shall be subject to appropriate adjustment to reflect such disallowance.

## GENERAL PROVISIONS FOR PURCHASE ORDERS

8. Responsibility

Vendor shall be solely responsible for the professional quality, technical accuracy and the coordination of all calculations, data, reports or other Services to be provided hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof. Neither a review, approval or acceptance of, nor payment for, any of the Services required hereunder shall be construed as a waiver of any rights under this Purchase Order by CSP or of any cause of action arising out of the performance of this Purchase Order, and Vendor shall be liable for all damages caused by or arising out of Vendor's negligent performance of any Services provided or required hereunder.

9. Changes

CSP may, upon ten (10) days written notice, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required for performance thereof, or the compensation thereof, this Purchase Order shall be modified accordingly in writing in order for such changes to be valid.

10. Termination

- A. Performance of the work and Services hereunder may be terminated by CSP at any time, in whole or in part:
  - (1) Whenever Vendor shall default in its obligations hereunder or fails to make progress in the prosecution of the work or Services; or
  - (2) At the request of the Client.
  - (3) For the convenience of CSP.
- B. Termination shall be effected by delivery to Vendor of the Notice of Termination, specifying whether said termination is for default of Vendor, at the request of the Client or for the convenience of CSP, the extent to which performance of the work and Services is terminated; and the date upon which said termination is to become effective. If, after Notice of Termination for default, it is determined that Vendor was not in default, or that Vendor's failure to fulfill its obligations was due to causes beyond its control and without its fault or negligence, the Notice of Termination shall be deemed to have been issued for the convenience of CSP.
- C. Following receipt of Notice of Termination, Vendor shall discontinue performance on the date and to the extent specified therein, and deliver to CSP the completed or partially completed plans, information, data, reports, estimates, summaries, materials, or other documents which, if performance had been completed, would be furnished to CSP. Vendor shall continue performance of such part of the work and Services which are not terminated by the Notice of Termination. Vendor shall prepare and submit a termination claim for services satisfactorily performed, which shall include costs and expenses, reimbursable in accordance with the Terms of this Purchase Order, not previously paid to Vendor, incurred prior to the effective date specified in the Notice of Termination, and CSP may agree upon the whole or any part of the amount(s) claimed by Vendor on account of the termination or partial termination.
- D. In the event of termination for default, CSP shall be entitled to complete the work and Services hereunder or engage others to do so and in addition to whatever remedies it may have at law if the expense of completing said work and Services is greater than the amount Vendor was to receive as compensation therefore, CSP shall be entitled to recover the difference from Vendor.

11. Confidentiality

Vendor hereby agrees that all information provided by CSP pursuant to the work and Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted,

used or disclosed by the Vendor without the written consent of CSP, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Purchase Order.

12. Ownership and Reuse of Documents

All non-proprietary data, information, reports, drawings, renderings, or other documents or materials prepared by Vendor hereunder shall become the property of CSP or the Client if imposed by the Prime Contract, whether or not the work covered thereby is executed; provided that Vendor may retain a record copy for its files.

13. Relationship

The legal relationship of Vendor to CSP hereunder shall be that of an independent contractor and not that of an agent, employee or joint venture.

14. Examination of Records

Vendor shall until the expiration of six (6) years after final payment hereunder, maintain such books and records under generally recognized accounting methods and permit inspection by CSP or the Client, or the authorized representatives of either of them at mutually convenient times, or the Comptroller General of the United States or any of his authorized representatives.

15. Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect throughout the term of this Purchase Order, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.

16. Insurance

A. Without limiting Vendor's indemnification obligations, Vendor shall provide, pay for, and maintain in force at all time during the performance of the services insurance to protect himself, CSP, and the Client: from claims arising under Workman's (Worker's) Compensation; from claims for damages because of bodily injury including personal injury, sickness or disease or death of any person; from claims for damages resulting from injury to or destruction of property, including loss of use thereof; and from claims to the extent caused by negligent acts, errors or omissions in the performance of Vendor's professional services. arising out of the performance of professional services, or as a consequence thereof, caused by error, omission, or negligent act for which Vendor, its employees, agents, vendors, and material suppliers, or the invitees of any of them, may be responsible.

B. Vendor shall provide, pay for, and maintain in force at all times during the performance of the Services insurance as specified below.

- i. Workers' Compensation Insurance as may be required by all state and federal workers' compensation acts, the Federal Longshoremen's and Harbor Workers' Compensation Act, the Outer Continental Shelf Act and such other acts as may be applicable to the PURCHASE ORDER SERVICES performed hereunder.
- ii. Employers' Liability Insurance with amounts required by law or \$100,000 whichever is greater.
- iii. Commercial General Liability Insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with combined single limit of One Million (\$1,000,000.00) Dollars per occurrence.
- iv. Automobile Public Liability Insurance with a minimum One Million (\$1,000,000.00) Dollars per occurrence coverage for both bodily injury and property damage.

v. Professional Liability Insurance with limits of liability ~~of not less than~~ Two Million (\$2,000,000.00) Dollars per claim/per aggregate.

- C. Vendor shall submit to CSP certificates of insurance evidencing such policies upon the signing of this Purchase Order. The certificates provided to CSP shall specifically state that CSP shall be given thirty (30) days notice prior to cancellation ~~(except 10 days notice for nonpayment of premium) or material change~~ in policy coverage. Certificates of Insurance shall be sent to Central Subway Partners, 530 Bush St., San Francisco, CA 94108, Attn: Eric Stassevitch. Eric Stassevitch is the certificate holder. She can be reached at eric.stassevitch@sfmta.com.
- D. Except with respect to Professional Liability and Worker's Compensation Insurance, Vendor shall name CSP as well as the City and County of San Francisco, its Officers and Employees as additional insured on all insurance policies required above.

17. Indemnity

Vendor shall be subject to the indemnification and defense obligations under the Prime Contract with such terms incorporated herein, to the same extent that CSP is bound by such indemnification and defense obligations. In any event, to the fullest extent permitted by law, Vendor shall indemnify, defend, and hold CSP, Client, and their respective officers, employees and agents harmless from and against any and all claims, liens, demands, damages, injuries, liabilities, losses, and expenses of any kind and nature, including attorneys' fees and costs, to the extent they arise out of or are in any way connected with any negligent act error, omission, recklessness or willful misconduct by Vendor, its' employees, agents or independent contractors, ("Claims") whether such Claims are based upon a contract, or for personal injury, death or property damage or upon any other legal or equitable theory whatsoever.

18. Remedies

The rights and remedies set forth herein shall be in addition to any other remedies provided by law, and waiver by CSP of any provision hereunder or a breach thereof by Vendor shall not be deemed a waiver of future compliance thereof and such provision shall continue in full force and effect.

19. Severability

In the event that any term or provision of this Purchase Order is held to be illegal, invalid, or unenforceable under the laws, regulations or ordinances of any federal, state, or other government to which this Purchase Order is subject, such term or provision shall be deemed severed from this Purchase Order and the remaining terms and provisions shall remain unaffected thereby and continue in full force.

20. Notices

All notices required or permitted under this Purchase Order shall be considered as duly given to any party for all purposes hereof only if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by telex, telegram, TWX or cable and also confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt, unless otherwise specified herein.

21. Modification

This Purchase Order may only be modified by a written amendment hereto, duly executed by both parties.

22. Successors and Assignment

Vendor binds itself, its successors, assigns, and legal representatives to CSP with respect to all of the covenants of this Purchase Order and further agrees that it shall not sell, assign, transfer, mortgage,

pledge or in any manner encumber its interests in this Purchase Order or in any proceeds from this Purchase Order without the prior written consent of CSP. In the event that Vendor violates the foregoing prohibition, or in the event that Vendor without the prior written consent of CSP, which consent shall not be unreasonably withheld, sells, assigns, transfers, mortgages, pledges or in any manner encumbers, except as security for credit Purchase Orders, all or substantially all of its corporate assets, or directly or indirectly undergoes a change in control of its ownership, CSP shall be entitled, at its sole option:

1. To require the Vendor's successor to continue to perform under this Purchase Order and to continue to satisfactorily fulfill Vendor's obligations under this Purchase Order; or
2. To terminate this Purchase Order. In such case Vendor shall be responsible for any and all liabilities arising from such termination. In the event that CSP replaces Vendor with another vendor after such termination, Vendor shall be responsible for any and all costs, expenses and liabilities arising from such substitution. In any event, Vendor shall remain liable for any and all work product or services provided by it prior to the termination.

23. Extent of Purchase Order

This Purchase Order contains all of the promises, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals or Purchase Orders, whether oral or written, and may only be modified as hereinbefore provided.

24. Governing Laws

Unless otherwise specified herein, this Purchase Order shall be governed by the law of the State of California.

25. Vendor Quality Assurance and Control Plan

Vendor agrees that it shall follow the Project Specific Quality Assurance and Control Plan (the "Quality Plan") that sets forth CSP's policy for quality assurance and control and the procedures for implementing that policy during the performance of work or services as described in the Contract and/or vendors proposal. All services or work performed by Vendor shall be in conformity with the Quality Plan. Reliance on the Quality Control Plan does not relieve the Vendor of any liability for any deficiency in Vendor's work or services, and CSP does not accept any liability therefore. Vendor is subject to audits and reviews by CSP as part of its quality program to verify satisfactory implementation of the quality plan.

**Exhibit “B” for Purchase Orders – Separate Attachment  
Prime Contract**