



**Metrolink**

**CONTRACT NO. OP33202869**

**UP TO 900 FORTY-FOOT (40')  
LOW FLOOR CNG TRANSIT  
BUSES**

**VOLUME I OF II**

## SP-36 U.S. EMPLOYMENT PROGRAM

### A. OBLIGATIONS OF CONTRACTOR

The Contractor shall implement the U.S. Employment Program ("Employment Program") as approved by LACMTA and set forth in Exhibit "E" of the Contract. The Employment Program implemented during the performance of the Contract shall be consistent with the U.S Employment Program submitted by the Contractor in response to RFP No. OP33202869 and shall contain at least the same level of effort in terms of overall Contractor financial commitment, hours of work, expenditures for training activities, creation of Full Time Equivalent (FTE) employment positions, and related substantive commitments.

### B. NEW FULL TIME EQUIVALENT (FTE) POSITIONS

The new FTE Positions created under the Contractor's U.S. Employment Program shall:

1. Include only new hired Contractor and Subcontractor/Supplier employees who provide work hours directly allocable to the OP33202869 program. New hires that also work on other projects may only be counted to the extent they perform work allocable to the OP33202869 Contract. A new hire may be expressed as a percentage of one FTE.

Training hours may be counted; however, Proposer's may not count hours spent working on other project, except for training hours that are necessary to prepare New Hires for work to be performed directly on the LACMTA Contract (OP33202869). Training hours shall not be greater than 3% of the total hours proposed for each FTE. New Hires may work on non-LACMTA projects, however, with the exception of training hours, only hours worked on LACMTA's Contract may be proposed and credited.

It is acceptable to count New Hires "bumped" by current employees with seniority as long as the New Hire remains employed by the Contractor after being reassigned for duration that position has been claimed in the Contractor's U.S. Jobs Plan. The hours reported for the senior employee who replaced ("bumped") the new employee must be consistent with the hours originally proposed by the Contractor in the agreed upon U.S. Jobs Plan. Documentation must be available for LACMTA's review that describes all such occurrences. If the New Hire is subsequently separated from the Contractor's employment prior to the completion of the proposed hours promised by the Contractor for that New Hire's work, the Contractor shall be liable for the value of the hours not performed by the New Hire.

2. Not include 1) current employees; 2) former, furloughed, and/or laid off employees who are separated from employment with the Contractor

or Subcontractor/Supplier (if applicable) on or after the date of LACMTA's Notice of Intent to Award Letter; 3) employees hired by the Contractor or Subcontractor to work on other projects to fill in or replace current employees reassigned to OP33202869, 4) hours and costs that cannot be segregated and audited directly within the Contractor or Subcontractors internal Accounting Systems

### C. REPORTS

The Contractor shall submit quarterly progress reports to LACMTA detailing its adherence to the commitments made in the Employment Program. The quarterly report shall summarize the major actions taken during the prior quarter in implementation of the Employment, and shall (1) specify the total number of new Full Time Equivalent (FTE) jobs created in that quarter by type (trade or craft), duration, and location, and the annual value of those jobs (expressed in direct OP33202869 hours expended and people hired); (2) provide the following information for each new person hired during that quarter: full name; hiring date; job class or craft; weekly or monthly salary or hourly wage; and whether the new hire has any previous employment with Contractor, subcontractors or any affiliated entities; (3) describe the workforce development, apprenticeship and training programs carried out during that quarter and the amount expended by the Contractor for such programs; and (3) describe the extent to which the Employment Plan is producing long-term employment in skilled or trade labor. If any such report indicates that the Contractor has failed to achieve the FTE commitment set forth in its Employment Plan for the time period involved, the report shall include a corrective action plan designed to achieve the required level of FTEs.

### D. RELATION TO MILESTONE PAYMENTS

In the event LACMTA determines that there has been a material failure of the Contractor or its Subcontractors/Suppliers to comply with any requirement of its Employment Program, LACMTA shall notify the Contractor in writing and shall provide the Contractor with thirty (30) days to correct such non-compliance. If such non-compliance is not corrected to the satisfaction of LACMTA within such 30-day period (or such longer period as LACMTA may in its discretion allow), LACMTA may withhold a portion of the next Milestone Payment due to the Contractor under CP-02 E, in an amount that LACMTA determines in its discretion to be reasonable and appropriate based on the nature and extent of the Contractor's non-compliance. Any amounts withheld by LACMTA under this subsection shall be repaid to the Contractor, as part of the next Milestone Payment due, when the Contractor demonstrates to the satisfaction of LACMTA that it has corrected the non-compliance. Any withholding under this subsection shall not affect the right of LACMTA to exercise other remedies available under this Contract for the Contractor's non-compliance with its Employment Plan.