INVITATION FOR BIDS (IFB) 2-1475
BOOK 1 OF 2

CONSTRUCTION OF ORANGETHORPE AVENUE
RAILROAD GRADE SEPARATION PROJECT

ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

Key IFB Dates

Issue Date: September 12, 2012
Pre-Bid Conference/Site Visit: September 19, 2012
Questions/Approved Equal Submittal: September 26, 2012
Bid Submittal Date: November 6, 2012

Funded with Federal Highway Administration Funds
Federal Aid Project Number: CMTCIFL-6071(060)
INSTRUCTIONS TO BIDDERS

***** SPECIAL NOTICE *****

The AUTHORITY has revised the timelines from what has been utilized for previous Grade Separation Projects in an effort to reduce the time from Notice of Award to Execution of the Agreement, and to reduce the time from Execution of the Agreement to the start of the Contract Time.

The bidder’s attention is directed to the Invitation for Bids, Agreement, the General Conditions and the Special Conditions. Some of the more significant terms and conditions related to this Special Notice are summarized below.

1) Proof of Insurance coverage must be procured and acceptable insurance certificates and required insurance documents must be submitted and approved by the AUTHORITY prior to the CONTRACTOR and/or subcontractors commencing work activities at the project site.

2) The successful Bidder must deliver acceptable Bonds, the Guarantee and the signed Agreement on or before the tenth (10th) calendar day after receipt of the Agreement, which will be issued with or shortly after the AUTHORITY’s Notice of Award. Failure of the Bidder to deliver acceptable Performance and Payment Bonds, the Guarantee and the signed Agreement on or before the tenth (10th) calendar day after receipt of the Agreement may result in the forfeiture of the Bid Bond or Bid Security.

3) The AUTHORITY will return the executed Agreement and issue the Limited Notice to Proceed (LNTP) no sooner than seven (7) calendar days after receipt of acceptable Bonds, the Guaranty and signed Agreement from the successful Bidder / CONTRACTOR.

4) At the sole discretion of the AUTHORITY, the LNTP may be issued up to sixty (60) days after receipt of acceptable bonds, guaranty, and signed Agreement.

5) The CONTRACTOR will not be permitted to commence work activities at the project site until it has satisfactorily met all requirements described in section SC-4.2.2 of the Special Conditions, which describes the tasks that must be accomplished before the AUTHORITY will issue the Notice to Proceed with Construction (“NTPC”), which includes, among many other things, the submission and acceptance of Proof of Insurance of the types required by the contract documents.

6) The start of the Contract Time is measured from the First Charged Day.

7) The First Charged Day can be the established by the AUTHORITY to be between (60) days and ninety (90) days after the LNTP, regardless of whether or not the CONTRACTOR has satisfactorily achieved all requirements described in section SC-4.2.2 of the Special Conditions.

8) The start of the Contract Time is not directly related to the NTPC.

Other noteworthy revisions to the Contract Documents

9) The progress payment retention has been revised from 10% to 5%, and there is no longer a clause which allows a reduction in retention percentage during construction.

10) This contract is funded by State of California bonds and therefore subject to overview by the California Division of Labor Standard Compliance Monitoring Unit (CMU). Pursuant to California Labor Code Section 1171.3, the California Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this contract. The CONTRACTOR is responsible for complying with all requirements of the CMU, including filing electronic payroll reports.
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September 12, 2012

SUBJECT: NOTICE INVITING SEALED BIDS
IFB 2-1475, “CONSTRUCTION OF ORANGETHORPE AVENUE RAILROAD GRADE SEPARATION PROJECT”

Gentlemen/Ladies:

The Orange County Transportation Authority invites sealed bids for construction of a railroad grade separation project at the railroad crossing at Orangethorpe Avenue. The estimated cost for this project is approximately $62,400,000.

Bids shall be submitted at or before 11:00 a.m., Pacific Daylight Time, November 6, 2012.

The Authority has set a 12% Disadvantaged Business Enterprise participation goal for this project.

Bids delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Marvin Cruz, Senior Contract Administrator

All bids being delivered to 600 South Main Street will be received and time stamped in the lobby. No bids are to be submitted to the 4th Floor, CAMM Department.

Or bids delivered using the U.S. Postal Service shall be addressed as follows:

Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
550 South Main Street
P.O. Box 14184
Orange, California 92863-1584
Attention: Marvin Cruz, Senior Contract Administrator

Bids and amendments to bids, received after the date and time specified above will be rejected by the Authority and returned to Bidders unopened.
Firms interested in obtaining a bid package and interested in doing business with the Authority are required to register their business on-line at CAMM NET, the Authority’s interactive website. The website can be found at www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this IFB 2-1475, firms must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

Commodities for this solicitation are:

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A pre-bid conference has been scheduled for 10:00 a.m. on September 19, 2012, in Conference Room 154 of the Authority’s Administrative Building at 600 South Main Street, Orange CA, 92863. All prospective bidders are strongly encouraged to attend.

Contractors may review the bid documents, specifications, and drawings in the Authority’s Contracts Administration and Materials Management Department by appointment only during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
The successful Bidder will be required to comply with all applicable equal opportunity laws and regulations.

Award of this contract is subject to receipt of federal, state or local money.

Bidders shall ensure that in regard to this Invitation for Bids, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to compete for subcontracting work and will not be discriminated against on the grounds of race, color, or national origin.

Sincerely

[Signature]

Marvin Cruz,
Senior Contract Administrator
Contracts Administration and Materials Management
SECTION I

INSTRUCTIONS TO BIDDERS
SECTION I. INSTRUCTIONS TO BIDDERS

A. PRE-BID CONFERENCE/SITE VISIT

A pre-bid conference has been scheduled for 10:00 a.m. on September 19, 2012, in Conference Room 154 of the Authority’s Administrative Building at 600 South Main Street, Orange CA, 92863. All prospective Bidders are strongly encouraged to attend the pre-bid conference and the site visit.

B. EXAMINATION OF DOCUMENTS

By submitting a bid, the Bidder represents that it has thoroughly examined and become familiar with the work required and documents included under this IFB.

A Bid Booklet has been furnished as Book 2 of 2 of this IFB.

C. ADDENDA

The Authority reserves the right to revise the IFB documents. Such revisions, if any, will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The Authority shall not be bound to any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. Failure to acknowledge receipt of Addenda may cause the Bid to be deemed non-responsive to this IFB and be rejected.

D. AUTHORITY CONTACT

All correspondence and submissions in connection with this IFB should be directed to the following Contract Administrator:

Orange County Transportation Authority
Attention: Marvin Cruz, Senior Contract Administrator
Contracts Administration and Materials Management
600 South Main Street
Orange, CA 92868

or

Orange County Transportation Authority
P.O. Box 14184
Orange, CA 92863-1584
E. CLARIFICATION OF SPECIFICATIONS AND APPROVED EQUALS

Specifications Review

Should a Bidder find discrepancies in, or omissions from, the drawings or specifications, or be in doubt as to their meaning, the Bidder shall notify the Authority in writing in accordance with "Submitting Requests" below. Should it be found that the point in question is not clearly and fully set forth, a written addendum clarifying the matter will be sent to all firms registered on CAMM NET under the commodity codes specified in the IFB.

Preference for Materials

In accordance with the California Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only brand or trade name known to the Authority.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not "or equal" is added, and a Bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth in below.

Submitting Requests

a. All requests for approved equals, clarification of specifications, or questions must be put in writing and must be received by the Authority no later than 5:00 p.m., Pacific Time, on September 26, 2012.

b. Requests for approved equals, clarifications, questions must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

(1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, Orange, California 92868, or

Orange County Transportation Authority
P.O. Box 14184, Orange, California 92863-1584.

(2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange,
California, 92863.

(3) Facsimile: The Authority’s fax number is (714) 560-5792.

(4) E-Mail: Marvin Cruz, Senior Contract Administrator e-mail address is mcruz@octa.net.

Any request for an approved equal or clarification of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the Bidder, who shall furnish all necessary information at no cost to the Authority. The Authority shall be the sole judge as to the equality, substitutability and compatibility of the proposed alternatives or equals.

Authority Responses

Responses from the Authority will be posted on CAMM NET, the Authority’s interactive website, no later than five calendar days before the scheduled date of bid opening. Offerors may download responses from CAMM NET at www.octa.net/cammnet, or request responses be sent via U.S. Mail by e-mailing or faxing the request to Marvin Cruz, Senior Contract Administrator.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, firms must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

Commodities for this solicitation are:

- Rental & Lease
- Construction
- Equipment Rental or Lease
- Carpenter
- Concrete
- Construction – Electrical Installation
- Construction (General)
- Earthwork/Paving
- Equipment Rental & Supplies
- Excavation
- Fencing Contractor
- General Contractor
- Inspection Services
- Landscape Contractor
- Masonry
- Metals – Fabricated/Structural
- Painting Contractor
- Pipeline
Professional Services

Inquiries received after 5:00 p.m. on September 26, 2012, will not be responded to.

F. SUBMISSION OF BIDS

Date and Time

Bids must be submitted at or before 11:00 a.m., Pacific Daylight Time, November 6, 2012.

Bids received after the time due will be rejected without consideration or evaluation.

Bids will be publicly opened in the Contracts Administration and Materials Management Department’s office at the submission time indicated above.

Address

Bids delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Marvin Cruz, Senior Contract Administrator

Bids delivered using the U.S. Postal Services shall be addressed as follows:

Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
550 South Main Street, P.O. Box 14184
Orange, California 92863-1584
Attention: Marvin Cruz, Senior Contract Administrator

Firms must obtain a visitor badge from the receptionist in the lobby of the 600 Building prior to delivering any information to CAMM.
Bid Booklet

Bids must be submitted on the forms provided in the Bid Booklet that accompanies this IFB. Bids shall include properly completed bidding forms.

Identification of Bids

The bid forms must be properly completed and enclosed in a sealed package clearly marked as follows:

"BID FOR IFB 2-1475: CONSTRUCTION OF ORANGETHORPE AVENUE RAILROAD GRADE SEPARATION PROJECT"

Bidder shall be entirely responsible for any consequences, including disqualification of the Bid, resulting from any inadvertent opening of unsealed or improperly identified packages. It is the Bidder’s sole responsibility to see that its bid is received as required.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by any Bidder in preparation of its bid. Bidder shall not include any such expenses as part of their bid.

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

1. Preparing a bid in response to this IFB;
2. Submitting that bid to the Authority;
3. Negotiating with the Authority any matter related to this Bid; and
4. Any other expenses incurred by Bidder prior to date of award, if any, of the Agreement.

H. JOINT BIDS

Where two or more firms desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Bids are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Contractor is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.
J. BID SECURITY FORMS

Bids shall be accompanied by a certified or cashier’s check, or an acceptable bid bond for an amount not less than ten percent (10%) of the bid, made payable to the order of the Orange County Transportation Authority. A corporate surety (not an individual surety), registered in the state of California and registered to do business in the county of Orange must issue bid bonds. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work and in case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the Authority.

K. WITHDRAWAL OF BIDS

Bidders may withdraw its bid at any time prior to the time set for opening of bids by means of written request signed by the Bidder or its proper authorized representative. Such written request shall be delivered to the address in this IFB.

L. PREVAILING WAGES

This project is funded under a financial assistance contract by the U.S. Department of Transportation and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are available at the Authority’s Offices or on the internet at www.dir.ca.gov/DLSR/statistics_research.html and www.access.gpo.gov/davisbacon/. Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed Bids. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate must be paid.

This contract is funded by State of California bonds and therefore subject to overview by the California Division of Labor Standard Compliance Monitoring Unit (CMU). Pursuant to California Labor Code Section 1171.3, the California Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this contract. The reporting requirements and other information regarding the CMU may be found at http://www.dir.ca.gov/dlse/cmu/cmu.html. The Contractor is responsible for complying with all requirements of the CMU, including filing electronic payroll reports.

M. SUBCONTRACTORS AND ASSIGNMENTS

The successful Bidder shall perform work equivalent to at least thirty percent (30%) of the total amount of the construction work at the site; and, perform the work on the site with its own staff and equipment, owned or rented or without operators.
Pursuant to the provisions of the California Public Contract Code Section 4104 every Bidder shall in the bid set forth:

1. The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent of the Bidder's total bid; and

2. The portion of the work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each portion of work as defined by the Bidder in its bid.

3. The dollar amount of the work, which will be done by each such subcontractor.

4. Each subcontractor must comply with the contract.

Bidder shall complete Exhibit D-1 "List of Subcontractors" with the above requested information.

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, or if the Bidder specifies more than one (1) subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder agrees to perform that portion. If Bidder utilizes a subcontractor not listed in Exhibit D-1, for work that is over one-half of one percent, the Authority will exercise Section 4110 of the California Public Contract Code and penalize the Bidder ten percent of the involved subcontract.

**The successful Bidder shall not, without the express written consent of the Authority, either:**

1. Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designed in the original bid; or

2. Permit any subcontract to be assigned or transferred; or

3. Allow it to be performed by anyone other than the original subcontractor listed in the bid.

Each Bidder shall set forth in its bid the name and location of the place of business (address) of each subcontractor certified as a minority, woman or disabled veteran business enterprise who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.

Bidder shall not assign any interest it may have in any Agreement with the
Authority, nor shall Bidder assign any portion of the work under any such Agreement with a value in excess of one-half of one percent of Agreement price to be sub-contracted to any one other than these subcontractors listed in the "List of Subcontractors," except by prior written consent of Authority. Authority’s consent to any assignment shall not be deemed to relieve Bidder of its obligations to fully comply with its obligations under its Agreement with the Authority. Bidder with its own forces shall perform minimum of 30% (calculated as a percentage of the total cost of the project) under this Agreement. Bidder shall also include in its subcontract agreements the provisions of its Agreement with Authority including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the Bidder.

Contractor and all lower tier participants, including subcontractors, vendors and suppliers, must certify that they are not debarred. Contractors can utilize http://epls.arnet.gov to verify that a participant is not debarred.

N. DISADVANTAGED BUSINESS ENTERPRISE

This contract is subject to Title 49 Code of Federal Regulations (CFR), Part 26, entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs” (Regulations). The Regulations in their entirety are incorporated herein by this reference. Bidders are to be fully informed with respect to the Disadvantaged Business Enterprise (DBE) and Disadvantaged Business Enterprise (DBE) requirements delineated in Section IV of this IFB and the applicable Regulations.

The Authority has set a 12% DBE participation goal for this project. Please refer to SECTION III of this IFB.

O. BIDDER’S LICENSING REQUIREMENTS

In conformance with the current statute requirements of Section 10164 of the Public Contract Code, no bid submitted shall be invalidated by failure of bidder to be licensed at time of bid submission. However, at the time the contract is awarded, Bidder and subcontractors must be properly licensed with a classification appropriate for the work to be performed in accordance with the State of California. Failure of the Bidder to obtain proper and adequate licensing for award of the contract, shall constitute a failure to execute the contract and shall result in the forfeiture of the bid security.

P. PERMITS AND INSPECTION COSTS

The Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction
operating under the jurisdiction of such agency.

Q. LIQUIDATED DAMAGES

In the event Bidder, after entering into an Agreement with the Authority, fails to complete the work within the time specified in the Agreement, the Bidder will be required to pay the Authority the amount per calendar day of delay as specified in Special Conditions Section 5 “Liquidated Damages”.

R. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protest filed by a Bidder in connection with this IFB must be submitted in accordance with the Authority’s written procedures.

S. AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible Bidder and shall be on a lump sum basis, in accordance with the requirements of this IFB. The contract to be awarded is the Agreement presented in Part V of this IFB.

T. EXECUTION OF CONTRACT

The successful Bidder shall submit to the Authority the required contract bonds, “Guaranty”, and the signed Agreement within ten (10) calendar days after notification of contract award and receipt of the Agreement presented by the Authority. Failure of the Bidder to deliver acceptable Performance and Payment Bonds, the Guarantee, Certificate of Restrictions on Lobbying, and the signed Agreement on or before the tenth (10) calendar day after receipt of the Agreement shall be just cause of the annulment of the award and the forfeiture of the Bid Bond or Bid Security. Transfers of contract, or of interest in contracts, are prohibited.

U. AUTHORITY’S RIGHTS

The Authority reserves the right, in its sole discretion to:

The Authority reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.

The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice. The Authority makes no representations that any contract will be awarded to any Bidder responding to this IFB.

Issue a new IFB for the project.
Postpone the bid opening for its own convenience.

Each bid will be received with the understanding that acceptance by the Authority of the bid to provide the goods and services described herein shall constitute a contract between the Bidder and Authority which shall bind the Bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.

Investigate the qualifications of any Bidder, and/or require additional evidence of qualifications to perform the work.

Bids received by Authority are considered public information and will be made available to the public if required to do so.

V. CONFLICT OF INTEREST

Bidder agrees to avoid organizational conflict of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the bidder is unable, or potentially unable to render impartial assistance or advise the Authority; Bidder’s objectivity in performing the work identified in the specifications is or might be otherwise impaired; or the Bidder has an unfair competitive advantage. Bidder is obligated to fully disclose to the AUTHORITY in writing and Conflict of Interest issues as soon as they are known to the Bidder. All disclosures must be disclosed at the time of bid submittal.

W. CODE OF CONDUCT

Bidder agrees to comply with the AUTHORITY’s Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. Bidder agrees to include these requirements in all of its subcontracts.

X. FEDERAL REQUIREMENTS

This project is financed in part with federal funds, and therefore, all of the statutes, rules, and regulations promulgated by the federal government and applicable to work financed in whole or in part with federal funds will apply to this project. All applicable provisions set forth in IFB Section X, “Additional Contractual Exhibits,” EXHIBIT H, Federal Highway Administration (FHWA) Form 1273, of this IFB, shall pertain to this project.

FHWA Form 1273 shall be physically incorporated into the contract for this project and all subcontracts and subsequent lower-tier subcontracts. Whenever references are made in said contract provisions to “State Highway Administration (SHA) contracting officer,” “SHA resident engineer,” or “authorized representative of the SHA, “they shall be deemed to mean “AUTHORITY contracting officer,” “AUTHORITY engineer,” or AUTHORITY’s authorized representative in this IFB.
SECTION II

INSTRUCTIONS TO BIDDING FORMS
SECTION II. INSTRUCTIONS TO BIDDING FORMS

The Bidder shall complete all the forms identified below, and contained in the Bid Booklet Book 2 of 2 this IFB. The Bid may not contain exceptions to or deviations from the requirements of this IFB.

A. BID FORM

The Bidder must complete the Bid Form. In addition to providing the individual bid item Unit Prices and the sum of the bid item prices, the Bidder affirms the Bid Form statements.

B. BID SECURITY FORM - BID BOND

The Bidder shall include the Bid Security Form and include the appropriate bid bond or cashier check with the bid.

NOTE REGARDING BONDS: Sureties for necessary bonds (including Bid Bond, Performance Bond, and Payment Bond) shall meet the following requirements:

For projects in excess of $250,000: A California Admitted Surety or a current Treasury Listed Surety (Federal Registry) with a current A.M. Best rating of A IV or a current S&P rating of A.

    or

    __ An Admitted surety insurer that complies with the provisions of Code of Civil Procedure, Section 995.660.

    or

    __ A company that is approved by the Authority.

Should any surety or sureties be deemed unsatisfactory by the Authority, notice will be given the Contractor to that effect, and Contractor shall be found non-responsive.

All alterations, time extension, extra and additional work and other changes authorized by the Specifications, or any part of the Agreement, may be made without securing consent of the surety or sureties on the Agreement bonds.

C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form. Failure to provide all required information may be grounds for finding the bid non-responsive.
D. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The Bidder shall include the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity provides notice to Bidder regarding the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications".

E. BIDDER’S CERTIFICATE OF COMPLIANCE - WORKERS’ COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, Bidder shall execute the Bidder's Certificate of Compliance Regarding Workers' Compensation Insurance.

F. BIDDER’S CERTIFICATE OF COMPLIANCE - BUSINESS AND PROFESSIONS CODE SECTION 7028

Bidder shall execute the Bidder's Certificate Of Compliance Regarding State of California Business and Professions Code Section 7028.15.

G. LIST OF SUBCONTRACTORS FORM (EXHIBIT D-1)

Bidder shall complete this form which lists all subcontractors performing work in excess of ½ of 1% of the bid amount per the instructions set forth in Section I "Instructions to Bidders".

H. PARTY AND PARTICIPANT DISCLOSURE FORMS

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Bidders are required to complete and sign the forms included in this IFB, and submit as part of the bid. Bidders are required to submit only one copy of the completed forms as part of its bid. The prime contractor and subcontractors must complete the form entitled “Party Disclosure Form”. Lobbyists or agents representing the prime contractor in this procurement must complete the form entitled “Participant Disclosure Form”. Reporting of campaign contributions is a requirement from the bid submittal date up and until the Authority’s Board of Directors takes action. This date is currently scheduled for January 14, 2013. This date is subject to change without prior notice.

I. BIDDER’S CERTIFICATE OF COMPLIANCE - INELIGIBLE FOREIGN CONTRACTORS AND SUBCONTRACTORS

The Authority will not consider for award any bid submitted by any contractors, nor consent to subletting any portions of the project to any subcontractors, who
are citizens or nationals of a foreign country during any period in which such foreign county is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the U.S. Trade Representative, the Country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of this provision, any contractor or subcontractor who is a citizen or national of a foreign county listed above, or whose company is controlled directly or indirectly by citizens or nationals of a foreign county listed by the U.S. Trade Representative, shall be considered to be a contractor or subcontractor of such foreign country.

Bidders shall execute the "Bidder's Certification Regarding Ineligible Foreign Contractors and Subcontractors" form included in this IFB, attesting to their eligibility, and the eligibility of their proposed subcontractors, for this project in accordance with the above provisions.

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS

Pursuant to 49 CFR 29, bidders are advised that by signing and submitting their Bid, that they are certifying that they and their subcontractors are not debarred, Suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

K. BIDDER’S CERTIFICATE OF COMPLIANCE/NONCOMPLIANCE "BUY AMERICA"

Pursuant to 49 CFR Part 661, as amended by Section 337 of the Surface Transportation and Uniform Relocation Act of 1987, no federal funds authorized by the Urban Mass Transportation Act of 1964, as amended; 23 USC 103 (e)(4); and Section 14 of the National Capital Transportation Act of 1969 as amended; and which were obligated by the Federal Transit Administration (FTA) after January 6, 1983 shall be obligated by the Authority unless steel and manufacturers’ products used in such articles are produced in the United States.

A contractor providing articles that do not meet the above provision must submit a written request to the Authority on behalf of the District, which may be forwarded, to FTA. FTA shall review the request for waiver and FTA may grant such a waiver if FTA determines that:

(a) The application of the domestic preference requirements would be inconsistent with the public interest;
(b) Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(c) The inclusion of a domestic item or domestic material will increase the cost of the contract for the item or material by more than 25 percent.

FTA may grant a waiver in the case of the procurement of buses and other rolling stock (including train control, communications and traction power equipment), if the cost of components and subcomponents of such items which are produced in the United States is more than 60 percent for contracts entered into after April 1, 1992 with any supplier or contractor or any successor in interest or assignee which complied with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982 prior to April 2, 1987.

To determine costs of components or subcomponents for compliance with the Buy America Requirements, the Bidder is referred to the Federal Registers, Volume 56, No. 6, Dated January 9, 1991.

In order to demonstrate compliance with the Buy America Requirements, Bidder shall complete the Certificate of Compliance/Noncompliance included in this IFB. Failure to complete the certificate shall render a Bidder nonresponsive to this solicitation and will result in the rejection of the bid.

L. LOBBYING

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Bidder to influence federal officials regarding specific procurements in excess of $100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This IFB includes the following: a certification form entitled "Certification of Restrictions on Lobbying," the Office of Management and Budget (OMB) Standard Form LLL entitled "Disclosure of Lobbying Activities," and a document entitled "Limitation on Payments to Influence Certain Federal Transactions."

The successful Bidder to this solicitation will be required to complete and submit to the Authority, acting on behalf of the District, the certification form entitled "Certification of Restrictions on Lobbying" whether or not any lobbying efforts took place. If the successful Bidder did engage in lobbying activities, then OMB Standard Form LLL "Disclosure of Lobbying Activities" must also be completed and submitted to the Authority.

This form must be completed and submitted to the Contract Administrator responsible for this procurement within ten (10) days of award notice by the Authority. Failure to provide the completed and signed forms will result in cancellation of award.
D. DISADVANTAGED BUSINESS ENTERPRISE RACE-CONSCIOUS PARTICIPATION

Each Bidder must complete the following forms in accordance with instructions set forth in this IFB with its bid:

1. EXHIBIT D-2 - LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS) 15-G1 FORM
2. EXHIBIT D-3 DBE INFORMATION —GOOD FAITH EFFORTS 15-H
3. EXHIBIT D-4 - BIDDERS LIST

N. EXHIBIT D-2 - LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS) 15-G1 FORM

The “Local Agency Bidder-DBE Commitment (Construction Contracts) 15-G1," Exhibit D-2, form should be submitted with your bid submission, however if the DBE Commitment form, Exhibit D-2 is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form, Exhibit D-2 to the AUTHORITY no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form, Exhibit D-2 unless the AUTHORITY requests it. If you are not the apparent low bidder, second low bidder or third low bidder and the AUTHORITY requests that you submit a DBE Commitment form, Exhibit D-2, submit the completed form within 4 business days of the request.

Written confirmations (i.e. quotes, commitment letters detailing associated costs, etc.) are required from each proposed DBE, stating that it is participating in the contract. All written confirmations are required to be submitted along with the DBE Commitment form, Exhibit D-2. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If the contractor fails to submit the DBE Commitment form, Exhibit D-2 within the specified time delineated above, the AUTHORITY may find your bid nonresponsive.

PLEASE NOTE: It is the bidder’s responsibility to verify that the DBE(s) listed are certified at the time of bid submission

O. EXHIBIT D-3 DBE INFORMATION —GOOD FAITH EFFORTS 15-H

If bidders have not met the DBE goal, the bidders must complete and submit the “DBE Information – Good Faith Efforts 15-H," Exhibit D-3 form demonstrating that the bidder made adequate good faith efforts to meet the goal.
If the Bidder has met the DBE goal based on the proposed participation of DBEs listed on the bidder’s “Local Agency Proposer – DBE Commitment 15-G1” Exhibit D-2 form, it is at the bidder’s discretion (not mandatory) whether or not to submit “DBE Information – Good Faith Efforts Form 15-H,” Exhibit D-3. However, the submission of Good Faith Efforts documentation (Exhibit D-3) can protect the bidder’s eligibility for award of the contract if the AUTHORITY determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening or the bidder made a mathematical error. Submittal of only the “Local Agency Bidder DBE Commitment 15-G1” (Exhibit D-2) form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

If Good Faith Efforts documentation is not submitted with the bid, it must be received by the AUTHORITY no later than 4:00 pm on the 4th business day after bid opening.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information,
identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

P. **EXHIBIT D-4 - BIDDERS LIST**

The Department of Transportation requires the AUTHORITY to create and maintain a “Bidders List” containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the AUTHORITY’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder is required to complete and submit the Bidders List form for every firm who submitted a bid, proposal or quote, including the primary Bidder and submit this information at the time of bid submission. However, if the “Bidders List” form is not submitted with the bid, the “Bidders List” form must be received by the AUTHORITY no later than 4:00 p.m. of the 4th business day after bid opening. Failure of the Bidder/Offeror to submit the required “Bidders List” form may deem the Bidder/Offeror non-responsive. The AUTHORITY will utilize this information to assist in the AUTHORITY’s overall annual DBE goal-setting process.

Q. **STATUS OF PAST AND PRESENT CONTRACT FORM**

Bidder is required to complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of the proposal. Bidder shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Bidder shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Bidder must list the reason for termination. Bidder must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Bidder confirming the information that the information provided is true and accurate. Bidder is required
to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original bid.

R. CERTIFICATION OF NON-COLLUSION

This form requires the Bidder to certify that the bid is not collusive or a sham. This form is to be signed, dated and is part of the bid package in Book 2 of 2.
BID FORM

ORANGE COUNTY TRANSPORTATION AUTHORITY
Attention: CAMM Department
550 South Main Street
P.O. Box 14184
Orange, California 92863-1584

Gentlemen/Ladies:

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as required in the Invitation For Bids (IFB) 2-1475, and to do everything required therein; and further proposes that, if this Bid is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Lump Sum Bid Amount</th>
</tr>
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<tbody>
<tr>
<td>_____________________________</td>
<td>$ ________________</td>
</tr>
</tbody>
</table>

A cashier's check/certified check/bid bond (circle applicable term) properly made payable to ORANGE COUNTY TRANSPORTATION AUTHORITY, hereinafter designated as the Owner, for the sum of ___________________________ Dollars ($ ____________) which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds, "Guaranty," Certificate of Restriction on Lobbying, and Certificate of Insurance, if awarded the contract, and in case of failure to do so within the time provided, (a) the proceeds of said check shall be forfeited to the AUTHORITY; or (b) surety's liability to the AUTHORITY for forfeiture of the face amount of the bond shall be considered as established [circle (a) or (b)].

The undersigned hereby represents that:
1. He/She has thoroughly examined and become familiar with the work required and documents included under this IFB. The Bidder understands that the award of the contract, if it is awarded, will be based on the lowest total Bid submitted by a responsive and responsible Bidder, and further, that the amounts and the total on the Bid Form will be subject to verification by the Authority.

2. By investigation at the site of the work and otherwise, it is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. Bidder fully understands the scope of the work/specifications and has checked carefully all words and figures inserted in said Invitation For Bids and further understands that the Authority will in no way be responsible for any errors or omissions in the preparation of this Bid.

4. Bidder will execute the Agreement and furnish the required Performance and Payment Bonds, "Guaranty," "Certificate of Restrictions on Lobbying," and signed Agreement within ten (10) calendar days after receipt of the Agreement (which will be issued with or shortly after notification of contract award from the Authority); and further, that this bid may not be withdrawn for a period of 150 calendar days after the date set for the opening thereof, unless otherwise required by law. If any Bidder shall withdraw its bid within said period, the Bidder shall be liable under the provisions of the Bid Security, or the Bidder and the surety shall be liable under the Bid Bond, as the case may be.

5. Bidders are advised that by the signing of their bid, they are certifying that they and all lower tier subcontractors, under penalty of perjury under the laws of the State of California, that the Bidder has complied with Title 49, Code of Federal Regulation, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated herewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntarily exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily exclusion, or determination of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exception to this certification must be disclosed to the Authority. from covered transactions by any federal department or agency.

6. Bidder hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder in conformance with California Public Contract Code Section 7106.
BID FORM

7. In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the Bidder shall execute the document included in this IFB entitled "Bidder's Certificate of Compliance Regarding Workers' Compensation Insurance;" and

8. Bidder hereby further certifies that each, and every representations made in this Bid are true and correct and made under penalty of perjury.

Bidder shall permit the authorized representative of the Authority to inspect and audit all data and records of Bidder relating to this bid, and if awarded a contract resulting from this bid, shall permit such inspection and audit of all data and records of Bidder related to Bidder's performance of such contract.

9. Bidder does not employ anyone who is now, or for one (1) year immediately prior to the date of this offer was, a director, officer, member, or employee of the Orange County Transportation Authority. The undersigned has not agreed to pay a fee contingent upon the award of a contract resulting from this bid to anyone who is now, or for one (1) year immediately prior to the date of this bid was, a director, officer, member, or employee of the Orange County Transportation Authority. No member of or delegate to the Congress of the United States shall be admitted to any share of the contract or to any benefit arising therefrom.

10. If awarded a contract resulting from this bid, Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. This is in conformance with Title 49 CFP Part 26.

11. If awarded a contract resulting from this bid, Bidder will cooperate with the Authority in meeting commitments and goals with regard to the maximum utilization of DBE firms and will use its best efforts to ensure that DBE firms shall have the maximum practicable opportunity to compete for subcontract work under such contract.

12. Bid will be in effect for 150 calendar days after the bid closing date.
Now: In compliance with the Invitation For Bids 2-1475, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated ________________ , 2012

The above bid includes

Addenda Nos. ________________

Addendum No. ___ Dated ______
Addendum No. ___ Dated ______
Addendum No. ___ Dated ______
Addendum No. ___ Dated ______
Addendum No. ___ Dated ______

Bidder ______________________

Signature ____________________

Name _________________________

Title _________________________

Bidder's Authorized Representative ______________________

Title _________________________

Telephone No./ Fax No. ______________________

E-Mail _________________________

Bidders post office address ______________________

________________________________

Corporation organized under the laws of the State of ______________________

Contractor's License No. ______________________

Expiration Date of License ______________________

Surety or sureties ______________________

________________________________

(CORPORATE SEAL)
# SCHEDULE OF QUANTITIES AND PRICES

**Orangethorpe Avenue Railroad Grade Separation Project**

BIDDER’S NAME: __________________________________________________________

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<th>ITEM</th>
<th>(F)</th>
<th>EXHIBIT</th>
<th>SPEC REF.</th>
<th>DESCRIPTION *</th>
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<td>B-2</td>
<td>10-1.18</td>
<td>CONCRETE BARRIER (TYPE 732) – MAINT. BRIDGE</td>
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<td>74</td>
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<td>236</td>
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<td>10-1.25</td>
<td>PORTABLE CHANGEABLE MESSAGE SIGNS (TEMPORARY)</td>
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<td>237</td>
<td>B-1</td>
<td>302-5.9</td>
<td>ASPHALT CONCRETE (BYPASS ROAD)</td>
<td>TON</td>
<td>1,659</td>
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<td>238</td>
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<td>PLACE ASPHALT CONCRETE (BYPASS ROAD) - MISCELL. AREA - SIDEWALK</td>
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<td>DESCRIPTION *</td>
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<tr>
<td>239</td>
<td>B-1</td>
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<td>4&quot; PCC SIDEWALK WITH DETECTABLE WARNING SURFACE</td>
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<td>306-1.6</td>
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<td>B-1, SSPWC</td>
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<td>TOPSOIL</td>
<td>CY</td>
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<tr>
<td>248</td>
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<td>LF</td>
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<tr>
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<tr>
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<td>5 GALLON SHRUB</td>
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<tr>
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<tr>
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<td>HYDROSEED (NON-IRRIGATED AND BIOSWALE)</td>
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<td>SOD LAWN</td>
<td>SF</td>
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<tr>
<td>256</td>
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<td>MULCH</td>
<td>CY</td>
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<td>CONNECTION TO WATER SERVICE - 2&quot; METER</td>
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<tr>
<td>258</td>
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<td>IRRIGATION MAIN LINE - 3&quot; PR315 PIPE</td>
<td>LF</td>
<td>9,369</td>
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<td>308-8</td>
<td>SHUTOFF VALVE ASSEMBLY - 3&quot; GATE VALVE</td>
<td>EA</td>
<td>43</td>
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<td>260</td>
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<td>REMOTE CONTROL VALVE ASSEMBLY (DRIP) - 1&quot; RCV</td>
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<tr>
<td>261</td>
<td>SSPWC</td>
<td>308-8</td>
<td>REMOTE CONTROL VALVE ASSEMBLY - 1&quot; RCV</td>
<td>EA</td>
<td>22</td>
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<tr>
<td>262</td>
<td>SSPWC</td>
<td>308-8</td>
<td>REMOTE CONTROL VALVE ASSEMBLY - 1.5&quot; RCV</td>
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<tr>
<td>263</td>
<td>SSPWC</td>
<td>308-8</td>
<td>REMOTE CONTROL VALVE ASSEMBLY - 3&quot; RCV (MASTER)</td>
<td>EA</td>
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<td>SSPWC</td>
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<td>SUPPLEMENTAL IRRIGATION CONTROL SYSTEM - 3&quot; FLOW SENSOR</td>
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<td>265</td>
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<td>308-8</td>
<td>AUTOMATIC IRRIGATION CONTROLLER ASSEMBLY</td>
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<td>ITEM</td>
<td>(F)</td>
<td>EXHIBIT</td>
<td>SPEC REF.</td>
<td>DESCRIPTION *</td>
<td>UNIT</td>
<td>QTY</td>
<td>UNIT PRICE</td>
<td>ITEM TOTAL</td>
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<tr>
<td>266</td>
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<td>308-8</td>
<td>QUICK COUPLING VALVE ASSEMBLY - 3&quot; QCV</td>
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<tr>
<td>267</td>
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<td>SSPWC</td>
<td>308-8</td>
<td>BACKFLOW PREVENTION DEVICE ASSEMBLY - 2&quot; BPA</td>
<td>EA</td>
<td>6</td>
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<tr>
<td>268</td>
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<td>SSPWC</td>
<td>308-8</td>
<td>IRRIGATION HEAD ASSEMBLY - 1806-SAMP-PRS</td>
<td>EA</td>
<td>97</td>
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<tr>
<td>269</td>
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<td>SSPWC</td>
<td>308-8</td>
<td>IRRIGATION HEAD ASSEMBLY - 1812-SAMP-PRS</td>
<td>EA</td>
<td>1,346</td>
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<td>308-8</td>
<td>IRRIGATION HEAD ASSEMBLY - 1812-SAMP-PR45</td>
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<td>IRRIGATION HEAD ASSEMBLY - RWS-SOCK-B-C-1404</td>
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<td>PRESSURE RELIEF VALVE ASSEMBLY</td>
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<td>308-8</td>
<td>ARTIFICIAL IVY SCREENING PANELS – IVE+12M</td>
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<td>274</td>
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<td>308-8</td>
<td>STABILIZED DECOMPOSED GRANITE – 4&quot; DEPTH</td>
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<td>2,445</td>
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<td>275</td>
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<td>SSPWC</td>
<td>308-8</td>
<td>120 DAY LANDSCAPE MAINTENANCE AND ESTABLISHMENT PERIOD</td>
<td>LS</td>
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<tr>
<td>276</td>
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<td>SSPWC</td>
<td>303-6.5</td>
<td>18&quot; WIDE PCC MAINTENANCE EDGE</td>
<td>SF</td>
<td>16,855</td>
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</tbody>
</table>

**TOTAL OF EXTENDED PRICES** $  

* Refer to the referenced specification section for a complete description of the work included in the Bid Item. The Description in this form only serves the purpose of a title.

Definitions of column abbreviations:

- (CDAY) Calendar Day
- (LB) Pound
- (MO) Month
- (SY) Square Yard
- (WDAY) Work Day
- (CY) Cubic Yard
- (LF) Lineal Foot
- (PR) Pair
- (TF) Track Foot
- (YR) Year
- (EA) Each
- (LS) Lump Sum
- (SF) Square Foot
- (TON) Ton

In the case of an error in the mathematical extension of the bid item in the ITEM TOTAL column, or the an error in the sum of the individual ITEM TOTAL figures entered by the Bidder on the TOTAL OF EXTENDED PRICES line, the figures shall be corrected by the AUTHORITY and that corrected extension and corrected sum shall be the Total Bid Amount for purposes of bid evaluation.

Where there is a discrepancy between UNIT PRICE and the ITEM TOTAL, the UNIT PRICE prevails, except:

- If the UNIT PRICE is illegible, omitted, or the same as the ITEM TOTAL, then the ITEM TOTAL prevails and the UNIT PRICE is the quotient of the ITEM TOTAL and the quantity.
- If a decimal error is apparent in the product of the UNIT PRICE and the quantity, the AUTHORITY will use either UNIT PRICE or ITEM TOTAL based on the closest by percentage to the UNIT PRICE or ITEM TOTAL to the AUTHORITY’s project estimate.

If the UNIT PRICE, ITEM TOTAL or lump sum ITEM TOTAL price are illegible or are omitted, the bid may be determined to be nonresponsive.

If the UNIT PRICE for a lump sum item is entered and it differs from the ITEM TOTAL, the ITEM TOTAL will prevail.

The AUTHORITY will correct these discrepancies accordingly, and the corrected Total Bid Amount determined by the AUTHORITY shall be final.
BID SECURITY FORM
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That, ________________________________________________
as principal and Bidder and _____________________________________
as Surety, are held and firmly bound unto the Orange County Transportation Authority, of State of California, hereinafter referred to as "Authority," in the sum of _______________________________ Dollars ($__________________), to be paid to the said Authority, its successors, and assigns; for which payment, well and truly to be made, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above named bounden principal ____________________________________ for______________________________________________ at the Orangethorpe Avenue Railroad Grade Separation Project as specifically set forth in documents entitled "Invitation For Bids 2-1475," shall not be withdrawn within a period of 150 calendar days after the date set for the opening of bids, (unless otherwise required by law, and notwithstanding the award of the contract to another Bidder), and that if said bid is accepted by the Authority through action of its legally constituted contracting authorities and if the above bounden ______________________________________ its heirs, executors, administrators, successors and assigns, shall execute an Agreement for such construction and deliver the signed Agreement and required Performance and Payment Bonds, "Certificate of Restrictions on Lobbying," and "Guaranty," within ten (10) calendar days after receipt of the Agreement (which will be issued with or shortly after notification of contract award from the Authority), then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Failure of the Bidder to deliver acceptable Performance and Payment Bonds, the Guarantee, Certificate of Restrictions on Lobbying, and the signed Agreement on or before the tenth (10th) calendar day after receipt of the Agreement may result in the forfeiture of the Bid Bond or Bid Security.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _______ day of ________________________________, 20_.

________________________________________
________________________________________

(Note: The standard printed bond form of a bonding company is NOT acceptable to the Authority. The foregoing approved sample bond form must be utilized)
(NOTE: The following form shall be used in case check accompanies bid)

Accompanying this bid is a *Certified *Cashiers check payable to the order of Orange County Transportation Authority, hereinafter referred to as "Authority," for ______________________ dollars ($___________), this amount being ten percent (10%) of the total amount of the Bid submitted in response to _____________________________.

The proceeds of this check shall become the property of said Authority provided this bid shall be accepted by the said Authority through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the signed Agreement and required "Guaranty" Form, "Certificate of Restrictions on Lobbying," and Performance and Payment Bonds within ten (10) calendar days after receipt of the Agreement (which will be issued with or shortly after notification of contract award from the Authority). The proceeds of this check shall also become the property of the Authority if the undersigned Bidder withdraws the bid within the period of 150 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another Bidder. Otherwise, the check shall be returned to the undersigned.

___________________________________
Bidder

* Circle applicable word

(NO: If the Bidder desires to use a bond instead of check, the Bid Bond form on the preceding page shall be executed and the sum of this bond shall be ten percent [10%] of the total amount of the bid.)
INFORMATION REQUIRED OF BIDDER

The Bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder, Firm or Corporation: ____________________________________________

2. Business Address: _____________________________________________________________

3. Telephone/Fax/Email: ( ) ______________________________________________________

4. Type of Firm - Individual, Partnership or Corporation: _____________________________

5. Corporation organized under the laws of state of: _________________________________

6. Contractor’s License No.: ________ Years of Experience: __________________________

7. Expiration Date of License: ___________________________________________________

8. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

   ____________________________________________

   ____________________________________________

9. Please list the following: a) All prior and current license numbers that the current owner(s) or officers possess or have possessed in the last five years and the current status of those license; b) any prior company names that the owner(s) had in operation during the previous five years.

<table>
<thead>
<tr>
<th>Current Officers or Owners</th>
<th>Prior Company Names (within the last 5 years)</th>
<th>Prior and Current License Numbers</th>
<th>Status of License</th>
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<tbody>
<tr>
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</tbody>
</table>
IFB 2-1475

If additional space is needed please provide all required information identified in this form on the attachment.

Failure to list the above required information completely may result in your bid being found non-responsive.

10. List all construction projects (public and private) for which Bidder has provided general contractor services for the past three years:

<table>
<thead>
<tr>
<th>Contract Type (Public or Private)</th>
<th>Project Description</th>
<th>Dates of Service</th>
<th>Total Cost</th>
<th>Name and Address of Owner</th>
<th>Contact Name and Phone Number</th>
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</tbody>
</table>

11. List the name, address and phone number of Superintendent for this project:

____________________________________________________________________________________

12. List all construction projects (public and private) for which Superintendent has provided services as a Superintendent for the past three years:

<table>
<thead>
<tr>
<th>Contract Type (Public or Private)</th>
<th>Project Description</th>
<th>Dates of Service</th>
<th>Total Cost</th>
<th>Name and Address of Owner</th>
<th>Contact Name and Phone Number</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>
If additional space is needed, please provide all required information identified in this form on the attachment.

Bidder hereby certifies that it:

________ is a certified Disadvantaged Business Enterprise as defined herein.

________ is not a Disadvantaged Business Enterprise as defined herein.

NOTE: If requested by the Authority, Bidder shall furnish a certified financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition.

I hereby certify the above is true and correct to the best of my belief.

________________________________________________________________________
Signature

________________________________________________________________________
Name

________________________________________________________________________
Title

________________________________________________________________________
Company Name

________________________________________________________________________
Telephone Number/Fax Number
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)


2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

   Timetable Goals for Minority Participation for Each Trade   (11.9)
   Goals for Female Participation in Each Trade               (6.9)

   These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

   The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" includes the County of Orange, California.
BIDDER’S CERTIFICATE OF COMPLIANCE REGARDING WORKERS’ COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this Contract."

Bidder/Contractor: __________________________________________________________

Signature: _________________________________________________________________

Name and Title: ____________________________________________________________

Date: ________________________________
BIDDER’S CERTIFICATE OF COMPLIANCE
REGARDING
STATE OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE SECTION 7028.15

Contractor License Number: ________________________________

Expiration Date of Contractor's License: ____________________

Each, every and all of the representations made by Bidder in the attached bid are true and correct.

Name of Contractor: ______________________________________

Signed: ________________________________________________

Title: _________________________________________________

Subscribed to and sworn before me, a Notary Public in and for the State of California, on _________________________________, 20____.

________________________________
Notary Public

My commission expires on:

________________________________, 20____
(NOTARY SEAL)
LIST OF SUBCONTRACTORS

List only the subcontractors, which will perform, work or labor or render services to the bidder in excess of one-half of one percent of the bidder’s total bid amount. Do not list alternative subcontractors for the same work. (Use additional sheets if necessary.)

<table>
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<tr>
<th>Name &amp; Address Under Which Subcontractor is Licensed</th>
<th>License Number</th>
<th>Specific Description of Work to be Rendered</th>
<th>Type*</th>
<th>Dollar Amount</th>
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TOTAL VALUE OF SUBCONTRACTED WORK

$  

*Type

1. Subcontractor  
2. Vendor / Supplier  
3. Trucker  
4. Broker

Bidders Name ____________________________________________
PARTY DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES

The attached Party Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than $250 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than $250 to any individual board member or his/her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.
1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."

3. To determine whether a campaign contribution of more than $250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime Firm’s Name: ____________________________________________________________

Party’s Name: ________________________________________________________________

Party’s Address:

Street

City

State Zip Phone

Application or Proceeding
Title and Number: ______________________________________________________________

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: _______________________________________________________________
Name of Contributor (if other than Party): ___________________________________________
Date(s): ____________________________________________________________________
Amount(s): __________________________________________________________________

Name of Member: _______________________________________________________________
Name of Contributor (if other than Party): ___________________________________________
Date(s): ____________________________________________________________________
Amount(s): __________________________________________________________________

Name of Member: _______________________________________________________________
Name of Contributor (if other than Party): ___________________________________________
Date(s): ____________________________________________________________________
Amount(s): __________________________________________________________________

Date: ___________________________ Signature of Party and/or Agent

Revised: 1/17/2012
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES

Board of Directors

Paul G. Glaab, Chairman

Greg Winterbottom, Vice Chairman

Jerry Amante, Director

Patricia Bates, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

Larry Crandall, Director

William J. Dalton, Director

Lorri Galloway, Director

Don Hansen, Director

Michael Hennessey, Director

Peter Herzog, Director

John Moorlach, Director

Shawn Nelson, Director

Janet Nguyen, Director

Miguel Pulido, Director
PARTICIPANT DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES

The attached Participant Disclosure Form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

A. If you are a participant in a proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $250 to any board member or his or her alternate. This prohibition begins on the date you begin to actively support or oppose an application for license, permit, or other entitlement for use pending before the Orange County Transportation Authority or any of its affiliated agencies, and continues until three months after a final decision is rendered on the application or proceeding by the Board of Directors.

No board member or alternate may solicit or accept a campaign contribution of more than $250 from you and/or your agency during this period if the board member or alternate knows or has reason to know that you are a participant.

B. The attached disclosure form must be filed if you or your agent has contributed more than $250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)

C. If you or your agent have made a contribution of more than $250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.
The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Orange County Transportation Authority or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:
   a. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Orange County Transportation Authority's or one of its affiliated agencies' decision in the proceeding.

   AND

   b. The individual or entity, directly or through an agent, does any of the following:
      (2) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;

      (3) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or

      (4) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.

2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than $250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

5. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

To be completed only if campaign contributions have been made in the preceding 12 months.

Prime’s Firm Name: ____________________________________________

Party’s Name: __________________________________________________

Party’s Address: ________________________________________________
     Street
     City
     State Zip Phone

Application or Proceeding
Title and Number: ______________________________________________

Board Member(s) or Alternate(s) to whom you and/or your agent made campaign contributions and dates of contribution(s) in the preceding 12 months:

Name of Member: ________________________________________________
Name of Contributor (if other than Party): ____________________________
Date(s): ______________________________________________________________________
Amount(s): ____________________________________________________________________

Name of Member: ________________________________________________
Name of Contributor (if other than Party): ____________________________
Date(s): ______________________________________________________________________
Amount(s): ____________________________________________________________________

Name of Member: ________________________________________________
Name of Contributor (if other than Party): ____________________________
Date(s): ______________________________________________________________________
Amount(s): ____________________________________________________________________

Date: __________________________ Signature of Party and/or Agent

Revised: 1/17/2012
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES

Board of Directors

Paul G. Glaab, Chairman

Greg Winterbottom, Vice Chairman

Jerry Amante, Director

Patricia Bates, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

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William J. Dalton, Director

Lorri Galloway, Director

Don Hansen, Director

Michael Hennessey, Director

Peter Herzog, Director

John Moorlach, Director

Shawn Nelson, Director

Janet Nguyen, Director

Miguel Pulido, Director
BIDDER’S CERTIFICATION REGARDING INELIGIBLE FOREIGN CONTRACTORS AND SUBCONTRACTORS

_________________________________________________, (Company name) hereby certifies that it is not an ineligible foreign contractor and that it does not intend to utilize on this project any ineligible foreign subcontractors as defined in paragraph I, "Bidder’s Certification of Compliance" - Ineligible Foreign Contractors and Subcontractors of Section II "INSTRUCTIONS TO BIDDING FORMS" of this IFB.

Signature: ____________________________
Name: ________________________________
Title: ________________________________
DATE: _______________________________
BIDDER’S CERTIFICATE OF COMPLIANCE
REGARDING
"BUY AMERICA" REQUIREMENTS (SECTION 165(a))
FOR
STEEL, IRON, OR MANUFACTURED PRODUCTS

In order to demonstrate compliance with the Buy America Requirements (see Book 1, Section II, of this IFB for further explanation), Bidder shall complete only one of the two statements below:

The ____________________________________________
Firm name/principal

hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 CFR Part 661.

_________________________
Signature

_________________________
Title

_________________________
Date

Or:

The ____________________________________________
Firm name/principal

hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and Regulations in 49 CFR Part 661.7.

_________________________
Signature

_________________________
Title

_________________________
Date
CERTIFICATION OF
RESTRICTIONS ON LOBBYING

I, _______________________________, hereby certify on behalf (name of offeror) of
_________________________________________________________________
(Firm name) that:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this _____________ day of _____________, 20___.

By ______________________________
(Signature of authorized official)

______________________________
(Title of authorized official)
CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.

2. Covered Federal action, as used in this clause, means any of the following Federal actions:
   - The awarding of any Federal contract.
   - The making of any Federal grant.
   - The making of any Federal loan.
   - The entering into of any cooperative agreement.
   - The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 4508) and include Alaskan Natives.

4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public AUTHORITY, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:

   (1) An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.

   - A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.

   - A special Government employee, as defined in Section 202,
Title 18, United States Code.

- An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix 2.

7. Person, as used in this clause, means an individual, corporation, company, association, AUTHORITY, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer of employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

10. Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from
using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.

2. The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

3. The prohibitions of the Act do not apply under the following conditions:

   a. Agency and legislative liaison by own employees.

      (1) The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

      (2) For purposes of paragraph B.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

      (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

         a. Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

         b. Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

      (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any
covered Federal action:

a. Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

b. Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

c. Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(5) Only those services expressly authorized by paragraph B.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

(1) The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of:

a. A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

b. Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
(2) For purposes of paragraph B.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(4) Only those services expressly authorized by paragraph B.3.a.(1) and (2) of this clause are permitted under this clause.

(5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated
funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

a. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

d. Agreement

The Contractor agrees not to make any payment prohibited by this clause.

e. Penalties

(1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be
applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.
INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previously reported action, pursuant to title 31 U.S.C. section 1352. The filing of a required form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name if known. For example, Department of Transportation, United State Coast Guard.

7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, for the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See attached disclosure form)

1. Type of Federal Action:
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. Status of Federal Action:
   - a. bid/offer application
   - b. initial award
   - c. post-award

3. Report Type:
   - a. initial filing
   - b. material changes

   For Material Change Only:
   - year
   - quarter
   - date of last report

4. Name and Address of Reporting Entity:
   - a. Prime
   - b. Subawardee
   - Tier, if known:
   - Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
   - Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity
    (last name, first name, MI)
    (attach Continuation Sheet(s) SF - LLL - A if necessary)

11. Amount of Payment (check all that apply):
    - $__________
    - actual
    - planned

12. Forum of Payment (check all that apply):
    - a. cash
    - b. in-kind; specify nature:
      - value:

13. Type of Payment (check all that apply):
    - a. retainer
    - b. one-time fee
    - c. commission
    - d. contingent fee
    - e. deferred
    - f. other specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:
    (attach Continuation Sheet(s) SF-LLL-A if necessary)

15. Continuation Sheet(s) SF-LLL-A attached:
    - a. Yes
    - b. No

16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Signature: ____________________________________________
Print name: ________________________________
Title: ________________________________
Telephone No: ________________________________

Authorized for Local Reproduction
Standard Form - LLL
DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: ________________ Page _______ of _________
EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: ___________________________ LOCATION: ___________________________

PROJECT DESCRIPTION: ___________________________

TOTAL CONTRACT AMOUNT: $ ___________________________

BID DATE: ___________________________

BIDDER'S NAME: ___________________________

CONTRACT DBE GOAL: ___________________________

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)</th>
<th>DBE CERT NO. AND EXPIRATION DATE</th>
<th>NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)</th>
<th>DOLLAR AMOUNT DBE</th>
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</table>

For Local Agency to Complete:

Local Agency Contract Number: ___________________________

Federal-aid Project Number: ___________________________

Federal Share: ___________________________

Contract Award Date: ___________________________

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name ___________________________ Signature ___________________________ Date ___________________________

Local Agency Representative

(Area Code) Telephone Number: ___________________________

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.

(2) Copy – Include in award package to Caltrans District Local Assistance

(3) Original – Local agency files

Total Claimed DBE Participation $ ___________________________ %

Signature of Bidder ___________________________

Date ___________________________ (Area Code) Tel. No. ___________________________

Person to Contact ___________________________ (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts) (Rev 6/26/09)
INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder’s Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime’s and subcontractors’ certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section “Disadvantaged Business Enterprise (DBE),” of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.
EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. ____________________________ Bid Opening Date __________________________

The (City/County of) __________________________ established a Disadvantaged Business Enterprise (DBE) goal of 12% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
</tr>
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<tr>
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B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
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<tbody>
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</table>
C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
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</tbody>
</table>

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

______________________________________________________________
______________________________________________________________
______________________________________________________________

Names, addresses and phone numbers of firms selected for the work above:

______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

______________________________________________________________
______________________________________________________________
______________________________________________________________
F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

______________________________________________________________________________

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.
The Department of Transportation requires the AUTHORITY to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on Exhibit D-4: "Bidders List" for themselves and all subcontractors, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Bidders/Offerors must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will utilize this information to assist in the AUTHORITY's overall annual DBE goal-setting process. The "Bidders List" content will not be considered in evaluating the bid/proposal or determining award of any contract.

### Prime Bidder's/Offeror's Information:

<table>
<thead>
<tr>
<th>Name of Prime’s Firm:</th>
<th>Phone: (       )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Address:</td>
<td>Fax: (       )</td>
</tr>
<tr>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td>Number of years in business:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Is the firm currently certified as a DBE under 49 CFR Part 26?  [ ] Yes  [ ] No

DBE Certification Eligibility (place an “X”):  
- [ ] African American  
- [ ] Asian Pacific American  
- [ ] Native American  
- [ ] Woman  
- [ ] Hispanic American  
- [ ] Subcontinent Asian American  
- [ ] Other

Check the box below for your firm’s annual gross receipts last year:
- [ ] Less than $1 million  
- [ ] Less than $5 million  
- [ ] Less than $10 million  
- [ ] Less than $15 million  
- [ ] More than $15 million
Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.

<table>
<thead>
<tr>
<th>Name of Sub’s Firm:</th>
<th>Phone: (       )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Address:</td>
<td>Fax: (         )</td>
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<tr>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td>Number of years in business:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
<tr>
<td>Is the firm currently certified as a DBE under 49 CFR Part 26?</td>
<td>Yes ☐</td>
</tr>
<tr>
<td>DBE Certification Eligibility (place an “X”):</td>
<td></td>
</tr>
<tr>
<td>☐ African American</td>
<td>☐ Asian Pacific American</td>
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<tr>
<td>☐ Native American</td>
<td>☐ Woman</td>
</tr>
<tr>
<td>☐ Hispanic American</td>
<td>☐ Subcontinent Asian American</td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
</tr>
</tbody>
</table>

Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.

<table>
<thead>
<tr>
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<th>Phone: (       )</th>
</tr>
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<tbody>
<tr>
<td>Firm Address:</td>
<td>Fax: (         )</td>
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<td></td>
<td>E-mail:</td>
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<tr>
<td>Number of years in business:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Title:</td>
</tr>
<tr>
<td>Is the firm currently certified as a DBE under 49 CFR Part 26?</td>
<td>Yes ☐</td>
</tr>
<tr>
<td>DBE Certification Eligibility (place an “X”):</td>
<td></td>
</tr>
<tr>
<td>☐ African American</td>
<td>☐ Asian Pacific American</td>
</tr>
<tr>
<td>☐ Native American</td>
<td>☐ Woman</td>
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<tr>
<td>☐ Hispanic American</td>
<td>☐ Subcontinent Asian American</td>
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<tr>
<td>☐ Other</td>
<td></td>
</tr>
</tbody>
</table>
Provide the following information for every subcontractor (DBE and non-DBE) included in this bid, proposal or quote.

<table>
<thead>
<tr>
<th>Name of Sub’s Firm:</th>
<th>Phone: (    )</th>
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<tr>
<td>Firm Address:</td>
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<td>Number of years in business:</td>
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<td>Contact Person:</td>
<td>Title:</td>
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</table>

Is the firm currently certified as a DBE under 49 CFR Part 26?  □ Yes  □ No

DBE Certification Eligibility (place an “X”):

- □ African American
- □ Asian Pacific American
- □ Native American
- □ Woman
- □ Hispanic American
- □ Subcontinent Asian American
- □ Other

Check the box below for your firm’s annual gross receipts last year:

- □ Less than $1 million
- □ Less than $5 million
- □ Less than $10 million
- □ Less than $15 million
- □ More than $15 million

If necessary, this “Bidders List” form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this DOT-assisted project, whether successful or unsuccessful in their attempt to obtain a contract.

Failure of the Bidder/Offeror to submit the required “Bidders List” form will deem the Bidder/Offeror non-responsive.
STATUS OF PAST AND PRESENT CONTRACTS

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Offeror must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

<table>
<thead>
<tr>
<th>Project city/agency/other:</th>
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<tbody>
<tr>
<td>Contact name:             Phone:</td>
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<tr>
<td>Project award date:       Original Contract Value:</td>
</tr>
<tr>
<td>Term of Contract:</td>
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<td>1) Status of contract:</td>
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<tr>
<td>2) Identify claims/litigation or settlements associated with the contract:</td>
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By signing this Exhibit “Status of Past and Present Contracts,” I am affirming that all of the information provided is true and accurate.

Name ___________________________ Date ________________
Title ____________________________
Non-Collusion Affidavit  
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the Orange County Transportation Authority

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder:_______________________________

Date:______________________________
SECTION III
DISADVANTAGED BUSINESS ENTERPRISE
DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

A. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs”.

The project is subject to these stipulated regulations. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

1. Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority’s DOT-assisted contracting opportunities.

2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.

3. Ensure non-discrimination in the award and administration of Authority’s DOT-assisted contracts.

4. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

*Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority’s DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.*
B. Authority’s New Race-Conscious DBE Policy Implementation Directives

Pursuant to recently released Race-Conscious DBE policy directives issued by Caltrans in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving Co. v. Washington State Department of Transportation and Final Disparity Study results, the Authority has implemented a Race-Conscious DBE Program.

Caltrans reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is now a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Sub Continent Asian-Pacific Americans and Women). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal.

C. Definitions

The following definitions apply to the terms as used in these provisions:

1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of $19.57 million over the previous three fiscal years.

3. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

v. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and

vi. Women, regardless of ethnicity or race.

4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.

5. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

6. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

7. "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

i. Social Disadvantage
1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

2. The individual must demonstrate that he/she has personally suffered social disadvantage.

3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.

5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

ii. Economic Disadvantage

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

   With respect to the individual:
   • availability of financing
   • bonding capability
   • availability of outside equity capital
   • available markets

   With respect to the individual and the business concern:
   • personal and business assets
   • personal and business net worth
   • personal and business income and profits
D. DBE Bid Submission Requirements

1. **EXHIBIT D-2 - LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS) 15-G1 FORM**

The “Local Agency Bidder-DBE Commitment (Construction Contracts) 15-G1,” Exhibit D-2, form should be submitted with your bid submission, however if the DBE Commitment form, Exhibit D-2 is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form, Exhibit D-2 to the AUTHORITY no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form, Exhibit D-2 unless the AUTHORITY requests it. If you are not the apparent low bidder, second low bidder or third low bidder and the AUTHORITY requests that you submit a DBE Commitment form, Exhibit D-2, submit the completed form within 4 business days of the request.

Written confirmations (i.e. quotes, commitment letters detailing associated costs, etc.) are required from each proposed DBE, stating that it is participating in the contract. All written confirmations are required to be submitted along with the DBE Commitment form, Exhibit D-2. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If the contractor fails to submit the DBE Commitment form, Exhibit D-2 within the specified time delineated above, the AUTHORITY may find your bid nonresponsive.

**PLEASE NOTE:** It is the bidder’s responsibility to verify that the DBE(s) listed are certified at the time of submission.

2. **EXHIBIT D-3 DBE INFORMATION —GOOD FAITH EFFORTS 15-H**

If the lowest, second lowest and third lowest bidders have not met the DBE goal, the bidders must complete and submit the “DBE Information – Good Faith Efforts 15-H,” Exhibit D-3 form demonstrating that the bidder made adequate good faith efforts to meet the goal.

If the Bidder has met the DBE goal based on the proposed participation of DBEs listed on the bidder’s “Local Agency Proposer – DBE Commitment 15-G1” Exhibit D-2 form, it is at the bidder’s discretion (not mandatory) whether or not to submit “DBE Information – Good Faith Efforts Form 15-H,” Exhibit D-3. However, the submission of Good Faith Efforts documentation (Exhibit D-3) can protect the bidder’s eligibility for award of the contract if the AUTHORITY determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening or the bidder made a mathematical error. Submittal of only the “Local Agency Bidder DBE Commitment 15-G1” (Exhibit D-2) form may
not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

If Good Faith Efforts documentation is not submitted with the bid, it must be received by the AUTHORITY no later than 4:00 pm on the 4th business day after bid opening.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE
assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

3. **EXHIBIT B-4 - BIDDERS LIST**

The Department of Transportation requires the AUTHORITY to create and maintain a “Bidders List” containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the AUTHORITY’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder is required to complete and submit the Bidders List form for every firm who submitted a bid, proposal or quote, including the primary Bidder and submit this information at the time of bid submission. However, if the “Bidders List” form is not submitted with the bid, the “Bidders List” form must be received by the AUTHORITY no later than 4:00 p.m. of the 4th business day after bid opening. Failure of the Bidder/Offeror to submit the required “Bidders List” form may deem the Bidder/Offeror non-responsive. The AUTHORITY will utilize this information to assist in the AUTHORITY’s overall annual DBE goal-setting process.

**E. DBE Certification**

The Authority requires all DBEs listed by Bidder for participation to be certified as eligible DBEs at the time of bid submission. Only participation by DBEs certified under the DOT regulations published under 49 CFR Part 26 may be credited towards DBE participation. It is the responsibility of the Bidder to verify the DBE certification status of all listed DBEs.

The Authority is a non-Certifying Member Agency of the California Unified Certification Program (UCP). The Authority will accept DBE certification from certifying member agencies of the UCP, which certify the eligibility of DBEs in accordance with 49 CFR Part 26.81. A listing of California UCP certifying
member agencies is available from the UCP website, which can be accessed at [http://www.californiaucp.com](http://www.californiaucp.com).

**F. DBE Eligibility and Commercially Useful Function Standards**

1. A **DBE** must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

2. A **DBE** may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.

3. A **DBE** joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The **DBE** joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

4. A **DBE** must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A **DBE** should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

5. **DBEs** must be certified by the California Unified Certification Program (CUCP). Listings of **DBEs** certified by the CUCP are available from the following sources:

   i. The CUCP web site, which can be accessed at [http://www.californiaucp.com](http://www.californiaucp.com); or the Caltrans “Civil Rights” web site at [http://www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

   ii. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

**G. DBE Crediting Provisions**

1. When a **DBE** is proposed to participate in the contract, either as a prime Contractor or Subcontractor, only the value of the work proposed to be performed by the **DBE** with its own forces may be counted towards **DBE** participation. If the Contractor is a **DBE** joint venture participant, only the **DBE** proportionate interest in the joint venture shall be counted.
2. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor’s DBE attainment.

3. Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
   a. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
   b. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.

4. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor’s DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
   a. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
   b. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
   c. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.

5. Contractor may count the participation of DBE trucking companies toward DBE attainment, as follows:
   a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
   b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

f. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

6. If the Contractor listed a non-certified 1st tier Subcontractor to perform work on this contract, and the non-certified subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm’s own forces can be counted toward DBE participation on the contract.

H. DBE “Frauds” and “Fronts”

Only legitimate DBEs are eligible to participate as DBEs in DOT-assisted contracts. Therefore, Bidders are hereby cautioned against knowingly and willfully using “fronts”. The use of “fronts” and “pass through” subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.
SECTION IV
CALIFORNIA UNIFIED CERTIFICATION PROGRAM
Dear Business Owner:

Thank you for your interest in participating in the Unified Certification Program (UCP) of California for Disadvantaged Business Enterprises (DBEs). As mandated by the United States Department of Transportation (U.S. DOT) in the DBE Program, Final Rule 49 Code of Federal Regulations (CFR), Part 26, all U.S. DOT recipients of federal financial assistance must participate in a statewide UCP by March 2002. The UCP is a “One-Stop Shopping” certification procedure that will eliminate the need for DBE firms to obtain certifications from multiple agencies within the State.

The UCP of California is charged with the responsibility of certifying firms and compiling and maintaining the Database of certified DBEs for U.S. DOT grantees in California, pursuant to 49 CFR Part 26. The Database is intended to expand the use of DBE firms by maintaining complete and current information on those businesses and the products and services they can provide to all grantees of California.

Please complete the attached application and supplemental questionnaire if you wish to be considered for DBE certification and your business meets the following general guidelines:

1. The firm must be at least 51% owned by one or more socially and economically disadvantaged individuals.

2. The firm must be an independent business, and one or more of the socially and economically disadvantaged owners must control its management and daily operations.

3. Only existing for-profit “Small Business Concerns,” as defined by the Small Business Act and Small Business Administration (SBA) regulations may be certified. DBE applicants are first subject to the applicable small business size standards of the SBA. Second, the average annual gross receipts for the firm (including its affiliates) over the previous three fiscal years must not exceed U.S. DOT’s cap of $17.42 million.

   For firm applying for airport concession DBE certification: The average annual gross receipts for the firm (including its affiliates) over the previous three fiscal years must not exceed $30 million.

4. The Personal Net Worth (PNW) of each socially and economically disadvantaged owner must not exceed $750,000. The PNW excludes the individual’s ownership interest in the applicant firm and the equity in his/her primary residence.
For firm applying for airport concession DBE certification: A PNW is not required at this time.

Socially and economically disadvantaged individual means any individual who is a citizen of the United States (or lawfully admitted permanent resident) and who is a member of the following groups: Black American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian American, or Women,

or

Any individual found to be socially and economically disadvantaged on a case-by-case basis by a certifying agency pursuant to the standards of the U.S. DOT 49 CFR Part 26.

In order to avoid unnecessary delays, please complete all portions of the application and supplemental questionnaire, placing "N/A" next to items that are not applicable. Include all copies of documents requested on the application, and have the Affidavit of Certification, Affidavit of Social and Economic Disadvantage and Personal Net Worth Statement notarized. Additional documentation may be requested if it is considered necessary to make a certification determination. Incomplete applications/supplemental questionnaires or applications/supplemental questionnaires without all the required documents will not be evaluated until such documents are submitted. We recommend keeping a copy of all submitted documents for your records.

REMEMBER: It is no longer necessary to apply at more than one agency. If your firm meets the criteria for certification, it will be entered into the Database of DBEs for all U.S. DOT grantees in California. Only firms currently certified as eligible DBEs may participate in the DBE programs of U.S. DOT grantees of California.

The California UCP has established four Regional DBE Certification Clusters throughout the State to effectively facilitate statewide DBE certification activities. Please forward your completed certification packet to one of the agencies serving the county where your firm has its principal place of business. (See enclosed Roster of Certifying Agencies.)

For Out-of-State Firms: The California UCP will not process a new application for DBE certification from a firm having its principal place of business in another state unless the firm has already been certified in that state. If your firm is located outside of California and is certified as a DBE at its home state, please forward your completed certification packet, along with a copy of your DBE certificate, to the California Department of Transportation. (See page 3 of the enclosed Roster of Certifying Agencies.)

CALIFORNIA UNIFIED
CERTIFICATION PROGRAM
DEFINITIONS OF TERMS USED IN UNIFORM CERTIFICATION APPLICATION

Alaska Native Corporation (ANC) – Any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended.

Concession – A grant of property made by a government or other controlling authority in return for stipulated services or a promise that the property will be used for a specific purpose.

Corporate Tax Returns – Federal Tax Return Form 1120 or 1120S, including Schedules E or C.

Indian Tribe – Any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of Tribally-Owned Concern.

Key Person Insurance – Life insurance and long-term disability income insurance on major employees, with benefits payable to the business.

Native Hawaiian – Any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization – Any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians and whose business activities will principally benefit such Native Hawaiians.


Personal Net Worth – The net value of the assets of an individual remaining after total liabilities are deducted. An individual’s personal net worth does not include: The individual’s ownership interest in an applicant or participating DBE firm; or the individual’s equity in his or her primary place of residence. An individual’s personal net worth includes only his or her own share of assets held jointly or as community property with the individual’s spouse.

Personal Tax Returns – Federal Tax Return Form 1040, including Schedules B and C.
**Regular Dealer** – A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers.

**Socially and Economically Disadvantaged Individual** – Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
   - “African Americans” or “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa.
   - “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race.
   - “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
   - “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong.
   - “Asian Indian Americans” or “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
   - Women.
   - Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

**Tribally-Owned Concerns** – Any concern at least 51 percent owned by an Indian tribe.
Under Sec. 26.107 of 49 CFR Part 26, dated February 2, 1999, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice under 18 U.S.C. 1001.
ROADMAP FOR APPLICANTS

Should I apply?
Your firm must meet the following requirements to qualify as a DBE under the DOT DBE program:

- Disadvantaged owners are U.S. citizens or legal permanent residents.
- Firm’s annual gross income does NOT exceed $17.42 million (averaged over 3 years).
- Firm is at least 51% owned and controlled by socially and economically disadvantaged individuals.
- Firm meets SBA small business size in the primary industry group (13 CFR part 121).
- Firm owned by ANCs, Indian Tribes, and Native Hawaiian Organizations meet the small business size requirements and are controlled by socially and economically disadvantaged individuals.
- Firm and owners meet the requirements of part 26 concerning licenses and credentials.
- Firm must be for-profit.
  
  Note: Firm must undergo an on-site review.

Is there an easier way to apply?
If you are currently certified as an 8(a), or SDB firm, you may be eligible for a streamlined certification application process pursuant to a Memorandum of Understanding (MOU) between DOT and the SBA. Under the MOU, the certifying agency to which you are applying will accept your current SBA application package in lieu of requiring you to submit an entirely new application. You must still meet the requirements for the DBE program.

What documents must I submit with this application?
The following documents must be attached to your application. Missing documents or incomplete information will delay the processing of your application.

All Applicants
- Work experience resumes that include places of ownership/employment and corresponding dates.
- Personal Net Worth statement or statement from CPA.
- Social & economic disadvantage statement.
- Entire copy of personal tax returns for the last 3 years, if applicable.
- Documented proof of contributions used to acquire ownership for each owner (e.g. both sides of cancelled checks).
- Signed loan agreement and security agreements.
- Description of real estate and proof of ownership listed.
- List of equipment leased and signed lease agreements.
- List of construction equipment and/or vehicles owned and titles/proof of ownership.
- Signed leases for office/storage space.
- End of Year Balance Sheets and Income Statements for the past 3 years (or life of firm if less than 3 years). A new business must provide a current Balance Sheet.
- Copies of relevant licenses.
- DBE/MBE/WBE, SBA 8(a) or SDB certifications or denials and decertifications.
- Bank Authorizations and Signatory cards.
- Schedule of salaries paid to all officers, managers, owners or directors of the firm (W-2s).

Sole Proprietorship
- Assumed name, fictitious name or other registration certificate from appropriate governmental agency.

Partnership or Joint Venture
- Original and any amended Partnership or Joint Venture Agreements.
- Assumed name, fictitious name, or other registration Certificate from appropriate governmental agency, if applicable.
- Partnership tax returns for last 3 years.

Corporation or LLC
- Official Articles of Incorporation (signed by the state official).
- Both sides of all Corporate Stock Certificates and Stock.
- Transfer Ledger.
- Entire copy of corporate tax returns for the last 3 years.
- Shareholders’ Agreement.
- Minutes of all Stockholders’ and Board of Directors’ meetings.
- Corporate By-laws and any amendments.

NOTE: The specific state or recipient to which you are applying may have additional requirements.

Where can I find more information?
**SECTION 1: CERTIFICATION INFORMATION**

1. Prior/Other Certifications.

| (a) Is your firm currently certified for any of the following programs? (If Yes, attach a copy of your certification(s)). | DBE | Name of certifying agency:
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Has this firm’s home state conducted an on-site visit?</td>
<td>Yes, on <strong><strong>/</strong></strong>/____</td>
</tr>
<tr>
<td></td>
<td>□ 8(a)</td>
<td>Stop! You may not have to complete this application. Ask about the streamlined application process under the SBA/DOT MOU.</td>
</tr>
<tr>
<td></td>
<td>□ SDB</td>
<td></td>
</tr>
</tbody>
</table>

(b) Has your firm applied for certification for any program listed in 1(a) in the past? □ Yes, on ____/____/____ | No |
If Yes, identify: Other names your company has used:
Identification and certification numbers:
(c) Has this firm or any of its owners, Board of Directors, officers or management personnel been denied certification or decertified before by any agency in any state, local or Federal entity? □ Yes, on ____/____/____ | No |
If Yes, identify State and name of agency:

**SECTION 2: GENERAL INFORMATION**

2. Contact Information.

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Legal name of firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone #:</td>
<td>Cell #:</td>
</tr>
<tr>
<td>Fax #:</td>
<td>Web Site (if firm has one):</td>
</tr>
</tbody>
</table>

| Street address of firm: (No P.O. box no.) |
| Mailing address of firm: |

| City: | County/Parish: | State: | Zip: |


<table>
<thead>
<tr>
<th>Primary nature of business/NAICS code:</th>
<th>Federal tax ID:</th>
</tr>
</thead>
</table>

| Federal identification number or Applicant’s Social Security number: |
| This firm was established on ____/____/____ | If we have owned this firm since: ____/____/____ |

Did the business exist under a different type of ownership prior to the date indicated above? □ Yes □ No |
If Yes, Explain.

<table>
<thead>
<tr>
<th>Method of acquisition (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Started new business</td>
</tr>
<tr>
<td>□ Merger or consolidation</td>
</tr>
</tbody>
</table>

| Has this firm operated under a different name during the past five years? □ Yes □ No |
| If Yes, explain. |

| Has this firm applied for reorganization under Chapter 11 and/or liquidation under Chapter 7, within the last 3 years? (If Yes, provide court papers) □ Yes □ No |

<table>
<thead>
<tr>
<th>Type of firm (Check all applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Sole proprietorship (provide a copy of the assumed name certificate)</td>
</tr>
<tr>
<td>□ Partnership (provide copies of all partnership agreements and the assumed named certificate)</td>
</tr>
<tr>
<td>□ Corporation (provide Articles of Incorporation, copies of the stock certificates (both sides), Stock Transfer Ledger, Shareholders’ Agreement, all minutes of the shareholders’ meetings and Board of Directors’ meetings, the Corporate Bylaws and Bylaws Amendments (if applicable), the Corporate Bank Resolution and Bank Signature Cards)</td>
</tr>
<tr>
<td>□ Limited Liability Partnership</td>
</tr>
<tr>
<td>□ Joint Venture</td>
</tr>
<tr>
<td>□ Other</td>
</tr>
</tbody>
</table>

| Number of employees: |
| Permanent Full-time ___ |
| Temporary Full-time ___ |
| Seasonal Full-time ___ |
| Permanent Part-time ___ |
| Temporary Part-time ___ |
| Seasonal Part-time ___ |

| Where do you obtain seasonal employees? |

| Does your firm directly pay, in its own name, all its employees? □ Yes □ No |
| If No, explain. |

| Specify the gross receipts of the firm for the last 3 years: (Attach copies of full transactions for each year) |
| Year ending ____ Total receipts: $ |
| Year ending ____ Total receipts: $ |
| Year ending ____ Total receipts: $ |
**SECTION 3: OWNERSHIP**

4. Identify all individuals or holding companies with any ownership interest. List their cash, equipment and/or real estate and/or other investment in the firm; and attach the documentation of the source of these investments. 

*(Attach work experience resumes of each person; If more than two owners, attach a separate sheet.)*

<table>
<thead>
<tr>
<th>First Person</th>
</tr>
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<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Gender:</td>
</tr>
<tr>
<td>U.S. Citizen: Yes</td>
</tr>
<tr>
<td>Legal permanent resident: Yes</td>
</tr>
<tr>
<td>Number of years owned:</td>
</tr>
<tr>
<td>Percentage owned:</td>
</tr>
<tr>
<td>Familial relationship to other owners:</td>
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</tr>
<tr>
<td>Shares of Stock: Number</td>
</tr>
<tr>
<td>Additional contributions made by anyone since the business was started/acquired:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Second Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Gender:</td>
</tr>
<tr>
<td>U.S. Citizen: Yes</td>
</tr>
<tr>
<td>Legal permanent resident: Yes</td>
</tr>
<tr>
<td>Number of years owned:</td>
</tr>
<tr>
<td>Percentage owned:</td>
</tr>
<tr>
<td>Familial relationship to other owners:</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td>Shares of Stock: Number</td>
</tr>
<tr>
<td>Additional contributions made by anyone since the business was started/acquired:</td>
</tr>
</tbody>
</table>

**SECTION 4: CONTROL**

5. Identify Officers & Board of Directors. *(Attach work experience resumes of each person; If additional space is required, attach a separate sheet.)*

<table>
<thead>
<tr>
<th>Company Officers</th>
<th>Name</th>
<th>Title/Date Appointed</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Board of Directors</th>
<th>Name</th>
<th>Title/Date Appointed</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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</tbody>
</table>
6. Identify management personnel who control the firm in the following areas. (Attach work experience resumes, including dates of employment at each company for each person; if more than two persons, attach a separate sheet)

<table>
<thead>
<tr>
<th>Financial Decision (responsibility for check signing, acquisition of lines of credit, surety bonding, supplies, etc.)</th>
<th>Name</th>
<th>Title</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimating, bidding and negotiating (cost estimates, bid preparation and submission, negotiation or contract execution)</th>
<th>Name</th>
<th>Title</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Hiring/firing of management personnel</th>
<th>Name</th>
<th>Title</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Field/Production Operations Supervisor (site supervision/scheduling, project management services)</th>
<th>Name</th>
<th>Title</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>List all field supervisors</th>
<th>Name</th>
<th>Title</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
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<td>2.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Office management</th>
<th>Name</th>
<th>Title</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
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<td></td>
<td>2.</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Marketing/Sales</th>
<th>Name</th>
<th>Title</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Purchasing of major equipment</th>
<th>Name</th>
<th>Title</th>
<th>Ethnicity</th>
<th>Gender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.</td>
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<tr>
<td></td>
<td>2.</td>
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</tr>
</tbody>
</table>

7. Identify persons or firms who provide the following services.

<table>
<thead>
<tr>
<th>External management or technical/Computer service</th>
<th>Name of firm</th>
<th>Name of person</th>
<th>Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accountant</th>
<th>Name of firm</th>
<th>Name of person</th>
<th>Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attorney</th>
<th>Name of firm</th>
<th>Name of person</th>
<th>Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal Suppliers</th>
<th>Name of firm</th>
<th>Name of person</th>
<th>Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>1. Materials or equipment supplied</th>
<th>Name of firm</th>
<th>Name of person</th>
<th>Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td>2. Materials or equipment supplied</td>
<td></td>
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</tr>
</tbody>
</table>

8. Identify those union(s), business(es), or professional association(s) in which the owner(s) or management personnel have membership.

<table>
<thead>
<tr>
<th>Name of union, business or professional association</th>
<th>Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>1.</th>
<th>Address</th>
<th>Phone No.</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Address</th>
<th>Phone No.</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>3.</th>
<th>Address</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
9. Attach a list of equipment and/or vehicles within your firm’s possession or under your control (indicate separately), office space (owned or leased) and storage space (owned or leased), including signed leasing agreements.

10. Financial Information.
   
   (a) Banking Information
   Name of bank: ____________________________ Phone No. (        )___________
   Name of officer: __________________________________________
   Address of bank: __________________________________________ City: __________ State: ______ Zip:______

   (b) Bonding Information: If you have bonding capacity, identify:
   Name of agent or broker: ____________________________________ Phone No: (        )____________________
   Address of agent/broker: ____________________________________ City________________ State: _____Zip :______
   Bonding limit: Aggregate limit $_____________ Project limit $_____________

   (c) Attach copies of year end balance sheet and profit and loss (income) statements for the last 3 years, or if business has been in operation for less than one year, provide a current balance sheet, a projected profit and loss statement for the next 12 month period and a projected balance sheet for the end of that period.

11. Identify all sources, amount and purposes of money loaned to the firm, including name of person or firm securing the loan, if other than owner(s). (Attach copies of all loan agreements.)

<table>
<thead>
<tr>
<th>Name of Source</th>
<th>Address of Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>2.</td>
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<td>3.</td>
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</tbody>
</table>

12. List current licenses (e.g. contractor, engineer, architect, ICC, etc.). (Attach copies of licenses.)

<table>
<thead>
<tr>
<th>Name of Individual or Firm</th>
<th>Name of License</th>
<th>Expiration Date</th>
<th>License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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</tr>
</tbody>
</table>

13. Does your firm have key person insurance?  ■ Yes  ■ No
   (If Yes, attach a list of the persons named and the value.)

14. List the 3 largest contracts completed by this firm in the past 3 years.

<table>
<thead>
<tr>
<th>Name of owner/contractor</th>
<th>Name/location of project</th>
<th>Type of work performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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</tbody>
</table>

15. List all active jobs this firm is currently working on. (If additional space is required, attach a separate sheet.)

<table>
<thead>
<tr>
<th>Name of prime contractor and project number</th>
<th>Location of project</th>
<th>Type of work</th>
<th>Date project began</th>
<th>Anticipated completion date</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2.</td>
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</tr>
</tbody>
</table>
### SECTION 5: AFFILIATION

16. Affiliation with other businesses.

<table>
<thead>
<tr>
<th>(a) Affiliate companies:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Do any of the people listed in question 4, 5, or 6 perform a management or supervisory function for any other business? □ Yes □ No</td>
</tr>
<tr>
<td>If Yes, identify: Person:_________________________ Title:_________________________ Business:_________________________ Function:_________________________</td>
</tr>
</tbody>
</table>

| (c) Do any of the people listed in questions 4, 5, or 6 own or work for other firms that have a business relationship with yours? (e.g., ownership interest, shared office space, financial investments, equipment leases or personnel sharing)? □ Yes □ No |
| If Yes, identify: Firm: _______________________________ Person:_________________________ Business Relationship_________________________ |

| (d) Whether affiliated or not, is the applicant firm co-located at any of it business locations, or does it share a telephone number, P.O. Box, office space, yard, warehouse, facilities, equipment, or office staff, with any other business, organization, or entity? □ Yes □ No |
| If Yes, identify: Firm’s name:_________________________ Person:_________________________ Tax ID number_________________________ Explain nature of shared facilities:________________________________________________________ |

<table>
<thead>
<tr>
<th>(e) At present or in the past 5 years:</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you answered Yes to any to any of these questions, identify on a separate piece of paper any relevant names, addresses, dates and explanations.</td>
</tr>
<tr>
<td>Has this firm been a subsidiary of any other firm? □ Yes □ No</td>
</tr>
<tr>
<td>Has this firm consisted of a partnership in which one or more of the partners are other firms? □ Yes □ No</td>
</tr>
<tr>
<td>Has any other firm owned 5% or more of this firm? □ Yes □ No</td>
</tr>
<tr>
<td>Has this firm had any subsidiaries? □ Yes □ No</td>
</tr>
<tr>
<td>Has this firm owned 5% or more of any other firm? □ Yes □ No</td>
</tr>
</tbody>
</table>

### SECTION 6: OTHER

17. Are you a trucking firm? □ Yes □ No
   (If Yes, attach proof of ownership of a fully operational truck and trailer. Documentation should include insurance and titles.)

18. Are you a regular dealer? □ Yes □ No
   (If Yes, attach proof of warehouse, product lines carried, and distribution equipment.)
AFFIDAVIT OF CERTIFICATION

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS
APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR
APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE
PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL
PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _______________________________________________ (full name), swear or affirm under penalty of law that I am
____________________________ (title) of applicant firm _______________________________________ (firm name)
and that I have read and understood all of the questions in this application and that all of the foregoing information
and statements submitted in this application and its attachments and supporting documents are true and correct to
the best of my knowledge, and that all responses to the questions are full and complete, omitting no material
information. The responses include all material information necessary to fully and accurately identify and explain the
operations, capabilities and pertinent history of the named firm, as well as the ownership, control, and affiliations
thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a
government agency. I understand that a government agency may, by means it deems appropriate, determine the
accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in
the application, and the named firm’s bonding companies, banking institutions, credit agencies, contractors, clients,
and other certifying agencies for the purpose of verifying the information supplied and determining the named firm’s
eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever
form they exist, of the named firm and its affiliates, inspection of its place(s) of business and equipment, and to permit
interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be
grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the
Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate
information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the
foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change
in the information contained in the original application within 30 calendar days of such change (e.g., ownership,
address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or
subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation
of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false
statement, fraud or other applicable offenses.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of owner, officer or
partner __________________________________ Date (mm/dd/yy) ______________

I declare under penalty of perjury that the information provided in this application and supporting documents relating
to my disadvantaged status and me is true and correct.

Print Name: ______________________________ Signature: ______________________________ Date: __________
Print Name: ______________________________ Signature: ______________________________ Date: __________
Print Name: ______________________________ Signature: ______________________________ Date: __________
Print Name: ______________________________ Signature: ______________________________ Date: __________
Print Name: ______________________________ Signature: ______________________________ Date: __________
<table>
<thead>
<tr>
<th>NOTARY CERTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE OF_________</td>
</tr>
<tr>
<td>COUNTY OF_________</td>
</tr>
<tr>
<td>)SS:</td>
</tr>
<tr>
<td>Subscribed and sworn to before me this ___________ day of _________<strong>, 20</strong></td>
</tr>
<tr>
<td>Signature of Notary Public ________________________________</td>
</tr>
<tr>
<td>Printed/typed name of Notary Public ________________________________</td>
</tr>
<tr>
<td>County of residence __________________ Date commission expires ___________</td>
</tr>
</tbody>
</table>
AFFIDAVIT OF SOCIAL AND ECONOMIC DISADVANTAGE

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

SOCIAL DISADVANTAGE

I hereby certify under penalty of perjury that I am a member of one of the following groups:

- African American
- Hispanic
- Native American
- Caucasian
- Asian Pacific
- Asian Indian
- Other Ethnic Group (explain)

And that I have held myself out as a member of that group and have acted as a member of that group.

I further certify that I am an owner of the company seeking DBE certification and that I have experienced social disadvantage due to the effect of discrimination based upon my (check all that apply)

- race
- ethnicity
- gender
- other (explain)

Print Name: ___________________________ Signature: ___________________________ Date: __________

PERSONAL FINANCIAL STATEMENT

I hereby certify under penalty of perjury that my personal net worth does not exceed $750,000.

Print Name: ___________________________ Signature: ___________________________ Date: __________

This statement is supported by (check one)

- A signed, notarized statement of personal net worth, with appropriate supporting documentation.
- A signed, notarized statement from a certified public accountant (CPA) attesting that he/she has examined my personal net worth and determined, consistent with the provisions of §26.67(a)(2) and generally accepted accounting standards, that my personal net worth does not exceed $750,000.

NOTARY CERTIFICATION

STATE OF ____________________________ )SS:
COUNTY OF __________________________
Subscribed and sworn to before me this ___________________ day of ________________, 20___
Signature of Notary Public __________________________________________________________
Printed/typed name of Notary Public __________________________________________________
County of residence __________________________ Date commission expires ____________
PERSONAL NET WORTH STATEMENT
(49 CFR PART 26)

As of _________________________

For firm applying for airport concession DBE certification: A PNW is not required at this time.

Each individual owner of a DBE firm whose ownership or control is relied upon for DBE certification is required to provide Personal Net Worth (PNW) information and include it in the notarized DBE Certification Application package. For a firm with more than one owner relied upon for DBE certification, please make additional copies of this Statement. The Unified Certification Program of California reserves the right to request additional information as necessary and may conduct an on-site visit to verify the information contained in this Statement.

I understand that all personal financial information I submit will remain confidential unless I give my written consent to release this information to a third party. I also understand that the only exception to this confidentiality provision is if I decide to appeal a decision by the Unified Certification Program of California.

Name ____________________________________________ Phone ____________________
Business Address ________________________________
City, State, & Zip Code ______________________________
Business Name ____________________________________

<table>
<thead>
<tr>
<th>Assets</th>
<th>Liabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash on Hand &amp; in Banks $____________</td>
<td>Accounts Payable $____________</td>
</tr>
<tr>
<td>Savings Accounts $____________</td>
<td>Notes Payable to Banks and Others $____________</td>
</tr>
<tr>
<td>IRA or Other Retirement Accounts $____________</td>
<td>Installment Accounts (Auto) $____________</td>
</tr>
<tr>
<td>Accounts/Notes Receivable $____________</td>
<td>(Mo. Payments $__________ )</td>
</tr>
<tr>
<td>Life Insurance/Cash Surrender Value $____________</td>
<td>Other Installment Accounts $____________</td>
</tr>
<tr>
<td>Stocks and Bonds $____________</td>
<td>(Mo. Payments $__________ )</td>
</tr>
<tr>
<td>Real Estate $____________</td>
<td>Loans on Life Insurance $____________</td>
</tr>
<tr>
<td>Automobile – Present Value $____________</td>
<td>Mortgages on Real Estate $____________</td>
</tr>
<tr>
<td>Other Personal Property $____________</td>
<td>Unpaid Taxes $____________</td>
</tr>
<tr>
<td>Other Assets $____________</td>
<td>Other Liabilities $____________</td>
</tr>
<tr>
<td><strong>Total Assets</strong> $____________</td>
<td><strong>Total Liabilities</strong> $____________</td>
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<tr>
<td><strong>NET WORTH</strong> $____________</td>
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Sources of Income

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<tbody>
<tr>
<td>Salary $____________</td>
</tr>
<tr>
<td>Net Investment Income $____________</td>
</tr>
<tr>
<td>Real Estate Income $____________</td>
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<tr>
<td>Other Income $____________</td>
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Is any portion of the equity in the individual’s primary residence attributable to withdrawal(s) from the firm applying for DBE certification? ___________ If yes, how much? $__________

The undersigned does hereby swear that the foregoing statements are true, accurate, and complete.

Signature __________________________________ Date ______________________

1. Exclude an individual's ownership interest in the firm applying for DBE certification.
2. Do not include the individual's primary residence.
3. Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.
STATE OF ________________________________

COUNTY OF ________________________________

On this ___ day of ________________________, ______ before me, the undersigned Notary Public, personally appeared ____________________________ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within Affidavit, and acknowledged that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person(s) executed the instrument.

WITNESS my hand and Official Seal.

Signature: ________________________________

Name: ________________________________  
(Type or Printed)
SUPPLEMENTAL QUESTIONNAIRE

For firm applying for airport concession DBE certification: A Supplemental Questionnaire is not required at this time.

Firm Name: _________________________________

1. Is the firm’s principal place of business in California?  Yes _____ No ______
   If no, please include a copy of the firm’s DBE certificate issued in its home state. (The California UCP will not process a new application for DBE certification from a firm having its principal place of business in another state unless the firm has already been certified in that state.)

2. Is the firm authorized to do business in the State of California?  Yes _____ No _____

3. List all office locations in California: ____________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

4. Has the firm ever done business with any U.S. DOT Grantees of California?  Yes _____ No _____
   If yes, please indicate the agency name(s) and latest year(s):

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<tr>
<th>Agency</th>
<th>Latest Year</th>
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5. Is there an upcoming project in which the firm is interested and therefore, would need to be certified prior to a specific date in order to be counted toward DBE participation?  Yes _____ No _____
   If yes, please answer the following:
   Agency letting contract: __________________________________________
   Contract number and name: ________________________________
   Bid opening date (If Request for Proposal, submission due date): ____________________________

6. Indicate areas where you prefer to do your work. You may select Statewide (SW) to indicate you are willing to work anywhere in the State.

   - SW Statewide
   - 01 Alameda
   - 02 Alpine
   - 03 Amador
   - 04 Butte
   - 05 Calaveras
   - 06 Colusa
   - 07 Contra Costa
   - 08 Del Norte
   - 09 El Dorado
   - 10 Fresno
   - 11 Glenn
   - 12 Humboldt
   - 13 Imperial
   - 14 Inyo
   - 15 Kern
   - 16 Kings
   - 17 Lake
   - 18 Lassen
   - 19 Los Angeles
   - 20 Madera
   - 21 Marin
   - 22 Mariposa
   - 23 Mendocino
   - 24 Merced
   - 25 Modoc
   - 26 Mono
   - 27 Monterey
   - 28 Napa
   - 29 Nevada
   - 30 Orange
   - 31 Placer
   - 32 Plumas
   - 33 Riverside
   - 34 Sacramento
   - 35 San Benito
   - 36 San Bernardino
   - 37 San Diego
   - 38 San Francisco
   - 39 San Joaquin
   - 40 San Luis Obispo
   - 41 San Mateo
   - 42 Santa Barbara
   - 43 Santa Clara
   - 44 Santa Cruz
   - 45 Shasta
   - 46 Sierra
   - 47 Siskiyou
   - 48 Solano
   - 49 Sonoma
   - 50 Stanislaus
   - 51 Sutter
   - 52 Tehama
   - 53 Trinity
   - 54 Tulare
   - 55 Tuolumne
   - 56 Ventura
   - 57 Yolo
   - 58 Yuba
WORK CATEGORY CODES

Please review the enclosed Work Category Codes list and indicate below areas of expertise that you prefer to perform in order of importance. DBE applicants are first subject to the applicable small business size standards of the Small Business Administration (SBA). Second, the average annual gross receipts for the firm (including its affiliates) over the previous three fiscal years must not exceed the U.S. Department of Transportation’s cap of $17.42 million. Please note that size standards are subject to change at any time by the SBA. To determine if the firm meets SBA’s and U.S. DOT’s size standards, please contact one of the certifying agencies on the enclosed roster.

For firm applying for airport concession DBE certification: The average annual gross receipts for the firm (including its affiliates) over the previous three fiscal years must not exceed $30 million.

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# CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

## AGRICULTURE, FORESTRY, AND FISHING

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- C8608 DETECTOR
- C8609 TRAFFIC COUNT STATION
- C8610 SPEED MONITORING STATION
- C8611 RAMP METERING SYSTEM
- C8700 CONSULTANT
- C8701 BUSINESS ADMINISTRATION
- C8702 MANAGEMENT INFORMATION SYSTEMS
- C8703 TRAFFIC ENGINEER
- C8704 ARCHITECTURAL
- C8705 DESIGN
- C8706 DESIGN BRIDGES
- C8707 FEASIBILITY STUDIES
- C8710 ENGINEERING
- C8711 COMPUTER
- C8712 PUBLIC RELATIONS
- C8716 ARCHITECTURAL ENGINEER
- C8720 CIVIL ENGINEERING
- C8721 RIGHT OF WAY ENGINEER
- C8722 ENVIRONMENTAL ENGINEER
- C8730 SAFETY STUDIES
- C8740 ELECTRICAL ENGINEERS
- C8742 MECHANICAL ENGINEERS
- C8744 LANDSCAPE ARCHITECTS
- C8750 REAL ESTATE
- C8760 SURVEYOR
- C8761 GEOPHYSICS
- C8765 DRAFTING
- C8770 CONSTRUCTION MANAGEMENT
- C8900 RAIL CAR SERVICES
- C8901 AIR CONDITIONING/SHEET METAL
- C8902 HEATING
- C8903 ELECTRICAL
- C8904 GLASS INSTALLATION
- C8905 SEATS
- C8906 AUTO SERVICE
- C8907 MACHINING
- C8908 PERSONNEL TRANSPORTATION
- C9602 BOTTOM DUMP TRUCKING
- C9605 FLAT BED TRUCKING
- C9632 HAZARDOUS WASTE TRUCKING
- C9670 TRUCK RENTAL
- C9771 TRUCK BROKER
- C9774 TRUCKER
- C9801 BUILDING CONSTRUCTION
- C9810 SMALL STRUCTURES
- C9822 CARPENTRY
- C9826 LAND SURVEYING
- C9827 DRYWALL CONSTRUCTION
- C9828 CRANE WORK
- C9829 RETAINER WALLS
- C9830 WALL COVERING
- C9834 CABINETRY
- C9835 LATHING
- C9836 PLASTERING
- C9837 ROOFING
- C9838 CERAMIC TILE
- C9839 CARPET & DRAPES
- C9840 FLOOR COVERING
- C9842 MASONRY
- C9846 ADDITIONS, ALTERATIONS OR REPAIRS
- C9850 PLUMBING
- C9852 EXTERMINATORS
- C9854 PAINTING STRUCTURES
- C9858 RESIDENTIAL ELECTRICAL
- C9860 WATER METER & TEMP FACILITIES
- C9862 RESIDENTIAL AIR CONDITIONING & SHEET METAL
- C9864 SHOWER DOORS & MIRROR INSTALLATION
- C9866 HEATING & AIR CONDITIONING
- C9868 INSULATION
- C9869 ASBESTOS REMOVAL/ABATEMENT
- C9872 SEWER CONNECTION
- C9874 HARDWARE (ROUGH)
- C9876 HARDWARE (FINISH)
- C9878 SIDING, STUCCO, VENEER
- C9901 MISC SERVICES – CALTRANS FACILITIES
- C9902 FUEL SYSTEMS
- C9903 CONSTRUCTION CLEAN UP
- C9904 CORING
- C9905 CUTTING
- C9906 SANDBLASTING
- C9907 CONSTRUCTION EQUIPMENT RENTAL
- C9908 HEAVY EQUIPMENT RENTAL
- C9947 ELEVATOR
- C9980 DEMOLITION
- C9981 BUILDING MOVER
- C9988 MOVING & STORAGE
- C9999 BROKER (FOR FEE ONLY)

### MANUFACTURING
- D2010 MEAT PRODUCTS
- D2020 DAIRY PRODUCTS
- D2030 PRESERVED FRUITS & VEGETABLES
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**TRANSPORTATION & PUBLIC UTILITIES**

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Note: Underlined website includes the California Unified Certification Program Application Package.

If firm has its principal place of business in another state and is certified in that state, please contact the California Department of Transportation in Cluster 4.

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| Riverside, Imperial & San Diego (RIS) Cluster 1 | Imperial, Riverside, San Diego | **SAN DIEGO UNIFIED PORT DISTRICT**
  Equal Opportunity Management
  P.O. Box 120488
  San Diego, CA 92112-0488
  Phone: (619) 686-6420 or (800) 854-2757
  Fax: (619) 686-6413
  www.portofsandiego.org |

|                                 |                           | **CITY OF SAN DIEGO**
  Equal Opportunity Contracting Program
  1010 Second Avenue, #500
  San Diego, CA 92101
  Phone: (619) 533-4492
  Fax: (619) 533-4474
  www.sannet.gov |

| Los Angeles Area Cluster 2     | Kern, Los Angeles, Orange, San Bernardino, Santa Barbara, Ventura | **SUNLINE TRANSIT AGENCY** Contracts and Compliance
  32-505 Harry Oliver Trail
  Thousand Palms, CA  92276-3501
  Phone: (760) 343-3456, Ext. 167
  Fax: (760) 343-3845
  www.sunline.org |

|                                 |                           | **CITY OF LOS ANGELES** Office of Contract Compliance
  600 South Spring St., Suite 1300
  Los Angeles, CA 90014
  Phone: (213) 847-6480
  Fax: (213) 847-5566
  www.lacity.org/bca |

|                                 |                           | **COUNTY OF ORANGE JOHN WAYNE AIRPORT**
  3160 Airway Avenue
  Costa Mesa, CA  92626
  Phone: (949) 252-5175
  Fax: (949) 252-5225
  www.ocair.com |

|                                 |                           | **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (MTA)**
  Small Business Diversity and Labor Compliance
  One Gateway Plaza
  Los Angeles, CA 90012
  Phone: (213) 922-2600
  Fax: (213) 922-7660
  www.mta.net |
### Roster of Certifying Agencies (Continued)

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<td>Phone: (650) 508-7939</td>
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<td>CITY OF FRESNO DBE Program 2101 G Street, Building A Fresno, CA 93706</td>
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<td>Phone: (559) 498-4071</td>
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<td>CITY OF OAKLAND Contract Compliance Office 250 Frank H. Ogawa Plaza, #3341</td>
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<td>Oakland, CA 94612</td>
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## Roster of Certifying Agencies (Continued)

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<td>▫ Colusa</td>
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<td>▫ Del Norte</td>
<td>Sacramento, CA 95814</td>
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<td>▫ El Dorado</td>
<td>Phone: (916) 324-1700 or (866) 810-6346</td>
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<td>▫ Glenn</td>
<td>Fax: (916) 324-1862</td>
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<td>▫ Mendocino</td>
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<td>▫ Modoc</td>
<td>Phone: (530) 661-0816</td>
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SECTION V

AGREEMENT
AGREEMENT NO. C-2-1475

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

____________________

THIS AGREEMENT is effective this ____ day of ________________________, 2012, by and
between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
CA 92863-1584, a public corporation of the state of California (hereinafter referred to as
"AUTHORITY"), and __________, __________, hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY has determined that it requires construction to be performed at the
Orangethorpe Avenue grade separation as described by the contract documents; and
WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and
WHEREAS, CONTRACTOR has represented that it has the requisite personnel, experience,
material, and equipment and is otherwise qualified to perform such services; and
WHEREAS, CONTRACTOR wishes to perform these services;
WHEREAS, the AUTHORITY’s Board of Directors approved this Agreement on _________.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and
CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and other documents incorporated herein and made
applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
the agreement between AUTHORITY and CONTRACTOR and it supersedes all prior representations,
understandings and communications. The invalidity in whole or in part of any term or condition of this
Agreement shall not affect the validity of other terms or conditions.
B. AUTHORITY’s failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY’s right to such performance by CONTRACTOR or to future performance of such terms or conditions and CONTRACTOR’s obligation in respect thereto shall continue in full force and effect. CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve it from responsibility for successfully performing the work without additional expense to AUTHORITY.

C. AUTHORITY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by AUTHORITY are expressly stated in this Agreement.

D. Time shall be of the essence hereunder; but CONTRACTOR shall perform work hereunder only to the minimum extent consistent with requirements herein.

E. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

CONTRACTOR shall provide all labor, equipment, materials and facilities necessary for all work in strict compliance with all the requirements specified herein and in the following Exhibits all of which documents are attached to and, by this reference, incorporated in and made a part of this Agreement.

Exhibit A, entitled "General Conditions";
Exhibit A-1, entitled “Special Conditions”;
Exhibit A-2, entitled “Schedule of Quantities and Prices”;
Addenda No's ____;

Davis Bacon Wage Rates

Exhibit B-1, entitled "Technical Specifications";

Exhibit B-2, entitled “Technical Specifications – Structures/Construction Staging & Traffic Handling”;

Exhibit B-3, entitled “Technical Specifications – City of Anaheim Water System”;

Exhibit B-4, entitled “Technical Specifications – 72-Inch OCWD Pipeline Relocation”;

Exhibit B-5, entitled “Technical Specifications – OCSD Sanitary Sewer Relocation”;

Exhibit B-6, entitled “Technical Specifications – Traffic Signals and Safety Lighting/Signing, Striping, Markers and Markings”;

Exhibit B-7, entitled “Technical Specifications – Street Lighting and Electrical”;

Exhibit C, entitled "List of Drawings";

Exhibit D-1, entitled "List of Subcontractors";

Exhibit E, entitled "Performance Bond";

Exhibit F, entitled "Payment Bond";

Exhibit G, entitled "Guaranty";

Exhibit H, entitled “Federal Highway Administration Form 1273”;

H-1, entitled “Monthly Race-Conscious DBE Subcontractors Paid Report Summary and Payment Verification”;

H-2, entitled “Monthly DBE Trucking Verification”;

H-3, entitled “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors”;

H-4, entitled “Disadvantaged Business Enterprises (DBE) Certification Status Change”;

H-5, entitled “Federal-Aid Highway Construction Contractor’s Annual EEO Report”;

Exhibit I, entitled “BNSF Construction & Maintenance Agreement”;

Exhibit J, entitled “Permits Acquired by the Authority”;

Page 3
J-1, entitled “California Public Utilities Commission Order To Construct”;
J-2, entitled “Orange County Flood Control District Encroachment Permit”;
J-3, entitled “Army Corps Section 404 Permit”;
J-4, entitled “California Department Of Fish & Game Permit”;
J-5, entitled “California Division of Industrial Safety Tunnel Classification”;

Exhibit K, entitled “Private Property Special Work Requirements”;
   K-1, entitled “Right-Of-Way Requirements Map”;
   K-2, entitled “Special Requirements”;
   K-3, entitled “Parcels Or-014, Or-015, Or-016, Or-019, & Or-021 (Vistara) Special
      Provisions”;
   K-4, entitled “Parcels Or-012, Or-013, Or-020 (Bella Vista) Special Provisions”

Exhibit L, entitled “Utility Company Drawings”;
   L-1, entitled “AT&T Utility Drawings”;
   L-2, entitled “Southern California Edison (SCE) Transmission Utility Drawings”;
   L-3, entitled “Southern California Edison (SCE) Distribution and Telecom Utility
      Drawings”;
   L-4, entitled “Southern California Gas (SCG) Transmission Utility Drawings”;
   L-5, entitled “Southern California Gas (SCG) Distribution Utility Drawings”;
   L-6, entitled “Sprint Utility Drawings”;
   L-7, entitled “Golden State Water (GSW) Utility Drawings”;
   L-8, entitled “City Of Anaheim (COA) Electric Utility Drawings”;

Exhibit M, entitled “Transportation Management Plan”;
Exhibit N, entitled “Contractor Reports (Examples)”;
Exhibit O, entitled “Amendments to May 2006 Caltrans Standard Specifications”;

By this reference, also incorporated in and made a part of this Agreement are all applicable
provisions of IFB and all representations made by CONTRACTOR in its original bid to AUTHORITY, including, but not limited to, CONTRACTOR’s certifications relative to Workers’ Compensation Insurance, and compliance with Section 7028.15 of the State of California Business and Professions Code.

ARTICLE 4. DELIVERY / RECOVERY SCHEDULE

A. CONTRACTOR shall fully complete the herein above described work within one thousand (1,000) calendar days (excluding plant establishment period) from the effective date of written Notice issued by AUTHORITY which establishes the First Charged Day. CONTRACTOR shall give AUTHORITY not less than seventy-two (72) hours advance notice of the start of any work. Within five (5) calendar days after said Notice, CONTRACTOR shall provide any construction schedules as may be requested by AUTHORITY.

B. If at any time, the critical path schedule reflects negative 15 work days or a greater negative number of work days of total float, then CONTRACTOR, within ten days after CONTRACTOR first becomes aware of such schedule delay, shall prepare and submit to AUTHORITY for review and approval a Recovery Schedule demonstrating CONTRACTOR’s proposed plan to regain lost schedule progress and to achieve the contractual milestones in accordance with the Contract. AUTHORITY shall notify CONTRACTOR within seven days after receipt of each such Recovery Schedule whether the schedule is deemed accepted or rejected. Within five days after AUTHORITY’s rejection of the schedule, CONTRACTOR will resubmit a revised Recovery Schedule incorporating AUTHORITY’s comments. When AUTHORITY accepts CONTRACTOR’s Recovery Schedule, CONTRACTOR shall, within five days after AUTHORITY’s acceptance, incorporate and fully include such schedule into the Project Schedule and deliver it to AUTHORITY.

C. All costs incurred by CONTRACTOR in preparing, implementing and achieving the Recovery Schedule shall be borne by CONTRACTOR and shall not result in a change to the contract price.

D. In the event that CONTRACTOR fails to provide an acceptable Recovery Schedule within 30 days of CONTRACTOR’s receipt of a notice to do so, CONTRACTOR shall have no right to receive
progress payments until CONTRACTOR has prepared and AUTHORITY has approved such Recovery Schedule.

ARTICLE 5. START OF WORK

CONTRACTOR shall incur no costs, and shall not perform or furnish any work, services, materials or equipment under this Agreement, unless and until a written Limited Notice to Proceed has been given to CONTRACTOR by AUTHORITY. Conditions precedent to AUTHORITY issuing said Limited Notice to Proceed are CONTRACTOR furnishing the Exhibit E "Performance Bond," Exhibit F "Payment Bond," Exhibit G "Guaranty," and the signed Agreement. CONTRACTOR shall furnish said documents after notification of contract award ("Notice of Award or NOA") within ten (10) calendar days after receipt of the Agreement presented by the AUTHORITY for CONTRACTOR signature. Failure of the CONTRACTOR to deliver acceptable performance bond, payment bond, guarantee and the signed Agreement on or before the tenth (10th) calendar day after receipt of the Agreement may result in the forfeiture of the Bid Bond. If the tenth (10th) calendar day falls on a weekend or holiday, the due date shall be the next business day following the tenth (10th) calendar day. Upon receipt of acceptable bonds, guaranty, and the signed Agreement, AUTHORITY, no sooner than seven (7) calendar days after receipt of acceptable bonds, guaranty, and the signed Agreement, can issue the Limited Notice to Proceed. At the sole discretion of the AUTHORITY, the Limited Notice to Proceed may be issued up to sixty (60) days after receipt of acceptable bonds, guaranty, and signed Agreement.

ARTICLE 6. PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provision set forth in Article 8, AUTHORITY shall pay CONTRACTOR the contract price __________ Dollars ($0.00). The contract price is the total of all unit prices multiplied times the estimated quantities plus the lump sum items indicated in the Schedule of Quantities and Prices table (Exhibit A-2).

B. Progress payments and the final payment will be made by AUTHORITY to CONTRACTOR
in accordance with the terms as set forth in Exhibit A, "General Conditions," under the "Progress Payments" and "Final Payment and Claims" sections therein. The acceptance by CONTRACTOR of AUTHORITY's final payment hereunder shall constitute a waiver of all claims against AUTHORITY under or arising out of this herein Agreement, as such may from time to time be amended.

C. Failure by AUTHORITY to pay amount in dispute shall not alleviate, diminish or modify in any respect the CONTRACTOR's obligation to achieve final acceptance of and all work in accordance with the contract documents, and CONTRACTOR shall not cease or slow down its performance under this Agreement on account of any such amount in dispute. CONTRACTOR shall proceed as directed by AUTHORITY pending resolution of dispute. Upon resolution of dispute, each party shall promptly pay any amount owing.

ARTICLE 7. PROMPT PAYMENT CLAUSE

A. AUTHORITY shall withhold from CONTRACTOR five percent (5%) from each progress payment for retention. Upon receipt of payment by AUTHORITY, CONTRACTOR agrees to promptly pay each subcontractor for the satisfactory work performed under this Agreement, no later than ten (10) calendar days. CONTRACTOR agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. AUTHORITY reserves the right to request the appropriate documentation from CONTRACTOR showing payment has been made to the subcontractors. Federal law (49 CFR 26.29) requires that any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by AUTHORITY.

B. Failure to comply with this provision or delay in payment without prior written approval from AUTHORITY will constitute noncompliance, which may result in actions outlined in the Business and Professions Code 7108.5 which include and are not limited to appropriate administrative sanctions, including, but not limited to a penalty of two (2%) percent 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 subcontract agreements
issued by CONTRACTOR under this Agreement. Each subcontract shall require the subcontractor to make payments to sub-subcontractors and suppliers in a similar manner.

ARTICLE 8. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY’s maximum cumulative payment obligation hereunder (including obligation for CONTRACTOR’s profit), shall be __________ Dollars ($0.00), which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 9. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONTRACTOR: To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

ATTENTION: ATTENTION: Marvin Cruz
Senior Contract Administrator
(714) 560 – 5568; e-mail: mcruz@octa.net

ARTICLE 10. INDEPENDENT CONTRACTOR

CONTRACTOR’s relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR’s personnel performing work under this Agreement shall at all times be under CONTRACTOR’s exclusive direction and control and shall be employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and
other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation insurance, and similar matters.

ARTICLE 11. INSURANCE

A. CONTRACTOR shall procure and continuously maintain in full force and effect through contract completion, insurance coverages specified herein. Coverages shall not be subject to self-insurance provisions. Insurance coverage must be procured and acceptable insurance certificates and all other required insurance documents must be submitted by CONTRACTOR and approved by the AUTHORITY prior to the CONTRACTOR or any subcontractor commencing work activities at the project site. CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, This insurance must contain broad from contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to the following: Bodily Injury and Property Damage, Personal Injury and Advertising Injury, Products and completed operations. This policy must also contain the following endorsements, which must be attached to the certificate of insurance:

   a. It is agreed that the workers’ compensation and employers’ liability related exclusions in the commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

   b. No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

   c. The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

   d. Any exclusions related to the explosion, collapse, and underground hazards must be removed.
e. A waiver of subrogation in favor of the AUTHORITY, its officers, directors, employees and agents, as well as those Parties identified in the Contract Documents.

2. Business Automobile Insurance. This insurance must contain combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following: Bodily injury and property damage, any and all vehicles owned, used or hired.

3. Workers’ Compensation and Employers’ Liability insurance including coverage for, but not limited to:
   a. California’s statutory liability under the worker’s compensation laws of the state(s) in which the work is to be performed with a waiver of subrogation favorable to the AUTHORITY, BNSF, the City of Placentia, The City of Fullerton, and The County of Orange, as well as those Parties identified in the Contract Documents.
   b. Employers’ Liability (Part B) with limits of at least $1,000,000 each accident, $1,000,000 by disease policy limit, $1,000,000 by disease each employee.

4. Builder’s Risk Insurance. CONTRACTOR shall purchase Builder’s Risk insurance for the entire Work by insurance companies rated A-VII or better by A.M.Best and on forms acceptable to OCTA.
   a. Such Builder’s Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in General Conditions (GC) 62.
   b. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Subsubcontractors in the Project as well as those Parties identified in the Contract Documents.
   c. Such insurance shall be written on a completed value basis and cover the full replacement cost of the Work and shall also cover portions of the Work located away from the site but intended for use at the site, and shall also cover portions of the Work in...
transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.

d. Coverage shall be written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, theft, vandalism, malicious mischief, and collapse.

e. Any deductible applicable to the Builder’s Risk insurance shall be paid by the Contractor.

f. AUTHORITY and Contractor waive all rights against each other and each of their subcontractors, sub-subcontractors, officers, directors, agents, and employees as well as other Parties identified in the Contract Document, for recovery for damages caused by fire and other perils to the extent covered by builders risk insurance applicable to the Work.

5. Railroad Protective Liability insurance naming only the Railroad as the insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railroad prior to performing any work or services under this Agreement.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor’s Blanket Railroad Protective Liability Insurance policy available to CONTRACTOR.

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive
damages and certificates of insurance must reflect that no exclusion exists.

CONTRACTOR agrees to waive its right of recovery against Railroad and AUTHORITY for all claims and suits against Railroad and AUTHORITY. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad and AUTHORITY for all claims and suits. The certificate of insurance must also have attached the waiver of subrogation endorsement. CONTRACTOR further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad and AUTHORITY for loss of its owned or leased property or property under CONTRACTOR’s care, custody or control.

CONTRACTOR is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by CONTRACTOR in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by CONTRACTOR’s insurance will be covered as if CONTRACTOR elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work at the site, CONTRACTOR must furnish to Railroad and AUTHORITY an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from Railroad, a certified duplicate original of any required policy must be furnished. CONTRACTOR should send the certificate(s) to the following address:

Ebix BPO
PO Box 12010-BN
Hemet, CA 92546-8010
Fax number: 951-652-2882
Email: bnsf@ebix.com

Any insurance policy must be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

CONTRACTOR represents that this Agreement has been thoroughly reviewed by CONTRACTOR's insurance agent(s)/broker(s), who have been instructed by CONTRACTOR to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverage referenced above. Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by CONTRACTOR, CONTRACTOR must require that the subcontractor provide, and maintain the insurance coverages set forth herein, naming Railroad as an additional insured, and requiring that the subcontractor release, defend and indemnify Railroad to the same extent and under the same terms and conditions as CONTRACTOR is required to release, defend and indemnify railroad herein.

Failure to provide evidence as required by this section will entitle, but not require, Railroad and AUTHORITY to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of a CONTRACTOR’s obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by CONTRACTOR will not be deemed to release or diminish the liability of CONTRACTOR including, without limitation, liability under indemnity provisions of this Agreement. Damages recoverable by Railroad and AUTHORITY will not be limited by the amount of the required insurance coverage.

For purposes of this section, Railroad means “Burlington Northern Santa Fe Corporation”, “BNSF RAILWAY COMPANY” and the subsidiaries, successors, assigns and affiliates of each.

6. Subcontractor’s Insurance. CONTRACTOR shall cause each subcontractor and any tier of sub-subcontractor to purchase and maintain insurance coverage in compliance with the
requirements set forth in ARTICLE 11, however the CONTRACTOR may permit the subcontractor or
sub-subcontractor to procure and maintain alternative minimum limits of insurance as determined by
the CONTRACTOR. However, the CONTRACTOR shall be responsible and liable for any failure or
deficiency by the subcontractor or sub-subcontractors to comply with the insurance requirements
required of the CONTRACTOR.

B. Prior to commencement of any work at the project site, CONTRACTOR shall furnish to
AUTHORITY’s Contract Administrator a broker-issued insurance certificate, including an insurance
company issued endorsement showing the required insurance coverages and further providing that:

1. AUTHORITY, its officers, directors, employees and agents, City of Placentia and
County of Orange as well as those Parties identified in the Contract Documents must be named as
additional insured on Commercial General Liability and Automobile Liability certificates and on the
insurance policy endorsement with respect to performance hereunder; and

2. The coverage shall be primary and noncontributory as to any other insurance with
respect to performance hereunder; and

3. All certificates shall state “SHOULD ANY OF THE ABOVE DESCRIBED
POLICIES BE CANCELLED OR MODIFIED BEFORE THE EXPIRATION DATE THEREOF,
NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.” An
endorsement to the policy shall state Thirty (30) days prior written notice of cancellation or material
change be given to AUTHORITY.

4. Failure of AUTHORITY to demand such certificate or other evidence of full
compliance with these insurance requirements or failure of AUTHORITY to identify a deficiency from
evidence that is provided shall not be construed as a waiver of CONTRACTOR’s obligation to
maintain such insurance.

5. AUTHORITY shall have the right, but not the obligation, to prohibit CONTRACTOR
or any subcontractor from entering the Project site until such certificates or other evidence that
insurance has been placed in complete compliance with these requirements is received and approved by AUTHORITY.

6. Failure to maintain the insurance required shall constitute an event of default of this Agreement and shall allow AUTHORITY to terminate this Agreement at AUTHORITY’s option. If CONTRACTOR fails to maintain the insurance as set forth herein, AUTHORITY shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR’s expense.

7. CONTRACTOR shall provide certified copies of all insurance policies required above within 10 days of AUTHORITY’s written request for said copies.

C. “Occurrence,” as used herein, means any event or related exposure to conditions, which results in bodily injury or property damage.

D. The Certificate of Insurance shall reference Agreement Number C-2-1475 and, the contract administrator, Marvin Cruz, Senior Contract Administrator.

E. Upon AUTHORITY’s request, certified, true and exact copies of each of the insurance policies shall be provided to AUTHORITY.

F. AUTHORITY shall notify CONTRACTOR in writing of any changes in the requirements to insurance required to be provided by CONTRACTOR. Except as set forth in this Article, any additional cost from such change shall be paid by AUTHORITY and any reduction in cost shall reduce the contract price pursuant to a change order.

G. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain coverage in the amounts required as provided in this Agreement.

H. By requiring the insurance as set out in this section, AUTHORITY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities provided to AUTHORITY in this Agreement, or any other provision of the Contract Documents.
I. The insurance requirements set in this section are independent from all other obligations of CONTRACTOR under this Agreement and apply whether or not required by any other provision of this Agreement.

J. All insurance required in this section shall be provided by insurance companies rated A-VII or better by A.M. Best and on forms acceptable to AUTHORITY.

ARTICLE 12. BONDS

A. By submitting Exhibit E, entitled "Performance Bond," and Exhibit F, entitled "Payment Bond," CONTRACTOR shall satisfy AUTHORITY's requirements that CONTRACTOR deposit with AUTHORITY bonds with values in the sum of percent of this Agreement's price to cover CONTRACTOR's failure to fully perform hereunder and CONTRACTOR's failure to pay its labor materialmen or failure to comply with Article 38 of this Agreement, in performing hereunder. If the contract price is increased in connection with a Change Order, the AUTHORITY may, in its sole discretion, require a corresponding increase in the amount of the Performance and Payment bonds or new bonds covering the Change Order work.

B. Notwithstanding any other provision set forth in this Agreement, performance by a Surety or Guarantor of any obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 13. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its Exhibits; (2) the provisions of IFB 2-1475 including all Addenda; (3) the bid submitted to AUTHORITY by CONTRACTOR in response to said IFB; and (4) any other documents, cited herein or incorporated by reference. In the event of conflicting provisions of Exhibit A, ("General Conditions"), Exhibit A-1, ("Special Conditions"), Exhibit A-2 ("Schedule of Quantities and Prices") Exhibit B ("Technical Specifications"), and Exhibit C ("List of Drawings"), the following descending order of precedence shall apply: (a) "Special Conditions", (b) "General Conditions", (c) "Technical Specifications", and (d) "List of Drawings". In the event of a
discrepancy between any drawings and the dimensions written thereon, the dimensions shall be taken as correct. Detail drawing shall prevail over general drawings.

ARTICLE 14. CHANGES

A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make any change in the general scope of this Agreement, including, but not limited to, changes in the drawings, specifications, schedules (either deceleratory or acceleratory) or any other particular of the specifications or provisions of this Agreement. If any such work suspension or change causes an increase or decrease in the price or time required for performance, CONTRACTOR shall promptly notify AUTHORITY thereof as provided in Exhibit A, "General Conditions". However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the Agreement as changed. Changes will be made in accordance with the terms as set forth in Exhibit A, "General Conditions" (GC 65 and 66) by written Change Order.

B. No claims by CONTRACTOR for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

C. Any work done beyond the technical provisions specified in this Agreement, or any extra work done without AUTHORITY's written authority, will be considered unauthorized work and will not be paid for. Upon order of AUTHORITY's Engineer or its designee, unauthorized work shall be remedied, removed or replaced at CONTRACTOR's expense.

ARTICLE 15. MODIFICATION PROPOSALS-PRICE BREAKDOWN

CONTRACTOR, in connection with any proposal it makes for an agreement modification, shall furnish a price breakdown, itemized as required by AUTHORITY. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension
ARTICLE 16. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, CAMM. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 17. TERMINATION FOR CONVENIENCE

A. AUTHORITY may terminate this Agreement for its convenience at any time in whole or in part, by giving CONTRACTOR written notice thereof. AUTHORITY shall terminate by delivering to CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and its effective date. Upon termination, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be construed in
accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition
Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for
convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be
given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 9,
herein. Upon receipt of said notification, CONTRACTOR shall immediately proceed with all obligations,
regardless of any delay in determining or adjusting any amounts due under this Article, and agrees to
comply with all applicable provisions of the FAR pertaining to termination for convenience.

B. If AUTHORITY sees fit to terminate the Agreement for convenience, said notice shall be
given to CONTRACTOR in accordance with herein mentioned provisions of the Federal Acquisition
Regulations and Article 9 herein. Upon receipt of said notification, CONTRACTOR agrees to comply
with all applicable provisions of the FAR pertaining to Termination for Convenience.

ARTICLE 18. TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

A. If CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with
such diligence as will ensure its completion within the time specified in this Agreement, or any extension
thereof, or fails to complete said work within such time, or fails to abide by the requirements of the
Agreement, AUTHORITY may, by written notice to CONTRACTOR, terminate CONTRACTOR's right to
proceed with the work or such part of the work as to which there has been delay. In such event,
AUTHORITY may take over the work and prosecute the same to completion, by Agreement with another
contractor, or otherwise, and may take possession of and utilize in completing the work such materials,
appliances and plant as may be on the site of the work and necessary therefore. Whether or not
CONTRACTOR's right to proceed with the work is terminated, it and its sureties shall be liable for any
damage to AUTHORITY resulting from its refusal or failure to complete the work within the specified
time.

B. If AUTHORITY so terminates CONTRACTOR's right to proceed, the resulting damage will
consist of such liquidated damages as set forth in the Article 37 in this Agreement entitled "Liquidated
Damages," until such reasonable time as may be required for final completion of the work together with
any increased costs occasioned AUTHORITY in completing the work. If AUTHORITY does not so terminate CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

C. CONTRACTOR's right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, acts of the public enemy, acts or omissions of AUTHORITY, acts of another contractor in the performance of an Agreement with AUTHORITY, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and such subcontractors or suppliers; and

2. CONTRACTOR, within ten (10) calendar days from the beginning of any such delay, notifies AUTHORITY in writing of the causes of delay. AUTHORITY shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this Agreement. Any such time extensions will not become effective until approved by AUTHORITY's Engineer in writing.

3. Change orders covering time extensions approved by the Engineer will be issued to CONTRACTOR at periodic intervals during the project.

D. If, after notice of termination of CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 17, entitled "Termination for Convenience."

E. The rights and remedies of AUTHORITY provided in this clause are in addition to any other
rights and remedies provided by law or under this Agreement.

F. As used in paragraph C.1 of this Article, the term "subcontractors or suppliers," means subcontractors or suppliers at any tier.

ARTICLE 19. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

The CONTRACTOR shall indemnify, defend, and hold harmless the AUTHORITY, State of California, the City, SCRRRA, or other entity within whose jurisdiction or on whose property the work is being performed, and their Board of Supervisors, Board of Directors, councils, officers, agents, consultants, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of the Agreement by the CONTRACTOR and/or its agents, employees, or subcontractors, excepting only loss, injury, or damage arising from the sole or active negligence or willful misconduct of such indemnitees, their agents, servants, or independent contractors who are directly responsible to the indemnitees, or for defects in design furnished by the AUTHORITY, as provided in Civil Code §2782 et seq. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the AUTHORITY and all indemnitees. The CONTRACTOR shall reimburse the AUTHORITY and all indemnitees for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the AUTHORITY and other indemnitees under this Agreement.

Also refer to Exhibit "I “BNSF Construction & Maintenance Agreement” which contains additional CONTRACTOR indemnification requirements.

Also, refer to Exhibit A-1, Special Conditions, Section SC-2, which contains additional
ARTICLE 20. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law. CONTRACTOR shall not have the right to make any substitutions of any subcontractor listed in Exhibit D-1, entitled "List of Subcontractors," except in accordance with the provisions of the Subletting and Subcontractors Fair Practices Act, Public Contract Code section 4100 et. seq. AUTHORITY's consent shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Agreement.

B. CONTRACTOR shall be fully responsible to AUTHORITY for all acts and omissions of its own employees, and of subcontractors and their employees. CONTRACTOR shall coordinate the work performed by subcontractor.

C. AUTHORITY shall have the right, but not the obligation, to review the form of subcontract used by CONTRACTOR for the project and to require modifications thereto to conform to the requirements set forth herein.

ARTICLE 21. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, the State, Federal Highway Administration (FHWA), or their duly authorized representative, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and the CFR, Title 48, Federal Acquisition Regulations System (FAR), part 31, and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier
subcontractors identified in Exhibit D-1 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 22. CONFLICT OF INTEREST**

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the Authority; CONTRACTOR’s objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

**ARTICLE 23. CODE OF CONDUCT**

CONTRACTOR agrees to comply with the AUTHORITY’s Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CONTRACTOR agrees to include these requirements in all of its subcontracts.

**ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

**ARTICLE 25. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, CONTRACTOR agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following:
employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**ARTICLE 26. FINISHED AND PRELIMINARY DATA**

A. All of CONTRACTOR’s finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY’s property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the purpose of demonstrating an idea or message for AUTHORITY’s acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 17, and a price shall be negotiated for all preliminary data.

**ARTICLE 27. CIVIL RIGHTS ASSURANCE**

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part
of this Agreement.

B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONTRACTOR’s noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.
F. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21. In addition, FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for FTA Recipients,” 05-13-07, provides FTA guidance and instructions for implementing DOT’s Title VI regulations.

G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

H. Incorporation of Provisions: VENDOR shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The VENDOR shall take such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a VENDOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the VENDOR may request the AUTHORITY to enter into such litigation to protect the interests of the AUTHORITY, and, in addition, the VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 28. RACE-CONCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED CONSTRUCTION CONTRACTS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

A. DBE Participation
At the time of contract execution, the Contractor committed to utilize DBE(s) in the performance of this DOT-assisted contract, and further agrees to ensure that DBE subcontractors listed on the “Local Agency Bidder-DBE Commitment (Construction Contracts) 15-G1,” Exhibit D-2 perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the Authority prior to the Contractor effectuating any changes to its DBE participation commitment(s) (Refer to Subsection H: “Performance of DBE Subcontractors”).

B. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs”.

The project is subject to these stipulated regulations. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

1. Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority’s DOT-assisted contracting opportunities.

2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.

3. Ensure non-discrimination in the award and administration of Authority’s DOT-assisted contracts.

4. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority’s DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

C. Authority’s New Race-Conscious DBE Policy Implementation Directives

Pursuant to recently released Race-Conscious DBE policy directives issued by Caltrans in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving Co. v. Washington State Department of Transportation and Final Disparity Study results, the Authority has implemented a Race-Conscious DBE Program.

Caltrans reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is now a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal.

D. Definitions

The following definitions apply to the terms as used in these provisions:

1. “Disadvantaged Business Enterprise (DBE)” means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is...
owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. **“Small Business Concern”** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of $19.57 million over the previous three fiscal years.

3. **“Socially and Economically Disadvantaged Individuals”** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:

   A. **“Black Americans,”** which includes persons having origins in any of the Black racial groups of Africa;

   B. **“Hispanic Americans,”** which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

   C. **“Native Americans,”** which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

   D. **“Asian-Pacific Americans,”** which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

   E. **“Asian-Indian Americans,”** which includes persons whose origins are from India, Pakistan, and Bangladesh; and
F. Women, regardless of ethnicity or race.

4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.

5. "Manufacturer" means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

6. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

7. "Other Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

A. Social Disadvantage

i. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

ii. The individual must demonstrate that he/she has personally suffered social disadvantage.

iii. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
iv. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.

v. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

vi. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

B. Economic Disadvantage

i. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

ii. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

C. With respect to the individual:
   • availability of financing
   • bonding capability
   • availability of outside equity capital
   • available markets

D. With respect to the individual and the business concern:
   • personal and business assets
   • personal and business net worth
   • personal and business income and profits

E. DBE Submission and Ongoing Reporting Requirements (Post-Award)

Contractor shall complete and submit the following DBE exhibits (forms) at the times specified:

1. Exhibit H-1: “Monthly Race-Conscious DBE Subcontractors Paid Report Summary and Payment Verification” (Form 103)
If the Contractor is a DBE firm and/or has proposed to utilize DBE firms, the Contractor will be required to complete and submit a Form 103 to the Authority by the 10th of each month until completion of the contract to facilitate reporting of DBE participation, following the first month of contract activity. The Contractor shall report the total dollar value paid to DBEs for the applicable reporting period. The Contractor shall also report the DBE’s scope of work and the total subcontract value of commitment for each DBE reported.

Contractor is advised not to report the participation of DBEs toward the Contractor’s DBE attainment until the amount being counted has been paid to the DBE.

Upon completion of the contract, the Contractor will be required to prepare and submit to the Authority a “Monthly Race-Conscious DBE Subcontractors Paid Report Summary and Payment Verification” (Form 103) (Exhibit H-1) clearly marked “Final” to facilitate reporting and capturing actual DBE attainments. Contractor shall complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

2. Exhibit H-2: "Monthly DBE Trucking Verification" Form CEM-2404(F)

Prior to the 15th of each month, the Contractor shall submit documentation on Exhibit H-2: "Monthly DBE Trucking Verification" Form CEM-2404(F) to the AUTHORITY showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the AUTHORITY showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the AUTHORITY showing the truck number, owner’s name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.


Upon completion of the contract, a summary of these records shall be prepared on
Exhibit H-3: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor’s authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the AUTHORITY within 90 days from the date of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory form is submitted.

4. Exhibit H-4: “Disadvantaged Business Enterprises (DBE) Certification Status Change” Form CP-CEM 2403(F)

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification (Attach DBE certification/Decertification letter). The Contractor shall furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the Exhibit H-4: "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) shall be signed and certified correct by the Contractor indicating the DBEs’ existing certification status. If there are no changes, please indicate “No Changes”. The certified form shall be furnished to the AUTHORITY within 90 days from the date of contract acceptance.

5. Exhibit H-5 – “Federal-Aid Highway Construction Contractor’s Annual EEO Report” FHWA-1391 Form

Prime Contractor and all subcontractors regardless of tier, who have a federal-aid contract exceeding $10,000.00 are required to complete and submit Exhibit H-5: “Federal-Aid Highway Construction Contractor’s Annual EEO Report” FHWA-1391 form listing the number of project personnel who worked all or any part of the last full week of July. Prime Contractor and subcontractors who do not perform any work during the last full week of July must write “Not Applicable” across the form, sign, date and return to the AUTHORITY on or before the 2nd Monday in August.
F. **DBE Eligibility and Commercially Useful Function Standards**

1. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

2. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.

3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

4. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

5. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

   A. The CUCP web site, which can be accessed at http://www.californiaucp.com; or the Caltrans “Civil Rights” web site at http://www.dot.ca.gov/hq/bep.

   B. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

G. **DBE Crediting Provisions**

1. When a DBE is proposed to participate in the contract, either as a prime Contractor or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Contractor is a DBE joint venture participant, only the
DBE proportionate interest in the joint venture shall be counted.

2. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's DBE attainment.

3. Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
   
   A. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
   
   B. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.

4. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
   
   A. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
   
   B. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;

   C. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.

5. Contractor may count the participation of DBE trucking companies toward DBE attainment, as follows:
   
   A. The DBE must be responsible for the management and supervision of
the entire trucking operation for which it is responsible on a particular contract.

B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

F. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

G. If the Contractor listed a non-certified DBE 1st tier Subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract.

H. **Performance of DBE Subcontractors**

The subcontractors listed by you in Bid booklet shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in
excess of one-half of one percent of the total bid or $10,000, whichever is greater, in accordance with
the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public
Contract Code. The bidder’s attention is invited to other provisions of the Act related to the imposition
of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making
unauthorized substitutions.

DBEs must perform work or supply materials as listed in the “Local Agency Bidder - DBE
Commitment”, Exhibit 15-G1 form specified under “DBE Bid Submission Requirements” of these
special provisions. Do not terminate a DBE listed subcontractor for convenience and perform the work
with your own forces or obtain materials from other sources without prior written authorization from the
AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for
requests that show any of the following justifications (written approval from the AUTHORITY must be
obtained prior to effectuating a substitution):

1. Listed DBE fails or refuses to execute a written contract based on plans and
specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed DBE
fails to meet your bond requirements.
3. Work requires a contractors’ license and listed DBE does not have a valid license
under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE’s work is unsatisfactory and not in compliance with the contract.
6. Listed DBE delays or disrupts the progress of the work.
7. Listed DBE becomes bankrupt or insolvent.

If a listed DBE subcontractor is terminated, you must make good faith efforts to find another
DBE subcontractor to substitute for the original DBE. The substitute DBE must perform at least the
same amount of work as the original DBE under the contract to the extent needed to meet the DBE
goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

I. Additional DBE Subcontractors

In the event Contractor identifies additional DBE subcontractors or suppliers not previously identified by Contractor for DBE participation under the contract, Contractor shall notify the Authority by submitting “Request for Additional DBE Firm” to enable Contractor to capture all DBE participation.

Contractor shall also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

J. Contractor’s Assurance Clause Regarding Non-Discrimination

In compliance with State and Federal anti-discrimination laws, the Contractor shall affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Contractor shall affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

ARTICLE 29. PRIVACY ACT

CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
ARTICLE 30. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, tracings, plans, specifications, and maps, documents, reports and other products and data produced or obtained under the terms of this Agreement shall be delivered to, and become the property of AUTHORITY. Basic survey notes, sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available upon request to AUTHORITY without restrictions to use. Copies may be made for CONTRACTOR’S records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY’s policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY’s name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

ARTICLE 31. INCORPORATION OF FEDERAL TERMS

All contractual provisions required by USDOT regulations, policies, procedures and directives, including the Federal Highway Administration (FHWA) without limitation those listed directly or by
reference in the Agreement between the AUTHORITY and USDOT, as they may be amended or 
promulgated from time to time during this Agreement. CONTRACTOR’s failure to comply shall 
constitute a material breach of contract.

**ARTICLE 32. FEDERAL CHANGES**

CONTRACTOR shall at all times comply with all applicable USDOT regulations, policies, 
procedures and directives, including without limitation those listed directly or by reference in the 
agreement between the AUTHORITY and USDOT, as they may be amended or promulgated from time 
to time during this Agreement. CONTRACTOR’s failure to comply shall constitute a material breach of 
contract.

**ARTICLE 33. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any 
concurrence by the Federal Government in or approval of the solicitation or award of the underlying 
Agreement, absent the express written consent by the Federal Government, the Federal Government is 
not a party to this Agreement and shall not be subject to any obligations or liabilities to the 
AUTHORITY, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining 
to any matter resulting from the underlying Agreement. CONTRACTOR agrees to include this 
requirement in all of its subcontracts.

**ARTICLE 34. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND 
ACTS**

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act 
Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this project. By execution of this 
Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has 
made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the 
FHWA assisted project for which this Agreement’s work is being performed. In addition to other 
penalties that may be applicable, CONTRACTOR acknowledges that if it makes, or causes to be made,
a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FHWA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 35. CONVICT LABOR

In connection with the performance of work under this Agreement, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

ARTICLE 36. NOTICE OF LABOR DISPUTE

Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, CONTRACTOR shall immediately notify and submit all relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

ARTICLE 37. LIQUIDATED DAMAGES

If CONTRACTOR fails to complete the work within the time specified in Article 4 of this Agreement, or any AUTHORITY authorized extension thereof, or within the time of performance requirements specified in EXHIBIT A-1, Special Conditions, the actual damage to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to AUTHORITY as fixed, agreed-to liquidated damages for each calendar day as stipulated in
the Special Conditions, Exhibit A-1. Alternatively, AUTHORITY may terminate this Agreement in whole or in part as provided in Article 18 of this Agreement, and in that event, CONTRACTOR shall be liable, in addition to the excess costs provided in Article 18 of this Agreement, for such liquidated damages accruing until such time as AUTHORITY may reasonably obtain delivery or performance of similar supplies or services from a different source. CONTRACTOR shall not be charged with liquidated damages when the delay is determined to be excusable in accordance with Article 65 hereunder. AUTHORITY shall ascertain the facts and extent of the delay and shall extend the time for performance of the Agreement when in its judgment, the findings of fact justify an extension.

**ARTICLE 38. WARRANTY**

A. In addition to any other warranties set forth in this Agreement, whether expressed or implied, CONTRACTOR warrants that (1) all work performed under this Agreement conforms to the requirements herein and is free of any defect of equipment, material or design furnished, or workmanship performed by CONTRACTOR or any of its subcontractors or suppliers at any tier; (2) The project shall fit for use for the intended function; and (3) all work shall meet all of the requirements of this Agreement. Such warranty shall continue for a period of one (1) year from AUTHORITY's acceptance as shown in Article 40 hereunder unless specified for a longer period elsewhere. Under this warranty, CONTRACTOR shall remedy at its own expense any such failure to conform or correct any such defect. In addition, CONTRACTOR shall remedy at its own expense any damage to AUTHORITY owned or controlled real or personal property, when that damage is the result of CONTRACTOR's failure to conform to Agreement requirements or any such defect of equipment, material, workmanship or design. CONTRACTOR shall also restore any work damaged in fulfilling the terms of this clause. CONTRACTOR's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement. An amount equal to one-half (1/2) of one (1) percent of the contract price shall be retained by AUTHORITY for a period of one year from AUTHORITY's acceptance as shown in Article 40, or longer if any other warranties set forth in Agreement extend beyond one year for the purpose of assuring the performance of warranty work. At
the AUTHORITY’s sole discretion the one-half (1/2) percent retainage for warranty work may be held up to one year from the date of any repair or replacement work performed under the warranty provisions.

B. AUTHORITY shall notify CONTRACTOR in writing within a reasonable time after the discovery of any failure, defect or damage. CONTRACTOR has seven days from receipt of notice from AUTHORITY to respond to AUTHORITY’s notification and indicate how CONTRACTOR will remedy the failure, defect, or damage. If AUTHORITY is not satisfied with the remedy proposed by CONTRACTOR, CONTRACTOR and AUTHORITY shall meet and mutually agree when and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate corrective action, AUTHORITY shall notify CONTRACTOR by telephone and e-mail (followed up in writing) of the failure, defect or damage. CONTRACTOR shall immediately implement such action, as it deems necessary and shall notify AUTHORITY in writing of the nature of the emergency and the action taken. CONTRACTOR and AUTHORITY shall then promptly meet in order to agree on further remedies. If CONTRACTOR and AUTHORITY fail to agree on the remedy within a five-day period, AUTHORITY, after notice to CONTRACTOR, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by CONTRACTOR. In the case of an extreme emergency where AUTHORITY determines that corrective action must be taken immediately by AUTHORITY before the CONTRACTOR is able to respond to the emergency, AUTHORITY shall take such action it deems appropriate to remedy the emergency to protect life and property until CONTRACTOR is able to fulfill its obligations to remedy the failure, defect or damage. The actual cost of such emergency action by the AUTHORITY shall be reimbursed by CONTRACTOR.

C. Should CONTRACTOR fail to remedy any failure, defect or damage described in paragraph A above within a reasonable time after receipt of notice thereof, AUTHORITY shall have the right to replace, repair or otherwise remedy such failure, defect or damage at CONTRACTOR’s expense and CONTRACTOR shall be liable for all damages, including, but not limited to, actual or consequential damages and cost of any suit to enforce AUTHORITY’s rights hereunder, including reasonable attorney’s fees. The amount of the damages described herein is not limited by the retainage amount
described in the preceding paragraph A.

D. In addition to the other rights and remedies provided by this clause, all subcontractors, manufacturers, and suppliers' warranties, expressed or implied, respecting any work and materials furnished hereunder, shall, at the direction of AUTHORITY, be enforced by CONTRACTOR for the benefit of AUTHORITY. In such case if CONTRACTOR's warranty under paragraph A above has expired, any suit directed by AUTHORITY shall be at the expense of AUTHORITY. CONTRACTOR shall obtain any warranties, which the subcontractors, manufacturers or suppliers would give in normal commercial practice.

E. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be executed in writing to AUTHORITY.

F. Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of CONTRACTOR or its subcontractors or suppliers at any tier, CONTRACTOR shall not be liable for the repair of any defects of material or design furnished by AUTHORITY nor for the repair of any damage which results from any such defect in AUTHORITY furnished material or design.

G. The warranty specified herein shall not limit AUTHORITY's rights under the Inspection and Acceptance clause of this Agreement with respect to latent defects, gross mistakes or fraud.

H. Defects in design or manufacture of equipment specified by AUTHORITY on a "brand name and model" basis shall not be included in this warranty. CONTRACTOR shall require any subcontractors, manufacturers or suppliers thereof to execute their warranties in writing directly to AUTHORITY.

I. Any disagreement between AUTHORITY and CONTRACTOR relating to this section shall be subject to dispute resolution in accordance with Article 16.

ARTICLE 39. GENERAL WAGE RATES

A. All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are
permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the
time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of
the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained
in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the
Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of
California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set
forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may
be alleged to exist between CONTRACTOR or subcontractor and their respective mechanics, laborers,
journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing
Wage Determinations and Per Diem Rates are on file at AUTHORITY’s offices and will be made
available to CONTRACTOR upon request. CONTRACTOR shall post a copy thereof at each job site at
which work hereunder is performed.

B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the
Labor Code of the state of California, the Federal Contract Work Hours and Safety Standards Act, (40
U.S.C. 327-333), and the Copeland regulations of the Secretary of Labor (29 CFR 3), which are
incorporated herein by reference, pertaining to workers performing work hereunder including, but not
limited to, those provisions for work hours, payroll records and apprenticeship employment and
regulation program. CONTRACTOR agrees to insert or cause to be inserted the preceding clause in all
subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

C. This contract is funded by State of California bonds and therefore subject to overview by the
California Division of Labor Standard Compliance Monitoring Unit (CMU). Pursuant to California Labor
Code Section 1171.3, the California Department of Industrial Relations shall monitor and enforce
compliance with applicable prevailing wage requirements for this contract. The reporting requirements
and other information regarding the CMU may be found at http://www.dir.ca.gov/dlse/cmu/cmu.html. The
Contractor is responsible for complying with all requirements of the CMU, including filing electronic
payroll reports.
ARTICLE 40. INSPECTION AND ACCEPTANCE

A. All work (which term includes but is not restricted to materials, equipment, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by AUTHORITY or its representative at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of AUTHORITY and shall not relieve CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with requirements of this Agreement. No inspection or test by AUTHORITY or its representative shall be construed as constituting or implying acceptance. Inspection or test shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of AUTHORITY after acceptance of the completed work under the terms of paragraph F of this Article, except as herein above provided.

B. CONTRACTOR shall, without charge, replace any material or correct any workmanship found by AUTHORITY not to conform to the requirements of this Agreement, unless in the public interest AUTHORITY consents to accept such material or workmanship with an appropriate adjustment in the price of this Agreement. CONTRACTOR shall promptly segregate and remove rejected material from the premises.

C. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing such safe and convenient inspection and test as may be required by AUTHORITY. All inspections and tests by AUTHORITY shall be performed in such manner as to not unnecessarily delay the work. AUTHORITY reserves the right to charge to CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at the time specified by CONTRACTOR for inspection or test or when reinspection or retest is necessitated by prior rejection.

D. If CONTRACTOR does not promptly replace rejected material or correct rejected workmanship, AUTHORITY (1) may, by Agreement or otherwise, replace such material or correct such workmanship and charge the cost thereof to CONTRACTOR, or (2) may terminate CONTRACTOR's
right to proceed in accordance with the clause of this Agreement entitled "Termination for Default."

E. Should it be considered necessary or advisable by AUTHORITY at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of CONTRACTOR or its subcontractors, CONTRACTOR shall pay all costs of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this Agreement, an equitable adjustment shall be made in the Agreement price to compensate CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall in addition, be granted a suitable extension of time.

F. Unless otherwise provided in this Agreement, acceptance by AUTHORITY shall be made as promptly as practicable after completion and inspection of all work required by this Agreement, or that portion of the work that AUTHORITY determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards AUTHORITY’s rights under the warranty provisions set forth herein.

**ARTICLE 41. MATERIAL AND WORKMANSHIP**

A. Unless otherwise specifically provided in this Agreement, all equipment, material, and articles incorporated in the work covered by this Agreement are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Agreement, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and CONTRACTOR may, at its option, use any equipment, material, article or process which, in the judgment of AUTHORITY, is equal to that named. CONTRACTOR shall furnish to AUTHORITY for its approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment, which CONTRACTOR contemplates incorporating in the work. When required by this
Agreement or when called for by AUTHORITY, CONTRACTOR shall furnish AUTHORITY, for approval, full information concerning the material or articles, which it contemplates incorporating in the work. When so directed, samples shall be submitted for approval at CONTRACTOR's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.

B. All work under this Agreement shall be performed in a skillful and workmanlike manner. Notwithstanding the provisions of Article 42 hereof, AUTHORITY may, in writing, require CONTRACTOR to remove from the work any employee AUTHORITY deems incompetent, careless or otherwise objectionable.

ARTICLE 42. NON-CONFORMING WORK

A. Nonconforming work rejected by AUTHORITY shall be removed and replaced so as to conform to the requirements of this Agreement, at CONTRACTOR's cost and without a time extension; and CONTRACTOR shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that AUTHORITY may not have discovered the nonconforming Work shall not constitute an acceptance of such nonconforming Work. If CONTRACTOR fails to correct any nonconforming work within ten days of receipt of notice from AUTHORITY requesting correction, or if such nonconforming work cannot be corrected within ten days, and CONTRACTOR fails to (1) provide to AUTHORITY a schedule for correcting any such nonconforming work acceptable to AUTHORITY within such ten-day period, (2) commence such corrective work within such ten-day period and (3) thereafter diligently prosecute such correction in accordance with such approved schedule to completion, then AUTHORITY may cause the nonconforming work to be remedied or removed and replaced and may deduct the cost of doing so from any moneys due or to become due CONTRACTOR and/or obtain reimbursement from CONTRACTOR for such cost.

B. If AUTHORITY agrees to accept any Nonconforming Work without requiring it to be fully corrected, AUTHORITY shall be entitled to reimbursement of a portion of the Contract Price in an amount equal to the greater of the amount deemed appropriate by AUTHORITY to provide
compensation for future maintenance and/or other costs relating to the Nonconforming Work, or 100% of CONTRACTOR’s cost savings associated with its failure to perform the Work in accordance with Contract requirements. Such reimbursement shall be payable to AUTHORITY within ten days after CONTRACTOR’s receipt of an invoice thereof. CONTRACTOR acknowledges and agrees that AUTHORITY shall have sole discretion regarding acceptance or rejection of Nonconforming Work and that AUTHORITY shall have sole discretion with regard to the amount payable in connection therewith.

**ARTICLE 43. CONTRACTOR INSPECTION SYSTEM**

CONTRACTOR shall maintain an adequate inspection system and perform such inspections as will assure that the work performed under this Agreement conforms to the specified requirements, and shall maintain and make available to AUTHORITY adequate records of such inspections.

**ARTICLE 44. SUPERINTENDENCE BY CONTRACTOR**

CONTRACTOR, at all times during performance and until the work is completed and accepted, shall give its personal superintendence to the work or have on the work a competent superintendent, satisfactory to AUTHORITY and with authority to act for and on behalf of CONTRACTOR.

**ARTICLE 45. OTHER CONTRACTS**

AUTHORITY may undertake or award other agreements for additional work, and CONTRACTOR shall fully cooperate with such other contractors and AUTHORITY’s employees and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

**ARTICLE 46. INSPECTION OF SITE**

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power and roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of
the work. CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Agreement. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty or cost of successfully performing the work. AUTHORITY assumes no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

**ARTICLE 47. DIFFERING SITE CONDITIONS**

A. CONTRACTOR shall immediately, and before such conditions are disturbed, notify AUTHORITY in writing of: (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Agreement, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. All differing site conditions issues shall be addressed pursuant to Exhibit A, “General Conditions”, (GC-67, Differing Site Conditions).

B. No claim of CONTRACTOR under this Article shall be allowed unless CONTRACTOR has given the written notice required above; no claim by CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

**ARTICLE 48. SEISMIC SAFETY REQUIREMENTS**

CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in DOT’s Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONTRACTOR shall ensure that all work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
ARTICLE 49. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 50. ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 51. CLEAN AIR

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in each subcontractor exceeding $100,000.

ARTICLE 52. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FHWA and appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in each subcontract exceeding $100,000.

ARTICLE 53. COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this Agreement; and that
he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 54. TRANSPORTATION OF EQUIPMENT, MATERIALS OR COMMODITIES BY OCEAN VESSEL

A. CONTRACTOR shall utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. CONTRACTOR shall furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipping originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this Article to AUTHORITY (through the prime CONTRACTOR in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.

ARTICLE 55. OPERATIONS AND STORAGE AREAS

A. All operations of CONTRACTOR (including storage of materials and equipment) upon AUTHORITY owned premises shall be confined to areas authorized or approved by AUTHORITY. CONTRACTOR shall hold AUTHORITY and its officers and agents free and harmless from liability of any nature occasioned by CONTRACTOR's operations.

B. CONTRACTOR shall, under regulations prescribed by AUTHORITY, use only established
roadways or construct and use such temporary roadways as may be authorized by AUTHORITY. Where materials are transported in the prosecution of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by CONTRACTOR and any damaged roads, curbing or sidewalks shall be repaired by, or at the expense of, CONTRACTOR.

ARTICLE 56. CONTRACTOR PURCHASED EQUIPMENT

A. If during the course of this Agreement, additional equipment is required, which will be paid for by the AUTHORITY, CONTRACTOR must request prior written authorization from the AUTHORITY’s project manager before making any purchase. As part of this purchase request, CONTRACTOR shall provide a justification for the necessity of the equipment or supply and submit copies of three (3) competitive quotations. If competitive quotations are not obtained, CONTRACTOR must provide the justification for the sole source.

B. CONTRACTOR shall maintain an inventory record for each piece of equipment purchased that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify said equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

C. At the expiration or termination of this Agreement, CONTRACTOR may keep the equipment and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined, at CONTRACTOR’s expense, on the basis of an independent appraisal. CONTRACTOR may also sell the equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by AUTHORITY’s project manager.

D. Any subcontractor agreement entered into as a result of this Agreement shall contain all provisions of this clause.
ARTICLE 57. BUY AMERICA

A. CONTRACTOR is directed to the “Buy America” requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a) and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this Project shall occur in the United States; with the exception that pig iron and processed, pellitized and reduced iron ore manufactured outside of the United States may be used in domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements.

B. A Certificate of Compliance, conforming to the provisions of this Article shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions listed herein.

C. The requirements imposed by law and regulations do not prevent a minimal use of foreign steel and iron materials of the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. CONTRACTOR shall furnish the AUTHORITY acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials in the work.

ARTICLE 58. FLY AMERICA REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipient of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of
necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was
used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air
carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event,
provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to
include the requirements of this section in all subcontracts that may involve international air
transportation.

ARTICLE 59. PROTECTION OF VEGETATION, UTILITIES, IMPROVEMENTS

A. CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and
grass on or adjacent to the site of work which is not to be removed and which does not unreasonably
interfere with the construction work. Care will be taken in removing trees authorized for removal to
avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such
operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut
and painted with an approved tree pruning compound as directed by AUTHORITY.

B. CONTRACTOR shall protect from damage all existing improvements or utilities at or near
the site of the work, the location of which is made known to it, and will repair or restore any damage to
such facilities resulting from failure to comply with the requirements of this Agreement or the failure to
exercise reasonable care in the performance of the work. If CONTRACTOR fails or refuses to repair
any such damage promptly, AUTHORITY may have the necessary work performed and charge the cost
to CONTRACTOR.

ARTICLE 60. CLEANING UP

A. CONTRACTOR shall at all times keep the construction area, including storage areas used
by it, free from accumulations of waste material or rubbish, and prior to completion of the work remove
any rubbish from AUTHORITY owned premises and all tools, scaffolding, equipment and materials not
the property of AUTHORITY. Upon completion of the construction, CONTRACTOR shall leave the
work and premises in a clean, neat and workmanlike condition satisfactory to AUTHORITY.

B. After completion of all work on the project, and before making application for acceptance of
the work, CONTRACTOR shall clean the construction site, including all areas under the control of
AUTHORITY, that have been used by CONTRACTOR in connection with the work on the project and
remove all debris, surplus material and equipment, and all temporary construction or facilities of
whatever nature, unless otherwise approved by AUTHORITY. Final acceptance of the work by
AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the foregoing
requirements for final cleanup of the project site.

C. Full compensation for conforming to the provisions in this Article, not otherwise provided for,
shall be considered as included in price of this Agreement and no additional compensation will be
allowed therefore.

**ARTICLE 61. USE AND POSSESSION TO COMPLETION**

AUTHORITY shall have the right to take possession of or use any completed or partially
completed part of the work. Prior to such possession or use, AUTHORITY shall furnish
CONTRACTOR an itemized list of work remaining to be performed or corrected on such portions of the
project as are to be possessed or used by AUTHORITY, provided that failure to list any item of work
shall not relieve CONTRACTOR of responsibility for compliance with the terms of this Agreement.
Such possession or use shall not be deemed an acceptance of any work under this Agreement. While
AUTHORITY has such possession or use, CONTRACTOR shall be relieved of the responsibility for the
loss or damage to the work resulting from AUTHORITY's possession or use. If such prior possession
or use by AUTHORITY delays the progress of the work or causes additional expense to
CONTRACTOR, an equitable adjustment in the Agreement price or the time of completion will be made
and the Agreement shall be modified in writing accordingly.

**ARTICLE 62. PROHIBITED INTERESTS**

A. CONTRACTOR covenants that, for the term of this Agreement, no director, officer or
employee of AUTHORITY, during his/her tenure in office or for one (1) year thereafter, shall have any
interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegates to the Congress of the United States shall have any interest,
direct or indirect, in this Agreement or the benefits thereof.

**ARTICLE 63. PROTEST PROCEDURES**

A. The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator/Buyer responsible for this procurement. Any protest filed by the vendor in connection with this solicitation must be submitted in accordance with the Authority’s written procedures.

**ARTICLE 64. DEBARMENT & SUSPENSION: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

A. CONTRACTOR and all lower tier participants certify, under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated herewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily exclusion, or determination of ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exception to this certifications must be disclosed to the AUTHORITY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR or lower tier responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

**ARTICLE 65. LOBBYING**

Vendors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying”. Each tier certifies to the above that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or

**ARTICLE 66. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-2-1475 to be executed on the date first above written.

CONTRACTOR

By ______________________________

License No:

ORANGE COUNTY TRANSPORTATION AUTHORITY

By ______________________________

Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By ______________________________

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By ______________________________

Jim Beil, P.E.
Executive Director, Capital Programs

Date ______________________________

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SECTION VI

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LEGAL RESPONSIBILITIES AND RELATIONSHIPS

GC-1 Applicable Law and Jurisdiction

This Contract incorporates provisions required by the laws of the State of California and the Federal Government. It shall be the CONTRACTOR's responsibility to determine the applicability of State and Federal laws, rules and regulations to the work to be performed under this Contract.

This Contract shall be governed by California law. Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of Orange County, California.

GC-2 Compliance with Laws and Regulations

The CONTRACTOR shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subcontractors of any tier, to observe and comply with all applicable Federal, State, and local laws, regulations, and policies.

If the contract to be awarded is subject to a financial assistance contract between the AUTHORITY and the U.S. Department of Transportation and/or the Federal Highway Administration (identified in the Invitation for Bids), the CONTRACTOR shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subcontractors of any tier, to observe and comply with all applicable terms and conditions prescribed for third party contracts by the U.S. Department of Transportation (DOT) and/or the Federal Highway Administration (FHA).

GC-3 Terms and Definitions

Whenever in the Special Conditions, General Conditions, Specifications, Plans and other Contract Documents the following terms are used, unless the context otherwise requires, the intent and meaning shall be interpreted as follows. Capitalization of the terms shall have no effect on the intent of the meaning.

Acceptance: The formal written acceptance by AUTHORITY of an entire contract or portion of the work that has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved.

AUTHORITY: The Orange County Transportation Authority

Bidder: Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Calendar Day: A calendar day shall be any day including all legal holidays, Saturday and Sunday.

City: The city where the project is located and that will accept the project improvements within its boundaries.

Contract or Agreement: The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. Supplemental Agreements are written agreements covering alterations, amendments or extensions to the contract and include contract change orders.

Contract Completion Date: The calendar date established by adding the Time for Completion of the Work to the First Charged Day.

Contract Documents: All documents described and defined in the Agreement as contract documents.
**Contract Time**: The time specified for completion of the Work.

**CONTRACTOR**: The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the Orange County Transportation Authority.

**Day**: Unless otherwise designated, day, or days, as used in the specifications will be understood to mean calendar day.

**Department**: Orange County Transportation Authority (AUTHORITY).

**Departments or Officers**: Wherever departments or officers are referred to herein, the comparable Orange County Transportation Authority departments or officers are meant thereby for the purpose of these Contract Documents.

**Detour**: A temporary route for traffic around a closed portion of a road or work.

**Disadvantaged Business Enterprise (DBE)**: Wherever the term Disadvantaged Business Enterprise or DBE is referred to herein, the following term shall also apply for the purpose of these Contract Documents: Disabled Veterans Business Enterprise (DVBE).

**Drawings or Plans**: The official project plans, standard plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the plans.

**Engineer or Resident Engineer**: Authorized representative of AUTHORITY.

**Federal Agencies**: Whenever, in the specifications, reference is made to any Federal agency or officer, the reference shall be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdiction and authority of the agency or officer mentioned.

**First Charged Day**: The start of the Contract Time.

**Fixed Costs**: Any necessary labor, material and equipment costs directly expended on the item or items under consideration that remain constant regardless of the quantity of the work done.

**Laboratory**: The established independent third-party Laboratory authorized or accepted by the AUTHORITY to test materials and work involved in the contract. A Laboratory may be hired by the CONTRACTOR, the AUTHORITY, or other entities.

**Legal Holidays or Holidays**: Those days designated as holidays by the AUTHORITY. See Special Conditions, Progress Schedule, for a listing of the holidays.

**Limited Notice to Proceed**: Notification to the CONTRACTOR that it can commence with work tasks other than work activities at the project site. A separate Notice to Proceed with Construction will be issued after the Limited Notice to Proceed.

**Liquidated Damages**: The amount prescribed in the contract documents to be paid to AUTHORITY or to be deducted from any payments due or to become due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the contract documents.

**Manual of Traffic Controls**: Refer to the Special Conditions.
Municipality: The City that has jurisdiction over the project or portion of the project.

Notice of Award (NOA): Written notification issued by the AUTHORITY that the AUTHORITY intends to enter into an Agreement with the CONTRACTOR for the construction of the project.

Notice of Claim: Notification sent to AUTHORITY from the CONTRACTOR, of its intent to submit a Claim in accordance with the provisions of GC-68, Claims.

Notice to Proceed with Construction: Notification to the CONTRACTOR that it can commence construction and other work tasks at the project site. The Notice to Proceed with Construction will not be issued until the CONTRACTOR has satisfied all requirements described in the Special Conditions.

OCTA: The Orange County Transportation Authority.

Owner: Use of the term "owner," unless referring to a property owner other than the AUTHORITY, shall mean the AUTHORITY.

Plans or Drawings: The official project plans, standard plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the plans.

Processing: Any operation or operations of whatever nature and extent required to produce a specified material.

Resident Engineer or Engineer: Authorized representative of AUTHORITY.

Right of Way: The whole area that is reserved for and secured for use in constructing the project improvements and its appurtenances.

Shoofly: A detour railroad track.

Special Provisions: The special provisions are specific clauses setting forth conditions or requirements unique to the work. References to these can include AUTHORITY Special Conditions, General Conditions, and Technical Specifications.

Specifications: The directions, provisions and requirements contained in the Contract Documents.

Standard Plans: Refer to the Special Conditions.

Standard Specifications: Refer to the Special Conditions.

State: Use of the term "State," when referring to an approving authority or inspection authority shall mean the Orange County Transportation Authority (AUTHORITY).

State Furnished Materials: Orange County Transportation Authority furnished materials.

Work: All the work specified, indicated, shown or contemplated in the contract to construct the Improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

Working Day or Work Day: A normal working day; excludes holidays, as defined in the specifications, Saturday and Sunday. Also see GC-30, Time of Completion.
GC-4 Independent Contractor

The CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. The CONTRACTOR shall act as an independent contractor and not as the agent or employee of the AUTHORITY in performing the Contract, maintaining complete control over its employees. Nothing contained in this Contract or any subcontract awarded by the CONTRACTOR shall create any contractual relationship between any such subcontractor and the AUTHORITY, and the CONTRACTOR shall perform all work in accordance with its own methods subject to compliance with the Contract.

GC-5 Permits, Licenses, Fees and Notices

As specified in the Special Conditions, or as otherwise required by law, the CONTRACTOR shall, before beginning any work which requires a permit or similar authorization, secure and pay for all necessary licenses, fees, bonds, charges, inspections, customs or import duties, permits, and similar authorizations from all governmental authorities required to fulfill the Contract requirements and the CONTRACTOR's obligations.

Contractors are required by law to be licensed in the State of California and are regulated by the Contractors State License Board. Any questions related thereto may be referred to the Registrar of the Board whose address is:

Contractors State License Board
1020 N Street
Sacramento, CA 95814

GC-6 Nondiscrimination

The CONTRACTOR shall comply with the provisions of the California Labor Code in effect on the bid advertisement date.

In the performance of this Contract, the CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40), and the denial of family care leave. CONTRACTOR and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable California regulations promulgated thereunder in effect on the bid advertisement date and as subsequently modified by law. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract. The CONTRACTOR and its subcontractors 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 this clause.

GC-7 Not Used
GC-8  Labor Provisions

If the construction contract to be awarded is subject to a financial assistance contract between the AUTHORITY and the U.S. Department of Transportation and/or the Federal Highway Administration (identified in the Invitation for Bids), the CONTRACTOR shall, in addition to the Labor Provisions specified herein, also comply with the labor provisions described in EXHIBIT H of the Agreement, which contains the FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.

If the construction contract to be awarded is funded by State of California bonds, it is subject to overview by the California Division of Labor Standard Compliance Monitoring Unit (“CMU”). Pursuant to California Labor Code Section 1171.3, the California Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this contract. In addition to the reporting requirements contained herein, the CONTRACTOR is responsible for complying with all requirements of the CMU, including filing electronic payroll reports. The CONTRACTOR shall also require all of its subcontractors to submit certified payroll records (“CPR”) to the CMU using the CMU’s electronic CPR submission system.

8.1 Safety

Pursuant to the Contract Work Hours and Safety Standards Act and Department of Labor Regulations, no laborer or mechanic working on this Contract shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health and safety as determined under applicable health standards promulgated by the Secretary of Labor.

In addition to the CONTRACTOR’s own safety procedures, and any safety procedures required under Federal, state, or local laws or regulations, including compliance with the provisions of the California Occupational Safety and Health Act and any additional safety requirements contained in the Special Conditions, CONTRACTOR shall implement and enforce all safety requirements that are determined by AUTHORITY to be applicable to the performance of any Work under this Contract.

8.2 Overtime Requirements

Neither the CONTRACTOR nor any subcontractor of any tier shall require or permit any worker to work in excess of eight (8) hours in any day or in excess of forty (40) hours in any work week (defined as seven (7) sequential calendar days) unless such worker receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any day or in excess of forty (40) hours in such work week, whichever is greater. Failure to comply with the preceding requirements shall subject The CONTRACTOR or any subcontractor of any tier to the penalties specified in the California Labor Code.

8.3 Prevailing Wage Rates

Pursuant to appropriate Sections of the Labor Code of the State of California, the Director of the California Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the Work to be performed under this Contract, for straight time, overtime, Saturday, Sunday and holiday work. Said prevailing wage rates have been adopted by the AUTHORITY and are incorporated herein by reference. These wage rates are available through the California State Department of Industrial Relations, http://www.dir.ca.gov/DLSR/PWD/Southern.html. The CONTRACTOR shall post a copy of the prevailing wage rates at the jobsite or material staging area. In addition, minimum wage rates for the region in which the work is to be done have been predetermined by the U.S. Secretary of Labor and are available at the Authority’s Offices or on the internet at www.access.gpo.gov/davisbacon/. If there is a difference in the Federal and State minimum wage rates for similar classifications of labor, the CONTRACTOR and any subcontractor shall not pay less than the highest wage rates.
8.3.1 Workmen employed in the work must be paid at the rates at least equal to the prevailing wage rates as adopted. If CONTRACTOR uses a craft or classification not shown on the prevailing wage determinations, the CONTRACTOR may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of Contract award.

8.3.2 All mechanics and laborers employed or working upon the site of the work will be paid unconditionally, and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts due at time of payment computed at wage rates not less than those specified in the General Wage Determinations referenced in this section regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics; and the wage determination decision shall be posted by the CONTRACTOR at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or cost reasonably anticipated under the Labor Code of the State of California on behalf of laborers or mechanics are considered wages paid by such laborers or mechanics. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

8.3.3 AUTHORITY shall require that any class of laborers or mechanics, including apprentices and trainees, which are not listed in the General Wage Determinations and which are to be employed under this Contract, shall be classified conformably to such wage determinations. In the event the AUTHORITY does not concur in the CONTRACTOR's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by the recommendation of the AUTHORITY, shall be referred to the State Director of Industrial Relations for determination.

8.3.4 AUTHORITY shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the CONTRACTOR is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the AUTHORITY, shall be referred to the State Director of Industrial Relations for determination.

8.3.5 All disputes concerning the payment of wages or the classification of workers under this Agreement shall be promptly reported to the AUTHORITY.

8.4 Liability for Unpaid Wages
In the event of any violation of the clause set forth in the Department of Labor Regulations, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. Pursuant to section 1775 of the Labor Code of the State of California, in the event that any workman employed on this public works project is paid less than the amount specified in the General Prevailing Wage Determinations or less than is required, relative to overtime, the CONTRACTOR and any subcontractor responsible therefore shall be liable to the affected workman for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the State of California or the AUTHORITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual workman found to be underpaid and shall be in the amount of $50 per calendar day that a workman was underpaid.

8.5 Withholding for Unpaid Wages and Liquidated Damages
The AUTHORITY may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be
determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the Department of Industrial Relations.

8.6 Travel and Subsistence Payments

Pursuant to Labor Code, the CONTRACTOR shall be liable for travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with the provisions of Labor Code.

8.7 Retention and Submission of Labor Records

In the performance of the work specified in this Contract, the prime CONTRACTOR shall be responsible for compliance with California Labor Code pertaining to payroll records. CONTRACTOR and all of its subcontractors of any tier shall maintain all payrolls and basic payroll records during the course of the work and shall preserve them for a period of four (4) years from the completion of the Contract. Such records shall contain the names of all employees, their address, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available by the CONTRACTOR or any of its subcontractors of any tier for inspection, copying, or transcription by authorized representatives of the AUTHORITY or the Department of Labor, and the CONTRACTOR or any of its subcontractors of any tier shall permit such representatives to interview employees during working hours on the job.

8.7.1 Weekly Submission of Certified Payroll Records

The CONTRACTOR will submit weekly a copy of all payrolls to the AUTHORITY as required in these "Labor Provisions." The copy shall be accompanied by a statement signed by the employer or its agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the State Director of Industrial Relations and that the classifications as set forth for each laborer or mechanic conform to the work performed. A submission of the "Weekly Statement of Compliance," which is required under this Contract, shall satisfy this requirement. The prime CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The CONTRACTOR will make the records required under the labor standard clauses of the contract available for the inspection by authorized representatives of the AUTHORITY, and will permit such representatives to interview employees during working hours on the job.

a. The AUTHORITY shall obtain from the CONTRACTOR and each subcontractor a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Following a review by the AUTHORITY for compliance with State and Federal labor laws, the payroll copy shall be retained at the project site for later review, if required by other agencies.
b. CONTRACTOR may use the State of California, "Optional Payroll Form," which provides for all the necessary payroll information and certifications.
c. If, on or before the 20th of the month, the CONTRACTOR has not submitted satisfactory payroll records covering its work and the work of all subcontractors for all payroll periods ending on or before the 6th of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to 10% (but not less than $1,000 or more than $10,000) shall be deducted from the progress payment estimate. Deductions will be made separately for each estimate period in which a new delinquency appears and will be continued until payrolls have been submitted.
d. If the CONTRACTOR employs apprentices or trainees under approved programs, it shall include a notation on the first weekly certified payrolls submitted to the AUTHORITY that their employment is pursuant to an approved program and shall identify the program.

In addition to the reporting requirements contained herein, the CONTRACTOR is responsible for complying with all requirements of the California Division of Labor Standard Compliance Monitoring Unit ("CMU") as applicable to the project, including the filing electronic payroll reports weekly. The CONTRACTOR shall also
require all of its subcontractors to submit certified payroll records (“CPR”) to the CMU using the CMU’s electronic CPR submission system. “How to file” information may be obtained from the State’s Department of Industrial relations website:


8.7.2 Final Labor Summary. The CONTRACTOR and each subcontractor shall furnish to the AUTHORITY, upon the completion of the contract, a summary of all employment, indicating for the completed project, the total hours worked and the total amount earned.

8.7.3 Final Certificate. Upon completion of the contract, the CONTRACTOR shall submit to the AUTHORITY, with the voucher for a final payment for any work performed under the contract, a Certification concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the following form:

The undersigned, CONTRACTOR on ______________________________________________ (Contract No.)

erectly certifies that all laborers, mechanics, apprentices and trainees employed by the Contractor or by a subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

__________________________________________________________________________

Signature and Title

8.8 Employment of Apprentices and Trainees

In the performance of the work specified in this Contract, the prime CONTRACTOR shall be responsible for compliance with California Labor Code pertaining to the employment of registered apprentices and trainees by it and its subcontractors.

If the construction contract to be awarded is subject to a financial assistance contract between the AUTHORITY and the U.S. Department of Transportation and/or the Federal Highway Administration (identified in the Invitation for Bids), the CONTRACTOR shall, in addition to the Apprentice and Trainee provisions specified herein, also comply with the Apprentice and Trainee provisions described in EXHIBIT H of the Agreement, which contains the FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.

8.8.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program as defined in section 1777.5 of the Labor Code of the State of California. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the State Director of Industrial Relations for the classification of work he actually performed. The CONTRACTOR or subcontractor will be required to furnish to the AUTHORITY or the State Director of Industrial Relations written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman's rate contained in the applicable wage determination).

8.8.2 Trainees. Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to or individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of
trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate which is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The CONTRACTOR or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR, Part 30.

8.9 Subcontracts
The CONTRACTOR shall insert in all of its subcontracts the clauses set forth in this GC-8, Labor Provisions, and also a clause requiring its subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this GC-8, Labor Provisions. Pursuant to the Public Contract Code, the CONTRACTOR is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to the California Labor Code.

GC-9 Hazardous Materials
The CONTRACTOR shall submit Cal-OSSA Material Safety Data Sheets (MSDS) no later than ten (10) days after Notice to Proceed for all hazardous materials that it intends to bring onto the project site, including but not limited to: asphalts, solvents, adhesives, epoxy resins, roofing, sealants and bonding agents. If the CONTRACTOR later determines that it needs to bring hazardous materials onto the project site, it shall submit the MSDS no later than ten (10) days before the material's planned use.

Refer to the Special Conditions, Technical Specifications and Plans for project-specific requirements regarding hazardous materials.

9.1 Aerially Deposited Lead
Aerially Deposited Lead is defined as lead deposited within the unpaved areas of the project Right of Way, primarily due to vehicle emissions. Materials with total levels of lead greater than the Total Threshold Limit Concentration (TTLC), or solubility levels as established by the California Waste Extraction Test (WET) greater than the Solubility Threshold Limit Concentration (STLC) established by the California Code of Regulations shall be considered hazardous pursuant to the California Code of Regulations. The materials with aerially deposited lead are not regulated under the Federal Resource Conservation and Recovery Act (RCRA).

Provisions of this section shall be made a part of every subcontract executed pursuant to this contract. Excavation, transportation, placement and handling of soils containing aerially deposited lead shall result in no visible dust. The CONTRACTOR shall have a water truck available at all times while performing earthwork, excavation or grubbing activities in work areas containing aerially deposited lead at hazardous levels.

Once the CONTRACTOR has completed the placement of materials containing aerially deposited lead, in accordance with the plans, as specified herein and in the special conditions and technical specifications, the CONTRACTOR shall have no responsibility for such materials in place and shall not be obligated for further cleanup, removal or remedial actions for such materials.
Excavation, reuse, and disposal of material with aerially deposited lead shall be in accordance with all rules and regulations of agencies including, but not limited to, the following:

- United States Department of Transportation (US DOT)
- United States Environmental Protection Agency (USEPA)
- California Department of Health Services (DHS)
- California Environmental Protection Agency (Cal EPA)
- Department of Toxic Substances Control (DTSC)
- Regional Water Quality Control Board (RWQCB)
- South Coast Air Quality Management District (SCAQMD)
- California Division of Occupational Safety and Health Administration (CAL OSHA)

The CONTRACTOR shall prepare a project specific Lead Compliance Plan to prevent or minimize exposure to potentially hazardous levels of lead, and submit the Plan to the Engineer at least fifteen (15) days prior to beginning any work in areas containing Aerially Deposited Lead. The CONTRACTOR's attention is directed to the California Code of Regulations and the Occupational Safety and Health Guidance Manual published by National Institute of Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), and USEPA for elements of the site safety plan. The Health and Safety Plan shall contain as a minimum but not be limited to: identification of key personnel for the project, job hazard analysis for work assignments, summary of risk assessment, air monitoring plan, personal protective equipment, delineation of work zones on site, decontamination procedures, general safe work practices, security measures, emergency response plans and worker training.

The Lead Compliance Plan shall utilize monitoring and exposure standards based on Construction Standards of the California Code of Regulations and as a minimum shall contain a description of activities, specific means employed to achieve compliance, report of the technology considered, schedule for implementation of the program, a work practice program, administrative control schedule, description of arrangements for information transfer between contractors concerning potential exposure to lead and other relevant information. The Lead Compliance plan shall be approved by the CONTRACTOR's Certified Industrial Hygienist before submission to the Engineer. The plan shall be submitted to the Engineer for review and acceptance at least fifteen (15) days prior to beginning any work in areas containing aerially deposited lead.

Prior to performing any work in areas containing lead, personnel who have no prior training or are not current in their training status, including the AUTHORITY personnel, and the AUTHORITY’s consultant’s personnel, shall complete a safety training program provided by the CONTRACTOR, which meets the requirements of the California Code of Regulations.

Personal protective equipment, training, and medical surveillance required by the CONTRACTOR's Health and Safety Plan shall be supplied to the AUTHORITY personnel by the CONTRACTOR.

Full compensation for the Lead Compliance Plan including furnishing all the labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan, including paying a Certified Industrial Hygienist, and for providing personal protective equipment, training and medical surveillance, as specified in these special conditions, and as directed by the Engineer shall be considered as included in the prices paid for the various items of work and no additional compensation shall be allowed therefor.

9.2 Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the CONTRACTOR encounters materials which the CONTRACTOR reasonably believes to be asbestos or a hazardous substance as defined in the California Code of Regulations, and the asbestos or hazardous substance has not been rendered harmless, the CONTRACTOR may continue work
in unaffected areas reasonably believed to be safe. The CONTRACTOR shall immediately cease work in
the affected area and report the unanticipated condition to the Engineer in writing.

Pursuant to California Health and Safety Code, a DTSC certified waste hauler must transport hazardous
waste to an appropriate waste disposal facility. Waste profiling and manifesting shall conform to the
requirements in accordance with Health and Safety Code.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of
way delay and the CONTRACTOR will be compensated for the delay in conformance with the provisions in
GC-32, Excusable Delays and Extension of Time.

9.3 Discovery of Hazardous Materials

In the event underground tanks, vaults, or hazardous materials not indicated to be removed are
encountered during prosecution of the Work, CONTRACTOR shall immediately, and before disturbing such
conditions, notify the AUTHORITY in writing of such discovery.

The AUTHORITY shall promptly investigate the conditions, and if it finds the conditions to be materially
different or to involve hazardous waste, and cause a decrease or increase in the CONTRACTOR’s cost of,
or the time required for, performance of any part of the work, AUTHORITY shall issue a Change Order
under the procedures described in GC-65, Change Requests and Change Directives and GC-66, Change
Order. Any suspension of Work shall be administered in accordance with the provisions of GC-69,
Suspension of the Work. If a dispute arises between the AUTHORITY and the CONTRACTOR whether the
conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the
CONTRACTOR’s cost of, or time required for, performance of any part of the work, the CONTRACTOR
shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed
with all work to be performed under this Contract; provided, however, the CONTRACTOR shall retain any
and all rights provided either by contract or by law which pertain to the resolution of disputes and protests
between the contracting parties.

Material that the CONTRACTOR believes may be material that is hazardous waste as defined in the Health
and Safety Code, and that is required to be removed by the AUTHORITY, shall be transported to a Class I,
II or III disposal site in accordance with the provisions of existing law.

GC-10 Storm Water Pollution Prevention Plan

Unless other requirements are specified in the Special Conditions and the Technical Specifications, the
CONTRACTOR shall comply with the provisions of the National Pollutant Discharge Elimination System
(NPDES) Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with
Construction Activity applicable to the project. A copy of the permit may be obtained from the AUTHORITY.

The AUTHORITY, as lead agency overseeing the site where the subject construction activity will occur, is
responsible for obtaining coverage under the Permit. For this purpose the AUTHORITY will submit a
completed Notice of Intent form, prior to initiation of construction, to the California State Water Resources
Control Board, and pay the applicable fee.

The NPDES Permit requires development of a Storm Water Pollution Prevention Plan (SWPPP) for the
construction site. CONTRACTOR shall prepare and submit a SWPPP for the subject site to the
AUTHORITY for review and acceptance within five (5) working days after the Limited Notice to Proceed,
and a minimum of ten (10) working days prior to commencing physical work at the project site. The
CONTRACTOR shall clearly identify the subcontractors and the manner in which the CONTRACTOR will
ensure their compliance with the approved SWPPP. The AUTHORITY will provide review comments within
ten (10) working days of receipt of the CONTRACTOR’s SWPPP. The CONTRACTOR shall make any
necessary revisions and return a final SWPPP and a completed Notice of Intent form to the AUTHORITY
within two (2) working days of receipt of the AUTHORITY’s comments. The final SWPPP and a completed
Notice of Intent form documents shall be in conformance with the requirements and conditions set forth in the NPDES Permit. The Notice to Proceed with Construction will not be issued by the AUTHORITY without the written approval of the CONTRACTOR's SWPPP by the AUTHORITY.

The CONTRACTOR shall identify in the SWPPP the specific Best Management Practices (BMP) it proposes to use in connection with the performance of Work under this Contract. The CONTRACTOR shall use applicable BMPs included in the California Storm Water Best Management Practice Handbook for Construction Activity, prepared by the California State Water Resources Control Board, in effect on the bid advertisement date.

The CONTRACTOR shall keep a copy of the approved SWPPP on site at all times and shall make it available to governing officials. The CONTRACTOR shall amend and submit for AUTHORITY review and approval the SWPPP whenever there is a change in construction operations, or in storm water conditions affect the discharge of pollutants into surface waters, groundwater, or storm sewer systems.

The CONTRACTOR is advised that preparation and implementation of an approved SWPPP does not relieve the CONTRACTOR of compliance with other State, County, and local governments' regulations including those relating to storm water management or non-point source runoff controls.

**GC-11 Tree Removal**

During performance of Work under this Contract, The CONTRACTOR shall adhere to the tree removal policy of the jurisdiction within whose boundaries the Work takes place. Trees which are required to be removed in order to construct the project will be shown on the plans and jointly marked in the field by the AUTHORITY and the CONTRACTOR, as trees to be removed. These will be the only trees whose removal by the CONTRACTOR shall be permitted by the terms of the Contract and the costs therefor shall be deemed to be included in the appropriate pay items of the Contract. Trimming or removal of any trees not specifically designated on the plans shall only be allowed upon review, conditioning and approval by the AUTHORITY.

Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the CONTRACTOR's operations, shall be examined by a certified arborist to determine if the tree, shrub or plant will recover with treatment or must be removed and replaced. The arborist will be retained by the AUTHORITY for consultation and determination of appropriate action. Any required treatment of the tree, shrub or plant, and the cost of the arborist will be paid for by the CONTRACTOR. In the event that the arborist recommends removal and replacement, and no jurisdictional tree, shrub or plant replacement policy is applicable, the CONTRACTOR shall replace existing trees, shrubs, and other plants in accordance with the following:

- The minimum size of the tree replacement for an 18-inch or larger diameter tree removed shall be four (4) 24-inch box trees, and two (2) 24-inch box trees for each tree removed between 12 and 18 inches in diameter. All other trees removed shall be replaced by one 15-gallon tree at a ratio of 1:1. Existing tree dimensions shall be measured at a height of 48 inches above existing ground level. If the removed trees cannot be measured, the Engineer shall make the size determination.

- The minimum size of shrub replacement shall be one 15-gallon plant for each shrub removed.

- Replacement ground cover plants shall be from flats and shall be planted 12 inches on center.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed prior to Final Inspection. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition until acceptance.
Damaged or injured plants shall be removed and disposed of outside the limits of work in accordance with the provisions in GC-51, Disposal of Materials. At the option of the AUTHORITY, removed trees and shrubs (except those which are diseased) may be reduced to chips. The AUTHORITY may direct that such chipped material be spread within the limits of work at locations designated by the AUTHORITY at no additional cost to AUTHORITY.

**GC-12 Archaeological / Historical Discoveries**

If this project has been designated in the Invitation to Bidders as an archaeological sensitive project, refer to the Special Conditions.

Should any archaeological or historical artifacts or skeletal material be discovered or unearthed during construction activities, all work within ten (10) yards of the find shall be halted. The CONTRACTOR shall immediately notify the AUTHORITY, and the AUTHORITY will initiate procedures in accordance with State Law (California Public Resources Code Health and Safety Code, and Orange County Ordinances). Construction activities within ten (10) yards of the find shall remain halted until authorization is obtained from the AUTHORITY that construction in the vicinity of the find may resume.

In the event of work suspension pursuant to this section, the CONTRACTOR shall, within twenty-four (24) hours, notify the AUTHORITY of the costs involved resulting from said work stoppage. The CONTRACTOR shall maintain a log of each such stoppage of work, setting forth the date and time of notification of work stoppage, date and time of actual cessation of operations in the area, and date and time of commencement of operations and costs incurred herein. The CONTRACTOR shall submit a request for reimbursement of such costs within seventy-two (72) hours thereof and shall notify the AUTHORITY of the anticipated amount of the added cost claim within twenty-four (24) hours of said work suspension. In the event of work suspension thereunder, the CONTRACTOR shall exert all reasonable efforts to otherwise utilize labor and equipment affected by the suspension in other portions of the project.

**GC-13 Not Used**

**GC-14 Patent Rights**

Any discovery or invention which is an integral part of the items being furnished under this Contract, as well as all information, design, specifications, data and findings which arise or are developed in the course of performing the work under this Contract, shall become the property of the AUTHORITY.

**GC-15 Intellectual Property, Copyright and Patent Infringement**

CONTRACTOR, upon the AUTHORITY's request, shall defend the AUTHORITY and the Municipality against any claim against the AUTHORITY and/or Municipality for patent, copyright, trademark, trade secret, or other intellectual property infringement based upon the AUTHORITY's or Municipality's use of any work, goods, or services provided by the CONTRACTOR pursuant to this Contract. If the AUTHORITY requests the CONTRACTOR to defend against such claim, CONTRACTOR shall hold the AUTHORITY and the Municipality harmless from, and indemnify the AUTHORITY and the Municipality for, any liability arising from the claim. This obligation shall not apply when the alleged infringement arises entirely from modification of the work, goods, or services by the AUTHORITY or Municipality without the CONTRACTOR's approval.

**GC-16 Rights in Technical Data**

The AUTHORITY shall have the right to use, duplicate or disclose, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to use: Any manuals, instructional materials prepared for installation, operation, maintenance or training purposes and technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance...
requirements ("form, fit and function" data; e.g., specification control drawings, catalog sheets, outline drawing). The term Technical Data as used herein means technical writing, sound records, pictorial reproductions, drawings, or other graphic representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, costs analyses, and other information incidental to contract administration.

For copyrighted material, the CONTRACTOR agrees to and does hereby grant to the AUTHORITY, and to their officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license for the AUTHORITY to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to use, all Technical Data now or hereafter covered by copyright.

No such copyrighted matter shall be included in Technical Data furnished hereunder without written notice of the copyright owner granting the AUTHORITY consent to use such copyrighted matter in the manner above described.

The CONTRACTOR shall report to the AUTHORITY promptly and in reasonable written detail each notice or claim of copyright infringement received by the CONTRACTOR with respect to any Technical Data delivered hereunder.

The AUTHORITY reserves the right to use the design and the tooling developed for the furnishing of equipment under this Contract in future contracts based on this specification. The CONTRACTOR shall maintain design data, including drawings, layouts, and any relevant engineering data, and all necessary tooling in good order for a minimum of four (4) years after final acceptance of the last items furnished under this Contract, and shall transfer that data, including tooling, to the AUTHORITY upon request at no cost to the AUTHORITY. All plans, drawings, diagrams, schematics, and specifications shall become the property of the AUTHORITY, unless otherwise designated by the AUTHORITY.

**GC-17 Ownership of Work and Material**

The AUTHORITY shall own all materials, work in progress, and finished goods produced by the CONTRACTOR pursuant to this Contract, for which progress payments have been made and which have been satisfactorily delivered to a designated area. Such ownership shall be free of all encumbrances, or, if it is not, the AUTHORITY may obtain a priority lien secured pursuant to appropriate sections of the Uniform Commercial Code and other applicable state laws or local ordinances to secure its title rights. Nevertheless, the CONTRACTOR shall be responsible for risk of loss for those items of Work for which the CONTRACTOR has care, custody and control, until Final Acceptance.

Unless otherwise specifically provided in this Contract, the CONTRACTOR shall provide and pay for materials, equipment, tools, utilities, transportation, and other facilities and services necessary for the prosecution of the Work provided for in this Contract. The CONTRACTOR shall submit to the AUTHORITY a "Final Release of All Liens and Claims" as a condition precedent to receiving final payment under this Contract.

**GC-18 Title and Risk of Loss**

Unless otherwise provided for, title to the Work and risk of loss shall pass to the AUTHORITY upon final acceptance of the Work, and the CONTRACTOR shall furnish or execute all necessary documents of title at that time.

**GC-19 Assignment and Delegation**

The CONTRACTOR shall not assign any of its rights or delegate any of its responsibilities under this Contract without the prior written consent of the AUTHORITY.
GC-20 Subcontracts

The CONTRACTOR shall be fully responsible and liable for the products and actions of all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. The CONTRACTOR shall provide all necessary plans, specifications, schedules, and instructions to its suppliers and subcontractors to enable them to properly perform their work. The CONTRACTOR shall submit executed copies of all subcontracts entered into pursuant to this Contract to the AUTHORITY within sixty (60) calendar days from issuance of a Notice to Proceed, and within thirty (30) calendar days after subcontract formation if the subcontract is entered into after the initial 60-day period.

GC-21 Waiver and Non-waiver

A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. The AUTHORITY's acceptance of goods, or services or payment under this Contract, shall not preclude the AUTHORITY from recovering against the CONTRACTOR or the CONTRACTOR's surety for damages due to the CONTRACTOR's failure to comply with this Contract.

GC-22 Antitrust Claims

In entering into a public works contract, or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR agrees to assign to the awarding body all rights and title to, and all interest in all causes of action it may have under Section 4 of the Clayton Act, or under the Cartwright Act, arising from the purchases of goods, services, or materials pursuant to the public works contracts or subcontracts. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

GC-23 Stop Notices

The AUTHORITY will withhold payments otherwise due the CONTRACTOR in order to satisfy Stop Notices which have been properly filed, in accordance with the requirements of California Civil Code regarding Stop Notices. The CONTRACTOR shall include this GC-23 Stop Notices provision in all subcontracts and similar documents entered into by CONTRACTOR for the performance of Work under this Contract.

GC-24 Authorized Representatives

24.1 CONTRACTOR's Representative

The CONTRACTOR shall designate, in writing, before starting work, an Authorized Representative who, during performance of the Contract, shall have full authority to act on the CONTRACTOR's behalf in all matters within the scope of this Contract.

Said authorized representative, or his/her designee, shall be present at the site of the Work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to AUTHORITY shall be made for any emergency work that may be required.

Whenever said authorized representative is not present on any particular part of the Work where AUTHORITY may desire to give direction, orders will be given by AUTHORITY, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular work in reference to which the orders are given.
Except as hereinafter provided, all orders by AUTHORITY shall be given in writing. Those not so given shall be considered to be invalid and not binding. Emergency conditions dealing with safety of persons and protection of property are excepted, and such oral directions will be confirmed in writing as soon as possible, and shall be immediately complied with by CONTRACTOR.

24.2 AUTHORITY’s Representative

AUTHORITY will designate, in writing, an Authorized Representative to be its formal contact between AUTHORITY and CONTRACTOR. Said Authorized Representative will be responsible for all matters relating to the execution of work within the scope of this Contract and will decide all questions which may arise as to the quality or acceptability of the Work and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of plans and specifications; all questions as to the acceptable fulfillment of the Contract on the part of CONTRACTOR; and all questions as to compensation for work performed.

Matters regarding the terms and conditions of this Contract shall be the responsibility of AUTHORITY’s Authorized Representative.

24.3 Notification and Delegation

Written notification to the other party shall be provided, in advance, of changes in the name or address or the scope of authority vested in such Authorized Representative.

Each Authorized Representative may, from time to time, delegate to other named individuals certain authority and responsibilities. The names of such individuals, the scope of their authority and responsibility, and the designation of their titles will be communicated to the other party in writing.

The designation and introduction of the Authorized Representatives of the parties and their delegates as outlined above shall take place at the pre-construction meeting as specified in GC-26, Pre-Construction Meeting.

GC-25 Notices and Communications

25.1 Notices and Communications

All notices and other communications concerning this Contract shall be written in English, shall bear the number assigned to this Contract by AUTHORITY and shall follow AUTHORITY’s correspondence format and reference system. Notices and other communications may be delivered personally, by private package delivery, by FAX, or by regular, certified, or registered mail.

The names of the authorized representatives for each of the parties and their addresses to which communications and correspondence should be delivered will be established and made known to the other party at the pre-construction meeting as specified in GC-26, Pre-Construction Meeting.

A notice to AUTHORITY will be effective only if it is delivered to AUTHORITY’s Authorized Representative at the address to be made known to CONTRACTOR at the pre-construction meeting as specified in GC-26, Pre-Construction Meeting.

A notice to CONTRACTOR will be effective only if it is delivered to CONTRACTOR’s Authorized Representative at the address to be made known to AUTHORITY at the pre-construction meeting as specified in GC-26, Pre-Construction Meeting.

The AUTHORITY shall be the CONTRACTOR’s single point of contact for administration of the Contract. Unless otherwise instructed by AUTHORITY, all submissions requiring approval shall be submitted to AUTHORITY and AUTHORITY will forward the submission to the appropriate reviewing authority. All specified “notices” to the City or other agencies shall be provided to the AUTHORITY’s authorized representative and AUTHORITY will forward the notice to the appropriate authority.
When the Specifications, Plans or Special Conditions require that the CONTRACTOR “coordinate with” or “contact” a property owner, other agency, City, railroad owner or operator, utility company, or any other third party, or representatives of those other entities, the CONTRACTOR shall first contact the AUTHORITY’s Authorized Representative, who will facilitate the communications with the other entities, will arrange meetings, and coordinate inspections and interface between the other entity and the CONTRACTOR.

Any notice document or other submission identified to be submitted to a property owner, other agency, City, railroad owner or operator, utility company, or any other third party, shall be submitted to the Resident Engineer, who will forward the notice document or submittal to the other entity, and who will return the response to the CONTRACTOR. When scheduling its work, the CONTRACTOR shall add seven (7) days to any specified time frames for submissions of notices or submittals to other entities for the AUTHORITY’s Authorized Representative to facilitate the document submission or notice.

The CONTRACTOR is required to provide notice to the Engineer sufficiently in advance of the CONTRACTOR’s work and within the time limits described by the contract documents. When a coordination notice provision indicates a minimum number of days notice prior to an event, the CONTRACTOR shall submit to the Engineer the written notice no sooner than ten (10) days prior to the notice deadline and no later than the deadline. Notices must be provided timely; not too early, and not late. Notifications must be provided for each specific coordination event. A “blanket” notification for all items affecting different third-parties, or one notification for multiple work coordination items, is not acceptable. Each notice must be specific as to the nature of work or coordination task, and shall identify by name the entity that is affected.

If the planned event is re-scheduled by the CONTRACTOR, the CONTRACTOR shall submit to the Engineer a revised written notice prior to the deadline, or assume the risk that the re-scheduled coordination event date may not be able to be met by the third party.

25.2 Drawing / Plan Clarifications

The AUTHORITY, in response to an inquiry from CONTRACTOR, may provide written instructions consistent with the intent of and reasonably inferable from the contract documents to make certain requirement(s) of the drawings or plans clearly understood. Drawing clarifications / plan clarifications may be sketches, drawings, or in narrative form, and will not change any requirement of the drawings or plans. Responses to CONTRACTOR inquiries shall be as outlined in the GC-25.3, Request for Information, of these General Conditions.

25.3 Request for Information (RFI)

In the event that CONTRACTOR, subcontractor or supplier, at any tier, determines that some portion of the drawings, specifications or other contract documents requires clarification or interpretation by the AUTHORITY, CONTRACTOR shall submit a Request for Information (RFI) in writing to AUTHORITY. Requests for Information may only be submitted by CONTRACTOR and shall only be submitted on the Request for Information form provided by AUTHORITY. CONTRACTOR shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from AUTHORITY. In the Request for Information CONTRACTOR shall set forth its own interpretation or understanding of the requirement along with the reasons why it has reached such an understanding. Each page of the attachments to the RFI shall bear the RFI number and the subcontractor name in the lower right corner. RFIs may be submitted only on regular work days.

AUTHORITY will review all Requests for Information to determine whether they are Requests for Information within the meaning of this Contract. If AUTHORITY determines that the document is not a Request for Information it will be identified as a non-conforming RFI, and returned to CONTRACTOR, unreviewed as to content, for possible resubmittal as the appropriate document required by the subject matter.

Requests for Information shall not be used for the following purposes:
To request approval of submittals,

- To request approval of a substitution,
- To request changes in the work that entail additional cost or propose a credit, or
- To request different methods of performing work than those indicated on the plans and/or specifications.

The CONTRACTOR shall endeavor to keep the number of RFIs to a minimum by thoroughly examining all Plans, Specifications, Change Orders, answered RFIs, Submittals, and prior project-related communications to insure that the requested information does not already exist. RFIs that request information available in the Contract Documents or previously-issued communications will be declared a "non-conforming RFI" and returned unanswered by the AUTHORITY.

Responses to Requests for Information shall be issued within five (5) working days of receipt of the request from CONTRACTOR unless AUTHORITY determines that a longer period of time is necessary to provide an adequate response. If a longer period of time is determined necessary by AUTHORITY, AUTHORITY will, within five (5) working days of receipt of the request notify CONTRACTOR of the anticipated response time. The five (5) working days referred to herein will start on the date stamped received "In From Contractor" by AUTHORITY and depends on the date stamped “Out to Contractor” by AUTHORITY. If CONTRACTOR submits a Request for Information on an activity with five (5) working days or less of float on the current project schedule, CONTRACTOR shall mark the Request for Information as “Critical.” CONTRACTOR shall not be entitled to any time extension due to the time it takes AUTHORITY to respond to such Critical request provided that AUTHORITY responds within the five (5) working days set forth above.

Responses from AUTHORITY will not change any requirement of the Contract documents unless so noted in the response to the Request for Information. In the event CONTRACTOR believes that a response to a Request for information will cause a change to the requirements of the Contract, CONTRACTOR shall immediately give written notice to AUTHORITY in accordance with GC-65 Change Requests and Change Directives, and shall not proceed with the work indicated by the reply to the RFI until authorized to proceed by the AUTHORITY. Failure to give such written notice shall waive CONTRACTOR's right to seek additional time or cost in accordance with Section GC-65.1 of the Contract documents.

Any RFI reply that the CONTRACTOR believes does not adequately answer the question shall be the subject of a new RFI which references the previous RFI reply using the previous RFI number and reply date.

25.4 Improper Use of the RFI Process

If AUTHORITY determines that a submitted RFI is not a Request for Information within the meaning of this Contract, it will be identified as a non-conforming RFI, and returned to CONTRACTOR, unreviewed as to content.

Non-conforming RFIs include:

1. RFIs that do not include a detailed statement of the clarification requested.
2. When the RFI form is used as a CONTRACTOR request for a Change in the Work.
3. When the RFI form is used as a request for additional payment.
4. When the RFI form used to request additional contract time.
5. When the RFI includes multiple unrelated issues in one RFI; instead, use one RFI for each issue.
6. RFIs that request information that is clearly shown on the Plans, Specifications, Change Orders, other Contract Documents, answered RFIs, Submittals, and prior project-related communications.
7. RFIs that request information of an item that is clearly not part of the Contract Work.
8. Questions about coordination of work with the City, the County, a separate contractor, utility company, property owner or other entity.
9. RFIs that request information from the AUTHORITY not related to a clarification or interpretation of the Contract Documents.

Non-conforming RFIs will be processed by the AUTHORITY at the CONTRACTOR's expense. Upon receipt of a non-conforming RFI, the AUTHORITY will return the RFI to the CONTRACTOR unanswered, and will include a notation that the RFI is "non-conforming." Each non-conforming RFI will result in a processing fee of $200.00. The AUTHORITY will determine the number of non-conforming RFIs submitted during the calendar month (or other period), will prepare a deductive Change Order, and will deduct the amount from the CONTRACTOR's next progress payment.

**GC-26 Pre-Construction Meeting**

Prior to issuance of a Notice to Proceed, a pre-construction meeting will be held at a time and place to be designated by notice from the AUTHORITY. At this meeting, detailed procedures will be discussed for handling the following items:

- Authorized Representatives
- Correspondence
- Notices
- Change requests and change directives
- Change orders
- Submittals
- Approvals
- Progress payments
- Schedules
- Community relations
- Coordination with City and utility companies
- Coordination with other agencies
- Inspection plans
- Requests for information (RFI)
- Other pertinent agenda items

**GC-27 Project Meetings**

AUTHORITY will schedule and preside over all meetings (including but not limited to weekly, pre-production, periodic, and special meetings) throughout the progress of the Work. Agendas for the meetings may include, but are not necessarily limited to, discussions of performance observations, problems, conflicts, schedules, delivery schedules, supplier fabrication, quality standards, Contract modifications, and any other topics that AUTHORITY determines to be relevant to the project. CONTRACTOR attendance at these meetings is mandatory.

**GC-28 Publicity Releases**

No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement.

All media and press releases, including graphic display information to be published in newspapers, magazines, on web sites, etc., are to be handled only by AUTHORITY.

The Contractor, its subcontractors and their respective employees are not authorized to release project information of any kind to the public. All public inquiries are to be directed to the AUTHORITY for a response. Information required by duly authorized regulatory agencies shall be handled as described elsewhere in the contract documents.
CONTRACTOR shall not use AUTHORITY’s name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar, internet web site, or other medium without the express written consent of AUTHORITY.

**TIME FOR PERFORMANCE OF WORK**

**GC-29 Notice to Proceed**

CONTRACTOR shall commence performance of Work under this Contract immediately after receipt of the Limited Notice to Proceed issued by AUTHORITY, and shall continuously and diligently prosecute the Work to completion on or before the time or times set forth in the Special Conditions of this Contract. Any work performed or expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of Limited Notice to Proceed shall be entirely at the CONTRACTOR's risk.

A Notice to Proceed with Construction (“NTPC”) will be issued by the AUTHORITY after the CONTRACTOR satisfies all pre-NTPC submission requirements and tasks, specified in more detail in the Special Conditions and other contract documents. No physical work tasks shall be performed at the project site until the CONTRACTOR receives the written NTPC. A 48-hour advance written notice by the CONTRACTOR is required before starting work at the project site.

**GC-30 Time of Completion**

Time is of the essence in this Contract. CONTRACTOR's failure to perform Work, deliver goods, or provide services on time and in accordance with the accepted progress schedule shall be a material breach of this Contract.

Time periods measured in days shall be computed by excluding the day upon which the period begins to run and including the last day of the period unless the last day is Saturday, Sunday, or an AUTHORITY holiday, in which case the period shall run until, and shall include, the next day that is not a Saturday, Sunday, or AUTHORITY holiday. All time periods measured in days shall be based upon calendar days unless specified otherwise.

A “working day” or “work day” is defined to mean any day not a Saturday, Sunday, or AUTHORITY holiday.

**GC-31 Progress Schedule**

CONTRACTOR shall develop and maintain progress schedules in a CPM format identifying the activities and critical events involved in the performance of the Work under the Contract in accordance with the requirements of the Special Conditions, including appropriate and specified tasks performed by AUTHORITY and other parties that affect the CONTRACTOR's Work.

**GC-32 Excusable Delays and Extensions of Time**

Except with respect to defaults of Subcontractors, neither CONTRACTOR nor AUTHORITY shall be considered in default by reason of any failure to perform in accordance with the Contract schedule if such failure arises out of causes beyond the control and without the fault or negligence of the defaulting party.

Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the defaulting party. If the failure to perform of either CONTRACTOR or AUTHORITY is caused by the default of a Subcontractor or a third
party contractor to AUTHORITY, and if such default arises out of causes beyond the control of
CONTRACTOR and/or AUTHORITY, and without the fault or negligence of any of them, neither
CONTRACTOR nor AUTHORITY shall be in default by reason of any such failure to perform. As used
herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) or Supplier(s) to
CONTRACTOR at any tier.

CONTRACTOR, within seven (7) calendar days from the beginning of any such excusable delay, shall
notify AUTHORITY in writing of the causes of delay. AUTHORITY shall ascertain the facts and the extent of
the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such
an extension, and its findings of fact shall be final and conclusive on the parties, subject only to appeal as
provided in section GC-68, Claims. Any such time extensions will not become effective until approved by
AUTHORITY in writing.

**GC-33 Failure to Complete the Work on Time**

If the Work is not completed by CONTRACTOR in the time specified, as that time may be extended as
authorized elsewhere in the Contract, it is understood that AUTHORITY will suffer damage; and, it being
impracticable and extremely difficult to determine the amount of actual damage, it is agreed that
CONTRACTOR shall pay as fixed and liquidated damages, and not as a penalty, the sum set forth in the
Agreement and/or the Special Conditions for each calendar day of delay until the Work is completed and
accepted, and CONTRACTOR and its surety shall be liable for the amount thereof.

**PERFORMANCE OF WORK**

**GC-34 CONTRACTOR's Work Areas**

AUTHORITY will designate space for CONTRACTOR's working, storage, and laydown areas, if available.
CONTRACTOR shall be responsible for all security, utilities and upkeep of such laydown areas and for their
restoration to a condition equal to that which existed when CONTRACTOR began using such areas. Such
restoration shall be complete before final payment is made to CONTRACTOR. If AUTHORITY areas are not
available to CONTRACTOR, CONTRACTOR shall be responsible for furnishing whatever areas it deems
necessary to perform Work under this Contract, at no additional cost to AUTHORITY.

CONTRACTOR shall confine its equipment, storage of materials, and construction operations to such limits
as may be directed by AUTHORITY and shall not unreasonably encumber the premises and roads with its
materials and equipment. CONTRACTOR shall enforce the instructions of AUTHORITY regarding signs,
advertising, fires, cautionary or warning signs and signals, barricades, and smoking, and shall require all
persons employed on the Work to comply with all building or institutional regulations, vehicle, street and
highway codes while on the premises and roads.

The highway, roadway and railroad right of ways shall be used only for purposes that are necessary to
perform the required work. The CONTRACTOR shall not occupy the right of way, or allow others to occupy
the right of way, for purposes that are not necessary to perform the required work.

No County-, City-, Railroad- or AUTHORITY-owned parcels adjacent to the right of way are available for the
exclusive use of the CONTRACTOR, except those within the project limits as indicated in the Plans. The
CONTRACTOR shall secure, at the CONTRACTOR's own expense, areas required for plant sites, storage
of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the CONTRACTOR. However, temporary storage of equipment and materials on project site may be arranged with the AUTHORITY, subject to the prior demands of City or Railroad maintenance forces and to other contract requirements.
Use of the CONTRACTOR's work areas and other property shall be at the CONTRACTOR's own risk, and the County, City, Railroad or the AUTHORITY shall not be held liable for damage to or loss of materials or equipment located within such areas.

The CONTRACTOR shall obtain encroachment permits and/or written agreements prior to occupying parcels outside the contract limits and shall provide the AUTHORITY with a copy of those permits and/or written agreements with the property owners prior to use.

Residence trailers or motor homes will not be allowed within the project site.

The CONTRACTOR shall secure, at the CONTRACTOR's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the CONTRACTOR within the contract limits, or at the sites designated on the plans outside the contract limits.

The CONTRACTOR shall remove equipment, materials, and rubbish from the work areas and other property that the CONTRACTOR occupies. Upon project completion, the CONTRACTOR shall leave the areas in a presentable condition in conformance with the provisions in GC-53 Final Clean Up and GC-55 Final Inspection and Acceptance of the Work.

**GC-35 Construction Operations**

35.1 Temporary Construction Facilities and Utilities

CONTRACTOR shall furnish all temporary construction facilities, utilities, and services that are necessary to prosecute the Work. This includes, but is not limited to, fencing, flagmen, sanitary facilities, security, power, water, and weather protection. CONTRACTOR shall remove all temporary facilities upon completion of the Work or when they are no longer needed for CONTRACTOR's purposes, whichever is earlier.

35.2 Construction Water Conservation

The CONTRACTOR shall, whenever possible and not in conflict with other requirements of the Contract, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged. Water used for construction purposes such as dust control, compaction, cleaning streets, etc., may be reclaimed water.

35.3 Air Pollution Control

The CONTRACTOR shall comply with all air pollution control ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes by authorities having jurisdiction.

All construction equipment and vehicles used on the Project must meet the current requirements of the California Air Resources Board and requirements of other authorities having jurisdiction over air quality standards.

Unless otherwise provided in the Special Conditions or Specifications, material to be disposed of shall not be burned, either inside or outside the project site and right of way.

35.4 Delivery, Unloading and Storage of Materials and Equipment

The CONTRACTOR shall be completely responsible for all delivery, unloading and storage activities required for the completion of work under the contract.

35.4.1 Delivery Requirements. CONTRACTOR shall be solely responsible for all products, equipment and materials delivery to Work site and in off-site storage. The CONTRACTOR shall develop and implement
procedures necessary to ensure protection of products, equipment and materials upon delivery and during
collection. The CONTRACTOR shall:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of
   construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are
   flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that
   products are undamaged and properly protected.

4. Provide MSDS information to the Engineer upon delivery to project site.

5. Determine and comply with manufacturer's instructions and recommendations for product handling.
   Have manufacturer's written instructions and recommendations on hand at the project site and
   make available to the Engineer upon request.

6. Deliver products to Work site in undamaged condition, in manufacturer's original sealed container
   or other packaging system, complete with labels and instructions for handling, storing, unpacking,
   protecting, and installing. Maintain packaged materials with seals unbroken and labels intact until
   time of use. Products will be subject to rejection if they do bear required identification or are
   unsuitably packaged.

35.4.2 Storage and Protection Requirements. CONTRACTOR shall develop and implement procedures
necessary to ensure protection of products, equipment and materials after delivery to Work site.
CONTRACTOR shall be solely responsible for all products stored on site and in off-site storage and shall:

1. Protect stored products from damage.

2. Store products to allow for inspection and measurement of quantity or counting of units.

3. Store materials in a manner that will not endanger any Project structures.

4. Store products that are subject to damage by the elements, under cover in a weather tight
   enclosure above ground, with ventilation adequate to prevent condensation.

5. Determine and comply with product manufacturer's written instructions for handling products.

6. Determine and comply with product manufacturer's written instructions for temperature, humidity,
   ventilation, and weather-protection requirements for storage.

7. Maintain packaged materials with seals unbroken and labels intact until time of use. Products will
   be subject to rejection if they do not bear required identification or are unsuitably packaged.

8. In event of damage, promptly make replacements and repairs to packaging and contents, as
   acceptable to Engineer, at no change in Contract Sum and Contract Time.

GC-36 Character of Workmen and Working Environment

36.1 Character of Workmen

If any Subcontractor or person employed by CONTRACTOR shall appear to AUTHORITY to be
incompetent or to act in a disorderly, improper or unsafe manner, such person shall be discharged
immediately on the request of AUTHORITY, and such person shall not again be employed on the Work.

36.2 Working Environment

CONTRACTOR shall ensure and maintain a working environment free of personal harassment and
intimidation between CONTRACTOR's forces and AUTHORITY employees, City employees and members
of the public at all AUTHORITY project sites and facilities at which CONTRACTOR's forces are assigned to
work. Conduct that creates an intimidating, hostile, or offensive working environment is prohibited. Failure to comply with the above will be considered a material breach of this Contract.

**GC-37 Safety Provisions**

The CONTRACTOR shall promptly and fully comply with, carry out and shall without separate charge therefore to the AUTHORITY enforce compliance with the safety and first aid requirements stated herein, prescribed by applicable laws and regulations and those prescribed by an official or representative charged with the enforcement thereof. The CONTRACTOR shall take such other measures as may be necessary so that work shall be done in a safe manner and that the safety and health of employees and the people of local communities are safeguarded. Compliance with these conditions by subcontractors is the responsibility of the CONTRACTOR.

The CONTRACTOR, its sub-tier contractors, suppliers, and employees have the obligation to comply with all AUTHORITY Health, Safety and Environmental Compliance (HSEC) department requirements, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the AUTHORITY including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.

Observance of repeated unsafe acts or conditions, serious violation of health and safety standards, non-conformance of AUTHORITY health, safety and environmental compliance (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by the CONTRACTOR may be reason for termination for cause, of agreements with the AUTHORITY, at the sole discretion of the AUTHORITY.

37.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. To that end the CONTRACTOR shall:

37.1.1 No later than ten (10) days after receipt of the Notice to Proceed, submit for review the CONTRACTOR's Injury and Illness Prevention Program (CIIPP), which shall be site and task specific, and shall comply with CCR Title 8, 1509 and 3203. CONTRACTOR shall be responsible for overseeing compliance of their Subcontractors' Injury and Illness Prevention Programs. Upon request of the AUTHORITY, a Subcontractor's IIPP shall be provided to the AUTHORITY. Other contract documents may refer to required safety plans as Site Health and Safety Plan, CONTRACTOR Health and Safety Plan, site specific safety plan, or other terms with similar meanings. When those other terms are used, they shall mean the CONTRACTOR's Injury and Illness Prevention Program specified herein.

37.1.2 No later than ten (10) days after receipt of Notice to Proceed, CONTRACTOR shall submit the resume of the full time, qualified Safety Representative(s) who reports directly to the CONTRACTOR's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project. The CONTRACTOR's Safety Representative(s) shall have a minimum of five (5) years heavy construction experience in administering safety programs on heavy construction job sites, the last two of which have been administering safety in the construction discipline for which CONTRACTOR is contracting with the AUTHORITY. The CONTRACTOR's Safety Representative shall possess knowledge equal to a CIH, CSP, CHST or similar professional standing. The CONTRACTOR Safety Representatives(s) shall be on site during all operational hours. The Safety Representative(s) shall set up, carry forward and aggressively and effectively maintain the aforementioned CIIPP covering all phases of the Work. If at any time the CONTRACTOR wishes to replace their Safety Representative(s), the CONTRACTOR must provide written notice thirty (30) days prior to change of personnel to the AUTHORITY. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the AUTHORITY who may be involved. This requirement applies continuously and is not limited to normal working hours.
37.2 Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the CONTRACTOR has received approval from the Engineer of the CONTRACTOR's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan.

The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. Plans shall be submitted before the CONTRACTOR intends to begin excavation for the trench and within the time frames indicated in the Special Conditions and Technical Specifications.

If the plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least three (3) weeks before the CONTRACTOR intends to begin excavation for the trench. Full compensation for furnishing all plans and working drawings shall be considered as included in the prices paid for the contract items of work that the drawings relate and no additional compensation will be allowed therefore.

Excavations and trenches shall be inspected by a “Competent Person” daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded and documentation is to be kept on site and available for review upon request.

Excavations are considered class ‘C’ soil unless documented testing in accordance with 29 CFR 1926.650 and the California Code of Regulations (CCR) Title 8 Standards supports a class ‘B’ soil classification and is confirmed and stamped by California registered professional engineer. In no case will excavations be classified as class ‘A’ soil. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.

37.3 If the CONTRACTOR encounters on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the CONTRACTOR shall immediately stop Work in that area affected and report the condition to the AUTHORITY in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the AUTHORITY and CONTRACTOR if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the AUTHORITY and the CONTRACTOR, or in accordance with a final determination by an Environmental Consultant employed by the AUTHORITY.

The CONTRACTOR shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the Work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the CONTRACTOR. The CONTRACTOR shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the CONTRACTOR allow any Subcontractor, Sub-subcontractor or Supplier or any other person for whose acts the CONTRACTOR or any Subcontractor, Sub-subcontractor or Supplier may be liable, to do so. For purposes of Contract Documents, “hazardous substance” means any substance or material which has been determined or during the time of performance of the Work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.
The CONTRACTOR and Subcontractors of each tier shall provide the AUTHORITY with Material Safety Data Sheets for all materials to be incorporated into or used in the prosecution of the Scope Work to be performed, including commonly used construction materials, which contain any hazardous substance or mixture, including without limitation any chemical listed by the State of California as a chemical known to cause cancer or reproductive harm (as defined in California Health and Safety Code, and all regulations pursuant thereto). The Material Safety Data Sheets shall contain all necessary and legally required information concerning such substances as asphalt's, solvents, adhesives, epoxy resins, roofing sealant and bonding agents, mixtures or chemicals, in a format agreed to by the AUTHORITY or as required by law.

37.4 The CONTRACTOR shall set forth in writing its safety precautions and programs in connection with the Work, which meets or exceeds any and all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupational Safety and Health Act, as amended, California Occupational Safety and Health Act, the Labor Code, and all rules and regulations now or hereafter in effect pursuant to the Act and the requirements of the AUTHORITY.

In the event of conflicting requirements, the more stringent requirement shall govern.

37.5 All Work, whether performed by the CONTRACTOR, or its Subcontractors of all tiers or anyone directly or indirectly employed by any of them, and all equipment, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to all applicable laws, ordinances, rules, regulations, standards and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the California Code of Regulations (CCR) Title 8 Standards, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and CONTRACTOR shall provide, or cause to be provided, each worker on the Project Site the proper safety equipment for the duties performed by that worker and will not permit any worker on the Project Site who fails or refuses to use the same. The AUTHORITY shall have the right, but not the obligation, to order CONTRACTOR to send a worker off the Project Site for the day or to discharge a worker for his or her failure to comply with safety practices.

37.6 The CONTRACTOR shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause. The CONTRACTOR shall protect the property of the AUTHORITY and third parties from loss or damage from whatever cause arising out of the performance of Work and shall comply with the requirements of the AUTHORITY, its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards to:

- Employees on the Work and other persons who may be affected thereby;
- The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
- Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- Solvents, oils and any other substance, which may be harmful to plant life, shall be disposed of in containers and removed from the Site. At completion of the Work, any contaminated soil shall be removed and replaced with soil of equal quality prior to contamination by the CONTRACTOR at no increase in Contract Sum.
37.7 The AUTHORITY may, make periodic patrols of the Project Site as a part of its normal security and safety program. The CONTRACTOR shall not be relieved of its aforesaid responsibilities and the AUTHORITY shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR, as a result of safety patrols by the AUTHORITY.

The AUTHORITY may audit the CONTRACTOR’s safety program for health, safety and environmental compliance at various intervals of the project, at the sole discretion of the AUTHORITY. Elements may include but, are not limited to; OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key CONTRACTOR management personnel, and similar information. The CONTRACTOR shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

37.8 The CONTRACTOR shall be responsible for the payment of all fines levied against the AUTHORITY for safety violations arising from or related to activities over which CONTRACTOR has responsibility under Contract Documents.

37.9 The CONTRACTOR shall give notice in writing, at least forty-eight (48) hours before breaking ground, to all persons having interests on or near the Site, Public Utility Companies, owners of property having structures or improvements in proximity to the Site of the Work, Superintendents, Inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by the CONTRACTOR’s operation, in order that they may remove any obstruction for which they are responsible and have a representative on Site to see that their property is properly protected. Such notice does not relieve the CONTRACTOR of responsibility for any damages, claims, and defense of all actions against the AUTHORITY resulting from performance of such Work.

37.10 The CONTRACTOR shall erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent Sites and utilities.

37.11 Use or storage of explosives is prohibited.

37.12 The CONTRACTOR shall designate a competent person for each task, as required by Cal-OSHA standards or laws. The task competent person shall be approved by the AUTHORITY, to be responsible for the prevention of incidents. If the AUTHORITY or any public agency with jurisdiction notifies the CONTRACTOR of any claimed dangerous condition at the Site that is within the CONTRACTOR's care, custody or control, the CONTRACTOR shall take immediate action to rectify the condition at no additional cost to the AUTHORITY. The CONTRACTOR shall be responsible for the payment of all fines levied against the AUTHORITY for deficiencies relating to the CONTRACTOR's supervision or conduct and /or control of the Work.

37.13 The CONTRACTOR shall not load or permit any part of the construction or Site to be loaded so as to endanger safety of persons or property.

37.14 The CONTRACTOR shall not permit open fires on the Project Site.

37.15 No later than five (5) working days prior to the arrival of a crane, the CONTRACTOR must provide the most recent annual and quadrennial certificates. The CONTRACTOR must also provide crane operator certificates from the National Commission for the Certifying of Crane Operators (NCCCO), as outlined in CIIPP, no later than five working days prior to a crane operator working on site.
A rigging plan is required for all lifts. The rigging plan shall be submitted no later than 10 working days prior to the scheduled crane activity.

Critical lifts require an engineered plan designed by a registered professional engineer licensed in California. A critical lift includes, but is not limited to:

- Any lift location that could result in the boom or load falling into a hazardous area in the event of a mishap, including energized electrical wiring and equipment, gas manifolds, and operating machinery,
- Lifts equal to or greater than 10 tons,
- Lifts equal to or greater than 85% of rated capacity,
- Lifts over occupied buildings, railways or public roadways,
- The use of multiple cranes for one lift, and/or
- Lift and transit of load greater than 75% of rated capacity of track crawler crane.

Pick and carry with rubber tired cranes is forbidden on AUTHORITY projects.

Tandem lifts (two or more cranes) shall require a California registered professional engineer stamped lift plan from the crane company, a detailed written job safety analysis, and a lift plan review meeting that includes the AUTHORITY’s Engineer, and the AUTHORITY’s HSEC. Written plans and review meetings shall be completed a minimum of 10 work days in advance of the scheduled task operation.

37.16 A Job Safety Analysis (JSA) shall be forwarded to the AUTHORITY no later than five (5) working days prior to any new operation being performed.

37.17 All written incident investigations by the CONTRACTOR shall be forwarded to the AUTHORITY within the time limits indicated below following a property damage incident or an OSHA Recordable Illness or Injury.

INCIDENT NOTIFICATION AND INVESTIGATION

A. The AUTHORITY shall be immediately notified of any of the following types of incidents:

- Damage to AUTHORITY projects or property (or incidents involving third party property damage);
- Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
- Incidents impacting the environment, i.e. spills or releases on AUTHORITY projects or property.

B. Notifications shall be made to AUTHORITY representatives, employees and/or agents. This includes incidents occurring to subcontractors, vendors, visitors, or members of the general public that arise from the performance of AUTHORITY contract work. An initial written incident investigation report shall be submitted to AUTHORITY’s Engineer within 24 hours of the incident.

A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.
C. A serious injury, loss workday case incident, OSHA Recordable injury / illness, or significant near miss may require a formal incident review and report to be submitted by the CONTRACTOR at the discretion of the AUTHORITY’s Engineer. The incident review and investigation shall be conducted within seven (7) calendar days of the incident and a written incident report submitted within ten (10) days of the incident. The serious incident report shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious injury includes: A loss workday case incident, an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement.

2. Serious Incident includes; Property damage of $500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.

3. OSHA Recordable Injury / illness includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

4. Significant Near Miss Incident; NEAR MISS - Near misses describe incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

37.18 The CONTRACTOR shall establish and maintain adequate First Aid facilities at locations close to work areas, and mark such locations with signs of adequate size and composition. CONTRACTOR shall also ensure that at least one CPR/first aid trained employee for every fifteen (15) employees on site. At no time shall less than two (2) CPR/first aid trained employees be on site during operational hours. Training records or certificates for initial and renewal CPR/first aid training shall be forwarded to the AUTHORITY no later than ten (10) days following Notice to Proceed.

37.19 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any Federal or State safety or health law or regulation, arising out of or in any way connected with the Work or its performance, CONTRACTOR shall ensure that at least one of CONTRACTOR’s employees with authority shall be on duty during working hours, and act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which the AUTHORITY may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in GC-69.

37.20 Eating, water, and sanitation facilities shall comply with 29 CFR 1926.20 & 1926.27, and CCR Title 8, Sections 1519, 1524, 1526, & 1527.

The Contractor shall not permit workers or visitors to eat in areas with direct exposure to any chemicals, fumes, airborne contaminates and adverse weather conditions.

Appropriate hand washing facilities and drinking water shall be available to work crews.

Toilet facilities shall be kept clean, maintained in good working order, provided with an adequate supply of toilet paper, and have proper illumination and ventilation.
37.21 Construction Housekeeping shall comply with 29 CFR 1926.25, and CCR Title 8 Standards.

During the course of construction or maintenance scope, all debris and scrap material shall be kept away from the task work area.

Garbage and other waste shall be disposed of at frequent and regular intervals in a manner acceptable to the AUTHORITY’s Engineer.

The CONTRACTOR shall not pour, bury, burn, nor in any way dispose of a chemical improperly on the project.

The CONTRACTOR shall clear all combustible debris to a solid waste disposal site properly in compliance with local and state requirements.

Materials and supplies shall not be stored in locations which will block access ways, and shall be arranged to permit easy cleaning of the area. In areas where equipment might drip oil or cause other contamination of soils or damage to paved surfaces, a protective cover of heavy gauge, flame resistant, oil proof sheeting shall be provided between the equipment and the earth or pavement so that no oil or grease contacts the surface. This requirement is applicable to existing, finished and unfinished areas.

Potential trip hazards such as hoses, cables, extension cords, and similar materials shall be organized by methods of routing underground, or raised at least seven (7) feet off the ground, and/or whatever height is necessary to be protected from traffic, prevent a trip hazard, and grouped so that they will not block any access way, and shall permit unobstructed cleaning and maintenance, or an equal level of organized housekeeping methods shall be implemented.

CONTRACTOR is responsible for housekeeping to ensure materials, debris, tools, trash and the immediate work task areas are organized and maintained in a clean and orderly condition. A minimum of four (4) feet of clear and unobstructed walkway access for each task location shall be maintained during the work task.

The work site shall be thoroughly cleaned up at the end of each shift.

37.22 CONTRACTOR shall conduct and document a site safety orientation for all CONTRACTOR personnel, sub-tier contractors, suppliers, vendors, and new employees accessing onto the AUTHORITY controlled projects or AUTHORITY property.

The orientation at a minimum shall include applicable:
- Personal Protection Equipment (PPE) requirements
- and/or all craft work areas on bus bases
- Designated smoking, eating, and parking areas
- Barricade requirements
- Housekeeping
- Evacuation procedures and gathering locations
- Fall protection
- Energy isolation and Lock-Out/Tag-Out (LOTO)
- Confined space entry
- Hot work permit
- Scaffolding
- Crane and rigging
- Struck-by and caught-between hazards

37.23 Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8, and the Southern California Regional Rail Authority (SCRRRA) and/or BNSF requirements.
Rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in Title 49 CFR, Part 214, CCR Title 8, SCRRA and/or BNSF, the California Department of Transportation (Caltrans), and the AUTHORITY Safety Requirements.

Minimum PPE for workers include hard hat, safety glasses, reflective vest, safety toe footwear that meets ANSI Z41 1991, Hearing Protection (on person and worn as necessary).

**37.24** Steel Erection scope activity shall comply with 29 CFR 1926.750, and CCR Title 8 Standards.

Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written JSA shall identify installation methods, equipment, and control methods to minimize potential fall hazards.

The CONTRACTOR shall not allow any employee to walk the steel unprotected from falls. CONTRACTOR employees must be tied-off and "coon" the beam until safety cables are provided to which employees must use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.

A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on the AUTHORITY projects.

**37.25** Traffic Control, the CONTRACTOR shall comply with existing traffic patterns, traffic signs, parking arrangements, and restrictions. The CONTRACTOR shall ensure motorized vehicles and construction equipment traffic is managed in accordance with elements of Caltrans Construction Manual traffic safety requirements, and the Work Area Traffic Control Handbook (WATCH) Manual for public roadways and on the construction site.

All public roadway construction related encroachments shall be preceded by a detailed job safety analysis prior to executing scope work.

**37.26** Motor vehicles, mechanized equipment, and marine operation scope activity shall comply with 29 CFR 1926.600, and CCR Title 8 standards.

The CONTRACTOR’s vehicles shall park in designated parking areas only, be identified by company name and/or logo, and comply with established base traffic routes, and posted traffic signs.

Only authorized vehicles shall access onto AUTHORITY controlled construction projects.

Reckless driving or other non-observance of these instructions shall be cause for withdrawal of driving privileges on AUTHORITY projects.

Operators of equipment and vehicles shall obey posted signs.

Vehicles are not allowed to remain overnight or over the weekend without permission of AUTHORITY’s Engineer in advance.

The speed limit on site is 10 mph or slower in congested areas and slow enough to prevent or control dust. Excessive dust caused by vehicular traffic is not acceptable, and shall require appropriate control measures.

Operators shall ensure equipment/vehicles prevent tracking of site soils, dust, and materials off the project. Site materials shall not be allowed to impact the community and/or public roadways.
Vehicles entering/exiting the project shall do so safely and quietly and not draw the attention of the surrounding community.

Only company vehicles covered by the submitted certificate of insurance and with a company logo or company sign on the vehicle doors shall be authorized to access into work areas of the project, all other vehicles shall be considered personal vehicles and are required to park in designated employee parking areas.

No two-wheeled motorized vehicles are allowed on the project other than in designated employee parking areas.

Workers transported in vehicles shall ride only in an approved manufactured vehicle seat, and mandatory use of seat belts is required Riding in the back of a pick-up truck and similar unapproved methods of transportation is forbidden.

37.27 Abrasive blasting operations shall comply with South Coast Air Quality Management District (SCAQMD) Rule 1140, CCR Title 8, 5155, 5144, and 5149. Prior to abrasive blasting operations the CONTRACTOR shall provide a JSA to the AUTHORITY’s Engineer a minimum of 10 days prior to the scheduled activity.

37.28 Illumination, In the event of night work (15 minutes before sunrise, or 15 minutes after sunset), and indoor work, appropriate measures must be in place to provide safe lighting for work areas. The minimum illumination requirements must meet or exceed 10-foot candles for all work locations, and 30-foot candles or more for offices, first-aid stations, and parking areas. Illumination “hot spots” which may adversely affect vehicular traffic or the occupants of private property are not permitted.

Upon the request of the Engineer, the CONTRACTOR shall submit an illumination safety plan for review and acceptance prior to implementation.

37.29 Full compensation for compliance with all safety provisions of the Contract Documents shall be considered as included in the prices paid for the Contract items of Work and no additional compensation will be allowed.

**GC-38 Public Convenience and Safety**

CONTRACTOR shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. Unless otherwise provided in the Contract, all public traffic shall be permitted to pass through the Work with as little inconvenience or delay as possible. Where possible, such traffic shall be routed on new or existing paved surfaces. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by CONTRACTOR at its expense. Existing traffic signal and highway lighting systems shall be kept in operation for the benefit of the traveling public during progress of the Work, and other forces will continue routine maintenance of existing systems.

The CONTRACTOR shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic and shall furnish competent flaggers or a uniformed police officer whose sole duties shall consist of directing the movement of public traffic through or around the Work.

Work shall be performed in such a manner as to eliminate unnecessary noise, obstructions and other annoyances to occupants. The CONTRACTOR will not encumber premises with materials, equipment, and/or parking of cars. CONTRACTOR shall store materials, equipment and park cars in designated or approved areas.
See the Special Conditions and the Technical Specifications for additional traffic control and other public convenience and safety requirements.

Full compensation for compliance with all public convenience and public safety requirements of the Contract Documents shall be considered as included in the prices paid for the Contract items of Work and no additional compensation will be allowed.

**GC-39 Cooperation / Coordination and Work by Others**

CONTRACTOR shall coordinate its Work with all other contractors, subcontractors, and utility companies performing Work on the site. CONTRACTOR shall schedule its Work so as to avoid conflicts with other contractors, subcontractors, and utility companies and to avoid damage to completed or incomplete Work. CONTRACTOR shall be responsible for any damage to the Work of other contractors, subcontractors, and utility companies if CONTRACTOR’s actions resulted in such damage and are 1) willful or 2) negligent and the proximate cause. CONTRACTOR shall take immediate action to remedy such damage so as to not delay the immediate prosecution of the Work.

**GC-40 Security**

CONTRACTOR shall provide and be responsible for all security at the job site that is required to protect its material and equipment and all Work in place. CONTRACTOR shall also be responsible for providing all security and traffic control required by any City having jurisdiction in the area where Work is being performed.

**GC-41 Product Options, Supplier Approval, and Substitutions**

For products specified in this Contract or in CONTRACTOR's submittals by brand name or manufacturer, whether or not followed by the words "or approved equal," CONTRACTOR shall select any product or manufacturer named, or shall submit a request to substitute an equal product or manufacturer. As required by the California Public Contracts Code such request shall be made within thirty-five (35) calendar days from date of the Notice to Proceed in order to receive consideration, unless later submission of a request is agreed to by AUTHORITY. The CONTRACTOR shall submit a separate request for each substitution. The burden of proof as to the equality of any material, process or article shall rest with CONTRACTOR. AUTHORITY's determination of the equality or superiority of an article proposed for substitution shall be based upon but need not be limited to consideration of such factors as are specified in the Technical Specifications; dimensional compatibility with other materials with which it combines to produce a unified design system; all aspects of finished appearance including form, texture, and color, as it affects other design elements. In the event an approved substitution is more expensive than the specified materials, process or article, the difference in cost of such material, process or article so furnished shall be borne by CONTRACTOR. CONTRACTOR may not make a substitution without AUTHORITY's prior written approval. If applicable, specific requirements for the submittal of such requests will be contained in the Special Conditions.

The AUTHORITY shall approve or disapprove CONTRACTOR's request for substitution of suppliers or products within thirty (30) days of AUTHORITY's receipt of all information required by AUTHORITY for such determination.

**GC-42 Source of Materials**

The CONTRACTOR shall be completely responsible for locating, identifying, and furnishing all materials required to be furnished under this Contract, except for AUTHORITY-furnished materials specified in the Special Conditions. The CONTRACTOR shall perform or cause to be performed all tests required to demonstrate to AUTHORITY's satisfaction that the proposed materials satisfy the requirements of the Contract.
GC-43 Submittal of Shop Drawings, Product Data and Samples

Working and shop drawings may consist of drawings, diagrams, schedules, or other data prepared by CONTRACTOR, or any subcontractor of any tier, manufacturer, supplier or distributor, as are necessary to adequately control the Work or to illustrate or detail some portion of the Work. No change shall be made by CONTRACTOR in any working or shop drawing after it has been approved by AUTHORITY.

Working Drawings for any part of the permanent Work shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required elsewhere in the Contract.

Working drawings for cribs, cofferdams, falsework, temporary support systems, haul bridges, centering and form work, and for other temporary work and methods of construction CONTRACTOR proposes to use, shall be submitted when required by the Contract or ordered by AUTHORITY.

Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, or other information furnished by CONTRACTOR to illustrate materials, products, systems, or equipment for some portion of the Work.

Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work shall be judged.

Working drawings and shop drawings, product data, samples, and similar submittals shall not modify any Contract requirement, except as expressly allowed by this Contract. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way CONTRACTOR proposes to comply with Contract requirements.

CONTRACTOR shall review, approve, and submit to AUTHORITY all working and shop drawings, product data, samples, or similar submittals required by this Contract, or that are necessary for its proper completion, in accordance with the Technical Submittals shown in the Special Conditions and the Technical Specifications, in a sequence that causes no delay in the Work, or in the work of AUTHORITY or any other AUTHORITY contractor. CONTRACTOR shall review all working and shop drawings, product data, samples, or similar submittals prepared by it and its subcontractors and suppliers at any tier, shall check for completeness and compliance with the contract requirements, and shall check that the work depicted by the submittal has been coordinated with other work. The CONTRACTOR shall submit to the AUTHORITY the items identified in the Contract Documents as requiring submission for review by the AUTHORITY or its Engineer, or other entities, agencies or authorities having jurisdiction over the work in accordance with Special Conditions section SC-10, Contract Data Submission Requirements.

By submitting working and shop drawings, alternative construction methods, product data, samples, or similar submittals, CONTRACTOR represents that it has determined and verified all related materials, measurements, and construction criteria, and that it has checked and coordinated the information contained within its submittals with the requirements of the Work and this Contract.

CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of this Contract by AUTHORITY’s approval of shop and working drawings, product data, samples, plans, programs, schedules, or similar submittals unless CONTRACTOR has specifically informed AUTHORITY at the time of submittal, in writing, of the deviation and AUTHORITY has given written approval of the specific deviation. CONTRACTOR shall not be relieved of its responsibility for errors or omissions in working and shop drawings, product data, samples, plans, programs, schedules or similar submittals by AUTHORITY’s approval of the submittal. CONTRACTOR shall not deviate from approved working and shop drawings, product data, samples, or similar submittals without AUTHORITY’s written approval.
CONTRACTOR shall not commence any portion of the Work requiring submission of shop or working drawings, product data, samples, or similar submittals until the required submittal has been approved by AUTHORITY.

CONTRACTOR shall direct specific attention, in writing or on resubmitted shop and working drawings, product data, samples, or similar submittals, to revisions other than those required by AUTHORITY on previous submittals.

Specific requirements for the submittal of shop and working drawings, product data and samples are contained in the Special Conditions and the Technical Specifications.

Full compensation for furnishing all working and shop drawings, product data and samples shall be considered as included in the prices paid for the Contract items of Work to which such drawings relate and no additional compensation will be allowed.

**GC-44 Lines and Grades**

AUTHORITY will set such stakes or marks as it determines to be necessary to establish the control lines and bench marks required for the performance of the Work specified in the Contract and as indicated on the Plans.

When CONTRACTOR requires such stakes or marks to be set by AUTHORITY, it shall notify AUTHORITY of its requirements in writing a reasonable length of time in advance of starting the operations that require such stakes or marks. In no event, shall a notice of less than five (5) working days be considered a reasonable length of time.

Stakes and marks set by AUTHORITY shall be carefully preserved by CONTRACTOR. In case such stakes and marks are destroyed or damaged, they will be replaced or restored by AUTHORITY as necessary and CONTRACTOR will be charged for the cost of such replacement or restoration. This charge will be deducted from any moneys due or to become due CONTRACTOR, and/or through a Contract change order.

Surveying is to be provided for this Contract as follows:

- AUTHORITY will provide primary control monuments for the Project. Horizontal and vertical datums will be provided to CONTRACTOR.
- CONTRACTOR must independently verify the primary horizontal and vertical control and inform AUTHORITY of any significant differences between published values and found values.
- CONTRACTOR will use said primary control to set such stakes or marks as it determines necessary to establish the line and grades required for the performance of the Work specified in the Contract. Relevant right of way data will be supplied by AUTHORITY to the CONTRACTOR. CONTRACTOR is responsible for all construction staking on project.
- CONTRACTOR must notify AUTHORITY of any existing monuments that will be disturbed or destroyed during the course of construction.
- CONTRACTOR shall notify AUTHORITY of any conflicts between design and existing conditions and submit a Request for Information (RFI) before commencing survey.
- CONTRACTOR will provide systematic and organized copies of all field notes and cut sheets to AUTHORITY on a weekly basis (documents must be delivered at least twenty-four (24) hours before AUTHORITY verification survey is scheduled). Name of firm, job description, party chief, crew members, and date of survey shall appear on all field notes and cut sheets.
- AUTHORITY may perform periodic verification surveys to quality assure construction staking effort.
Existing monuments for horizontal and vertical controls at the locations shown on the plans shall be used to establish the lines and grades required for the completion of the work as shown on the plans.

In the event that the CONTRACTOR's operations destroy any of the construction stakes placed by the CONTRACTOR, the CONTRACTOR shall replace such stakes when instructed by the Engineer at no additional cost to the AUTHORITY.

Refer to the Special Conditions for a description of the contract lump sum bid item for Construction Staking. The CONTRACTOR shall submit to the Engineer a cost breakdown schedule of values for the contract item Construction Staking in advance of the work in accordance with the Special Conditions.

**GC-45 Protection and Restoration of Property**

In addition to any other requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by CONTRACTOR's operations. Whenever any notice is required to be given by AUTHORITY or CONTRACTOR to any adjoining or adjacent landowner or other party before beginning any Work under this Contract, such notice shall be given by CONTRACTOR.

Any damage arising from or in consequence of the performance of the Contract, to improvements or property, whether above or below ground, private or public, within or adjacent to the project limits, shall be repaired at once by CONTRACTOR. If the best interests of AUTHORITY require such repair to be made prior to the execution of any part of the Work included in this Contract, AUTHORITY will so notify CONTRACTOR who shall delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be made.

When ordered by AUTHORITY to make any such repair, CONTRACTOR shall start work thereon within four (4) hours and shall prosecute the same with diligence to completion. Upon failure of CONTRACTOR to so comply with such order, or upon CONTRACTOR's failure to make immediate emergency repairs which are necessary in the best interests of AUTHORITY or of the Public, AUTHORITY shall have the authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due CONTRACTOR.

In any emergency affecting the safety of life or property including adjoining property, CONTRACTOR, without special instructions or authorization from AUTHORITY, is authorized to act at CONTRACTOR's discretion to prevent such threatened loss or injury, and CONTRACTOR shall so act whether or not it is instructed to do so by AUTHORITY.

**GC-46 Utility and Other Temporary Paint Markings**

CONTRACTOR shall completely remove all utility and other temporary paint markings at project completion. Removal shall be by use of the high water pressure method only. Payment for removal of all utility paint markings shall be considered as included in the price paid for other items of work and no additional compensation will be allowed therefor.

**GC-47 CONTRACTOR Quality Control**

The CONTRACTOR shall be responsible for the quality of the Work including the work performed or materials and ingredients procured from subcontractors or vendors. A quality control program shall be established, maintained, and modified, if needed, that will provide assurance that materials and completed work conform to contract requirements.
At least fourteen (14) days prior to the start of work and within ten (10) days after the Limited Notice to Proceed, the CONTRACTOR shall submit a written Contractor Quality Control Program (“CQCP”) for review and acceptance by the AUTHORITY. Acceptance is conditional and will be predicated on satisfactory implementation of the CQCP during performance of the work. The AUTHORITY reserves the right to require the CONTRACTOR to make changes in its CQCP and operations including removal of personnel, as necessary, to obtain the quality specified. Failure of the CONTRACTOR to fulfill the requirements of this section GC-47 and/or the requirements of Special Conditions SC-33, Quality Control and Quality Assurance, will result in an order by the AUTHORITY for the CONTRACTOR to cease work until the violation is satisfactorily remedied by the CONTRACTOR. Such order to cease work shall not be grounds for a request by the CONTRACTOR for additional cost of delay or impact, or for a contract time extension.

47.1 Contractor Quality Control Program

The CQCP shall describe the organization and procedures that will be used to administer the quality control system including the procedures used to control the production process, the procedures used to determine when changes to the production process are needed, and the procedures proposed to be used to implement the required changes. The CQCP shall meet the minimum standards and address each inspection and test set forth in the Technical Specifications and Special Conditions and other contract documents.

The CQCP shall identify each and every required test and inspection, organized by Technical Specification section and subsections number, and shall indicate the inspection, sampling and testing method(s) and the name of the independent testing laboratory that will be performing the inspection, sampling and testing.

The CQCP shall include, as a minimum, the following to cover all construction operations, both on site and off site, including work by subcontractors, fabricators, and suppliers:

a) A description of the CONTRACTOR’S Quality Control organization, including a chart showing lines of authority.

b) The name, qualifications (in resume format as an appendix), duties, responsibilities, and authorities of each person assigned a Contractor Quality Control (CQC) function.

c) A copy of the letter addressed to the CQCM, which describes the CQCM’s responsibilities and authority.

d) Quality control and acceptance testing procedures for each specific test to include the test name, specification section/paragraph requiring test, feature of work to be tested, test frequency, and CQC person and/or independent laboratory responsible for each test. Testing frequencies shall be in accordance with “Frequency Tables” Exhibit 16-R of the Caltrans Local Assistance Procedures Manual (most recent edition available at time of bid advertisement), Chapter 16, or in accordance with the frequency specified in the Special Conditions or Technical Specifications, whichever is the most stringent. If testing frequencies for an element of work are not identified in any contract document, CONTRACTOR shall recommend a frequency of testing, subject to approval of the AUTHORITY, a minimum of ten (10) days prior to starting the element of work.

e) Provisions for conducting inspections and testing during night time work shifts and weekend work.

f) Procedures for tracking failed material tests and construction deficiencies from identification through acceptable corrective action. The procedures shall establish verification that identified deficiencies have been corrected.

g) The CQCP shall include a listing of Quality Control Check Points (see Special Conditions SC-33) with a description of the work items that will be inspected and approved by the CQC inspectors at each Quality Control Check Point prior to subsequent work proceeding; e.g., i) Form, Rebar and Embed Inspection Checklist form prior to concrete placement, and ii) Pipe Installation Inspection...
Checklist form prior to trench backfill. Each Quality Control Check Point shall have a corresponding Inspection Checklist.

h) Examples of Inspection Checklists should be included along with a procedure for approval of the work by CONTRACTOR’s Quality Control Inspector and Quality Control Manager. A signed copy of the Inspection Checklist noting approval of the subject work by the CQC Inspector shall be provided to the AUTHORITY’s representative before the CONTRACTOR proceeds with subsequent work.

i) Procedures for preparation of inspection and testing documentation, and daily reports of inspections and tests performed, including copies of proposed reporting forms to the AUTHORITY.

j) Process for the assembly, organization, filing and turn-over of copies of all test and inspection reports to meet the project close-out documentation submission requirements.

k) A process for the resolution of discrepancies between CONTRACTOR quality control test results and AUTHORITY-performed quality assurance test results.

Work requiring inspections and tests shall not begin until the CQCP has been accepted by the Engineer. Acceptance of the CQCP does not imply a warranty by the Engineer that adherence to the plan will result in specification compliance. It shall remain the responsibility of the CONTRACTOR to demonstrate such compliance.

The CQCP shall show examples of the test result forms for roadway, concrete and other materials, and plant inspection forms, the CQCM’s daily summary form, compliance charts and other required reporting forms.

The CQCP may be modified as work progresses. A supplement shall be submitted whenever there are changes to quality control procedures or personnel for review and acceptance by the Engineer. Work requiring amended CQCP inspections and tests shall not be performed before the amended parts of the CQCP have been accepted by the Engineer.

Full compensation for the CQCP, including furnishing all services, labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing, implementing, modifying, and fulfilling the requirements of the CQCP shall be considered as included in the contract prices paid for the various work items and no additional compensation will be allowed therefor.

Full compensation for CONTRACTOR sampling, testing, inspection, testing facilities, and preparation and submission of results shall be considered as included in the contract prices paid for the various work items and no additional compensation will be allowed therefor.

47.2 Quality Control Manager, QC Personnel and Laboratories

The CQCP shall include the name and qualifications of a Contractor Quality Control Manager ("CQCM"). The CQCM shall be responsible for the administration of the CQCP, including compliance with the CQCP and CQCP modifications.

The CQCM shall meet the following minimum requirements:

1) Be a graduate engineer, or a graduate construction manager with a bachelor’s degree in engineering or construction management from an accredited college or university, with a minimum of five (5) years construction experience on construction projects similar to the work of this contract and a minimum of three (3) years experience as a construction quality control manager and shall be employed by the CONTRACTOR, or
2) Have ten (10) years construction experience on construction projects similar to the work of this contract, and a minimum of six (6) years experience as a construction quality control manager, and shall be employed by the CONTRACTOR.

The CQCM shall be assigned as the Manager of the Program but may also perform project quality control duties. An alternate for the CQCM shall be identified in the plan to serve in the event of the CQCM's absence. The education and experience requirements for the alternate shall be the same as for the designated CQCM.

The CQCM shall be responsible to the CONTRACTOR, shall have the authority to make decisions concerning quality of the work or product, shall have the authority to reject work as defective or non-compliant, shall have the authority to require removal and correction of defective or non-compliant work, and the CQCM or the approved alternate CQCM shall be at the project site during performance of all work requiring inspection or testing. The CQCM cannot be the project manager, superintendent, project engineer, a foreman, member of the production crew, nor have other “production” duties on the project. The CQCM must work directly for an officer or principal of the CONTRACTOR. The CONTRACTOR’s project manager, superintendent, or other on-site staff member, shall not have authority over the CQCM. A letter prepared and signed by an officer of the CONTRACTOR, addressed to the CQCM, which describes the CQCM’s responsibilities and authority consistent with the requirements of these specifications shall be included with the CQCP.

The CONTRACTOR shall provide qualified Contractor Quality Control staff to perform inspections and oversee testing under the CQCP. The minimum qualifications for the position of Quality Control Inspector are as follows:

- a) Inspection and test personnel shall be trained and qualified in their respective areas of responsibility. CONTRACTOR shall verify appropriate certifications for each Quality Control Inspector as required by the Contract Documents, Government Codes and Standards, and Industry Standards. Certification records shall be maintained and available to the Authority upon request.
- b) Concrete Inspectors shall hold a current ICC certification as a Reinforced Concrete Special Inspector.
- c) Structural Steel Inspectors shall hold a current ICC certification as a Structural Steel and Bolting Special Inspector-S1.
- d) Welding Inspectors shall be an A.W.S. Certified Welding Inspector (CWI).
- e) Four (4) years construction experience on similar projects or other relevant experience.
- f) Two (2) years experience inspecting the work features that the inspector is assigned to as his/her primary responsibility; e.g., Roadway, Drainage, Utility Systems, Structures.
- g) Knowledge of construction practices, physical characteristics and properties of roadway, structures, drainage and utility systems construction materials, and the approved methods and equipment used in making physical test of construction materials.
- h) Ability to work independently and perform duties in the construction field office.
- i) Ability to effectively make decisions and communicate concerning work in progress and solving field problems.
- j) Proficient in the use of Microsoft Office computer application programs.

The CQCP shall identify personnel, equipment and documentation required for a complete inspection, sampling and testing program. The CQCP shall include, but not be limited to, a list of inspectors, samplers and testers, their duties, their certifications (as required), and their experience. It shall also list the name and location of laboratories that will be providing information to the Engineer, the testers who will be
conducting the tests and their certifications, and the name of the Laboratory quality control person responsible for oversight of the testing program.

The CONTRACTOR (or a subcontractor) will not be permitted to perform any special testing, required special inspection or sampling with its own forces. CONTRACTOR shall retain the services of an independent testing and inspection company or companies that are acceptable to AUTHORITY. The CQCP shall include the name(s) and qualifications of each testing and inspection company that the CONTRACTOR proposes to utilize for each test and inspection.

All quality control and quality assurance sampling and testing required by the Contract Documents to be performed by the CONTRACTOR shall be performed by an Accredited Independent Laboratory and by Qualified Testers that are accredited and certified by the State of California Department of Transportation. Refer to the California Department of Transportation Independent Assurance Program for Caltrans Qualification of Laboratories and Testers, and the Caltrans INDEPENDENT ASSURANCE MANUAL – JULY 2005, for more information.

The Independent Laboratory(ies) utilized by the CONTRACTOR shall have a current Certification of Accreditation, which must be renewed annually.

Each Qualified Tester must have a current Certificate of Proficiency for the tests that he/she performs.

CONTRACTOR shall submit with its CQCP the Independent Laboratory Accreditation Certificates for each laboratory it intends to employ, and a current Certificate of Proficiency for each Qualified Tester that the Laboratory intends to utilize on the project. The CQCP must be amended in writing if there are any changes to the Accredited Laboratories and/or Qualified Testers during the course of the project.

Any testing performed by a Laboratory that is not accredited, or by a Tester that is not qualified, as described herein, shall be redone by an Accredited Laboratory and Qualified Tester at the CONTRACTOR’s expense.

**GC-48 AUTHORITY Inspection and Quality Checks**

AUTHORITY may perform independent quality assurance testing and inspections (in addition to the Quality Control testing and inspections that are required to be performed by the CONTRACTOR) to verify accuracy and compliance with the contract requirements. AUTHORITY shall at all times have access to the Work and shall be furnished every reasonable facility for verifying that the materials and workmanship conform to the requirements of the Contract. AUTHORITY may test and inspect, either at CONTRACTOR's, subcontractor's or supplier's facility, all components, subsystems or workmanship prior to assembly of such components into the Work and prior to acceptance of the Work by AUTHORITY, as defined in the General Conditions GC-55. Following such testing and inspection, AUTHORITY will issue a deficiency list to CONTRACTOR listing those items that fail to comply with the Contract. AUTHORITY may either reject or require correction of defective material, workmanship, or nonconformity to this Contract. CONTRACTOR shall, at its own expense, make available tools, pits, hoists, scaffolds, platforms, other equipment, facilities, drawings, and assistance as may be necessary for inspections or tests by the AUTHORITY.

Costs of the AUTHORITY quality assurance testing and inspections shall be borne by AUTHORITY and shall not be a part of the Contract Price. Costs of AUTHORITY quality assurance testing required because of failed tests and AUTHORITY re-inspection costs caused by non-compliant work shall be charged to CONTRACTOR. The AUTHORITY’s performance of, or the failure to perform, such inspections or tests shall not relieve CONTRACTOR of any responsibility for complete Contract performance. Where shop inspection is required by the terms of the Contract, CONTRACTOR shall notify AUTHORITY at least ten (10) days prior to the requirement for a shop / source inspection so that AUTHORITY may elect to perform AUTHORITY quality assurance inspections at the same time as the CONTRACTOR's QC inspector.
48.1 Discrepancies between Test Results

If the AUTHORITY’S quality assurance testing results in a failed test, and the CONTRACTOR’S test of the same split material sample, material stockpile, or test of the same representative portion of the work indicates a passing test, the AUTHORITY will conduct a retest. If the AUTHORITY’s retest results in a passing test, the discrepancy will be considered resolved. If the AUTHORITY’s retest results in a second failed test, the material or portion of the work shall be considered non-compliant, and the CONTRACTOR shall take appropriate action to remedy the deficiency at its expense. The CONTRACTOR shall reimburse the AUTHORITY for its actual cost of the initial failed test and the retesting.

If a retest of the split material sample, material stockpile, or test of the same representative portion of the work is not possible, the AUTHORITY and CONTRACTOR, shall meet and agree on a method of alternative quality assurance testing to determine if the material or part of the work is in compliance with the specified requirements. The AUTHORITY shall pay the cost of such alternative testing methods or retesting, and the CONTRACTOR shall incur the cost of uncovering and providing access to the portion of the work to be retested. If the retest results indicate that the material or work is non-compliant, then the CONTRACTOR shall reimburse the AUTHORITY for its actual cost of the initial failed test and the retesting, and the CONTRACTOR shall take appropriate action to remedy the deficiency at its expense. If the retest results indicate that the material or work meets the contract requirements, the CONTRACTOR shall be reimbursed for the cost of uncovering and providing access to the portion of the work to be retested through a change order.

48.2 Disputes Involving Test Results

If a dispute between the CONTRACTOR and the AUTHORITY results from discrepancies between the AUTHORITY’S quality assurance test results and the CONTRACTOR’S quality control test results, and the issue cannot be resolved as presented in the preceding subsection, the Engineer shall make a final determination as to the acceptability of the work in question. The Engineer’s determination shall be presented to the CONTRACTOR in writing, and if the work is determined to not be in compliance with the contract requirements, the CONTRACTOR shall take immediate action to remedy the non-compliant work in a manner acceptable to the AUTHORITY. If the CONTRACTOR disagrees with the Engineer’s determination, it shall follow the provisions of GC-65.1, Change Requests, and GC-68, Claims, while concurrently proceeding to remedy the disputed non-compliant work. During performance of the remedial work, the CONTRACTOR shall cooperate with the AUTHORITY and provide access to make inspections, document the conditions, and obtain samples of the questionable work.

GC-49 Testing and Certificates of Compliance

49.1 General

The Technical Specifications, Special Conditions and “Frequency Tables” Exhibit 16-R of the Caltrans Local Assistance Procedures Manual (most recent edition available at time of bid advertisement), Chapter 16, identify the methods for testing the quality of materials and work.

Whenever a reference is made in the specifications to a specification, manual, or test designation either of the American Society of Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications, or any other recognized organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual, or test designation in effect on the day the Notice to Bidders is dated. Whenever said specification manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to AUTHORITY. When material that cannot be identified with specific test reports is proposed for use, AUTHORITY may, at its discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by CONTRACTOR at its expense. The number of such samples and test specimens shall be entirely at the discretion of AUTHORITY.
When requested by AUTHORITY, CONTRACTOR shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by AUTHORITY, except as provided in GC-49 Certificates of Compliance and Testing. Samples of material from local sources shall be taken by or in the presence of AUTHORITY, otherwise the samples will not be considered acceptable for testing.

49.2 Certificates of Compliance

When so authorized in the Contract or when permitted by AUTHORITY, the use of certain materials or assemblies shall be allowed if accompanied by a Certificate of Compliance. AUTHORITY reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance. If such use is permitted, the form of the Certificate of Compliance and its disposition shall be as directed by AUTHORITY. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall be furnished with each lot of material delivered to the Work and the lot so certified must be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested by AUTHORITY at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve CONTRACTOR of responsibility for incorporating material in the Work which conforms to the requirements of the Contract and any such material not conforming to such requirements will be subject to rejection whether in place or not.

GC-50 Removal of Rejected or Unauthorized Work

All work that has been rejected shall be remedied, or removed and replaced by CONTRACTOR in a manner acceptable to AUTHORITY, and no compensation will be made for such removal, replacement or remedial work.

Any work performed outside of the limits of Work shown on the drawings or established by AUTHORITY, or any extra work done without written authorization of AUTHORITY will not be paid for. Upon order of AUTHORITY such unauthorized work shall be remedied, removed or replaced at CONTRACTOR's expense.

If CONTRACTOR fails to comply promptly with any such order of AUTHORITY, AUTHORITY may cause the rejected or unauthorized work to be removed, replaced, or remedied by its own or other forces, and to deduct the costs thereof from any moneys due to CONTRACTOR and/or through a deductive contract change order.

GC-51 Disposal of Materials

Except for materials generated pursuant to GC-9 Hazardous Materials, CONTRACTOR shall be responsible for the disposal of all excess materials generated during the performance of this Contract including any hazardous materials removal which is part of the Work. Hazardous materials must be deposited in approved locations in accordance will all laws and regulations. When any material is to be disposed of outside the project area, other than a public disposal site, CONTRACTOR shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file with AUTHORITY said permit or a certified copy thereof together with a written release from the property owner absolving AUTHORITY from any and all responsibility in connection with the disposal of material and said property, and before any material is disposed of on said property, CONTRACTOR shall obtain written permission from AUTHORITY to dispose of the material at the location designated in said permit.

GC-52 Protection of Completed Portions of Work

CONTRACTOR shall protect completed portions of the Work until final acceptance of the Work by AUTHORITY. CONTRACTOR shall take prompt action at its expense to remedy or repair any and all
damage sustained to Work that is partially or wholly complete and has not yet been accepted by AUTHORITY.

Full compensation for protection, repair or replacement of completed work shall be considered as included in the prices paid for the Contract items of Work and no additional compensation will be allowed.

GC-53 Cleanup

In addition to any requirements which may be included in the Special Conditions, the Technical Specifications and the Plans, CONTRACTOR shall at all times during performance of Work under this Contract, keep the site clean from all rubbish and debris. Before final inspection of the Work, CONTRACTOR shall clean the material sites and all ground occupied by it in connection with the Work of all rubbish, excess materials, falsework, forms, temporary structures, and equipment. All parts of the Work shall be left in a neat and presentable condition.

If the CONTRACTOR fails to keep the site clean from all rubbish and debris, as determined by the Engineer, it shall promptly perform cleanup tasks necessary to comply with the cleanup requirements, when directed by the Engineer, at no addition cost to AUTHORITY.

Full compensation for clean up and excess materials and debris removal shall be considered as included in the prices paid for the Contract items of Work and no additional compensation will be allowed.

GC-54 Redlined As-Built Construction Drawings

Drawings showing all approved changes made during construction which differ from the approved drawing set for construction, shall be furnished by CONTRACTOR prior to the acceptance of the Work. Final construction drawings submitted to AUTHORITY shall be in the form of redlined drawings clearly and neatly indicating all changes made with the approval of AUTHORITY and other field changes made which reflect the as-built condition of the Contract Work. During the construction period, redlined construction drawings shall be maintained by CONTRACTOR and made available to AUTHORITY for review on a daily basis. Unsatisfactorily maintained as-built construction drawings can be grounds for withholding of all or a portion of monthly progress payments until the redlined drawings are made current by the CONTRACTOR.

GC-55 Final Inspection and Acceptance of All or a Portion of the Work

55.1 Final Inspection and Acceptance of the Work

When CONTRACTOR considers that all of the Work, or any discrete portion of the Work covered under this Contract has reached final completion, CONTRACTOR shall so inform AUTHORITY in writing. If necessary and required, acceptance tests on the Work or discrete portion thereof will be performed as set forth in the Special Conditions and the Technical Specifications. AUTHORITY will prepare a punch list covering any part of the Work that fails to pass the acceptance tests or is otherwise unacceptable and will reject such work. CONTRACTOR shall proceed immediately to correct or replace unsatisfactory, incomplete or unacceptable work. For items of work not completed by CONTRACTOR, AUTHORITY may proceed to have the items corrected or completed using AUTHORITY or third party forces. The costs of such corrections shall be deducted from compensation due CONTRACTOR and/or by a deductive Contract change order.

Unless otherwise stipulated, title to such rejected work and risk of loss shall remain with CONTRACTOR, and CONTRACTOR shall have the responsibility and bear all costs to correct all defects or damage. All acceptance testing of Work which has been rejected previously shall be at CONTRACTOR's expense and costs incurred by AUTHORITY to perform such re-tests shall be deducted and withheld by AUTHORITY from payments otherwise due to CONTRACTOR.

Final acceptance of all of the Work or the particular discrete portion deemed complete will occur after successful completion of all testing, corrections of deficiencies, punch list items, and AUTHORITY’s
determination that the Work conforms in all respects to all the Contract requirements. AUTHORITY shall inform CONTRACTOR of such acceptance of the Work by issuing a final certificate stating that the Work has been completed in accordance with the Contract requirements and is accepted under the terms and conditions thereof. Acceptance of the Work will be made by AUTHORITY only upon issuance of said certificate. After AUTHORITY has accepted the Work, CONTRACTOR will be relieved of the duty of maintaining and protecting the accepted Work and will not be required to perform any further work thereon; and CONTRACTOR shall be relieved of its responsibility for damage to the work that occurs after formal acceptance by AUTHORITY. Such final acceptance of the Work shall not relieve CONTRACTOR from responsibility for errors, improper fabrication, non-conformance to a Contract requirement, latent defects, or for deficiencies within CONTRACTOR's control. Unless otherwise stipulated, all warranties begin with the date of such final acceptance. Coincident with such final acceptance, AUTHORITY will record a Notice of Completion with the County Recorder.

55.2 Final Inspection and Acceptance of a Portion of the Work

AUTHORITY retains the right to direct CONTRACTOR to complete a portion of the Work at a time different than that specified in the Contract or reflected in the currently approved progress schedule. Such direction will be in writing. If such direction modifies the amount of compensation or time required for the completion of the Work, a change order will be issued. The following will apply if AUTHORITY accepts, pays for, takes title to and occupies the portion of the Work so accepted:

- CONTRACTOR will be relieved of maintenance responsibility for that portion of the Work.
- CONTRACTOR's warranty on that portion of the Work will commence.

COMPENSATION, PAYMENTS, RECORDS AND AUDIT

GC-56 Compensation

CONTRACTOR shall accept the compensation set out in the Contract as full payment for:

- furnishing all labor, materials, tools, equipment, and incidentals necessary to properly perform and satisfactorily complete all the Work included under this Contract;
- all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by AUTHORITY;
- all risks of every description connected with the prosecution of the Work, and for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract.

Neither the payment of any progress payment nor any retained percentage shall relieve CONTRACTOR of any obligation to make good any defective work or material.

No compensation will be made in any case for the loss of anticipated profits.
GC-57 Increased or Decreased Quantities, and Quantity Variation

57.1 Increased or Decreased Quantities

For Items paid for on a unit price basis, increases or decreases in the quantity of an item of the Work will be determined by comparing the actual quantity of such item of the Work with the Quantity indicated for that item of the Work in the Schedule of Quantities and Prices.

57.2 Quantity Variation

If the actual quantity of any item of the Work paid for on a unit price basis varies from the Quantity for such item in the Schedule of Quantities and Prices by 25 percent or less, payment for the item of the Work will be made at the contract unit price.

If the actual quantity of such a contract item of the Work exceeds the Quantity for such item in the Schedule of Quantities and Prices by more than 25 percent, the compensation payable to the CONTRACTOR for the amount in excess of 125 percent of the Quantity will be reviewed by the CONTRACTOR and AUTHORITY, and an equitable adjustment may be made to the unit price for such excess amount by means of a Change Order to credit AUTHORITY with any reduction in cost or to compensate CONTRACTOR for any increase in cost resulting from the change in quantity. This review of the adjustment will be made at a time mutually acceptable to AUTHORITY and the CONTRACTOR. If the review results in a determination that no change in unit price is warranted, the record shall so state.

If the actual quantity of such a contract item of the Work is less than 75 percent of the Quantity for such item in the Schedule of Quantities and Prices, the compensation payable to the CONTRACTOR will be reviewed by the CONTRACTOR and AUTHORITY, and an equitable adjustment may be made to the unit price for the entire quantity by means of a Change Order to credit AUTHORITY with any reduction in cost or to compensate the CONTRACTOR for any increase in cost resulting from the change in quantity. This review of the adjustment will be made at a time mutually acceptable to AUTHORITY and the CONTRACTOR. If the review results in a determination that no change in unit price is warranted, the record shall so state.

57.3 Final Pay Quantities

When the estimated quantity for a specific portion of the work is designated on the plans or in the Schedule of Quantities and Prices as a final pay quantity (designated “F”), the original Engineer's estimated quantity at the time of bid submission shall be the final quantity for which payments for the specific portion of the work will be made, unless the dimensions of the portion of the work shown on the plans are revised by the AUTHORITY, or unless the portion of the work is eliminated. If the dimensions of the specific portion of the work are revised, and the revisions result in an increase or decrease in the estimated quantity of the portion of the work, the final quantity for payment will be revised in the amount represented by the changes in the dimensions. If the specific portion of the work is eliminated, the final pay quantity designated for the specific portion of the work will be eliminated. In the event that the quantity of a final pay item shown on the Schedule of Quantities and Prices differs from a quantity that can be calculated from dimensions or lines shown on the Plans, the quantity shown on the Schedule of Quantities and Prices shall govern.

When portions of an item have been designated on the plans or in the Schedule of Quantities and Prices as final pay quantities, portions so designated will be measured and paid for in accordance with the provisions of GC-59, Invoicing and Progress Payments.

GC-58 Certified Payrolls

CONTRACTOR shall submit weekly for each week in which any Contract Work is performed, a certified copy of all payrolls for its employees and a certified copy of all of its subcontractor's payrolls, to AUTHORITY. The payrolls submitted shall conform to the requirements of subsection GC-8.7 and shall be in a form acceptable to AUTHORITY.
GC-59 Invoicing and Progress Payments

CONTRACTOR will be paid for the value of all accepted quantities for the various items of work satisfactorily completed in accordance with the Contract and computed in accordance with the applicable measurement for payment provisions of the Contract. Thirty (30) days before the first progress payment period ending date, CONTRACTOR shall prepare for AUTHORITY's approval a schedule of values of the main categories of the Work included in any items paid for as a lump sum and any items for which partial payment for materials on hand will be made. Each item in the schedule of values shall include its proper share of overhead and profit. Additionally, all cost shall be segregated between off site and on site costs. Bonds and insurance costs will be identified as separate line items. The values in the schedule shall be used only for determining the amount of each progress payment. A proposed schedule of values may be rejected if any item is determined by AUTHORITY to be overstated or understated resulting in an "unbalanced" overall price. AUTHORITY may request a detailed cost breakdown of such items that appear to be overstated or understated.

Progress payments shall be based on a monthly period with a cut-off date of the 25th day of each month.

Prior to the end of each progress payment period cut-off date, CONTRACTOR shall prepare and forward to AUTHORITY a progress payment invoice in writing consisting of the value of the total amount of Work completed plus the value of the acceptable materials on hand.

Acceptable materials on hand consist of materials or equipment furnished and delivered by CONTRACTOR to the site but not yet incorporated in the Work and properly stored in a location acceptable to AUTHORITY. In order for materials on hand to be considered for payment, CONTRACTOR shall request payment for them on AUTHORITY-acceptable forms accompanied by documentation as required including, but not limited to, evidence of purchase and the actual purchase price, evidence of insurance coverage at the storage location and a conditional lien release issued by the supplier or manufacturer for the full purchase price. The maximum payment for material on hand for a pay item shall not exceed fifty percent (50%) of the lump sum or unit price value, regardless of the actual price paid by the CONTRACTOR.

The AUTHORITY will review and evaluate the CONTRACTOR's progress payment invoice on or about the cut-off date based on the estimated percentage of completion or actual quantity completed of each Bid Item and on the CONTRACTOR's actually incurred allowable expenses on such Bid Items. The AUTHORITY will make any necessary adjustments and will issue the progress payment, in the amount it deems appropriate.

AUTHORITY will retain five percent (5%) of such invoiced value as part security for the fulfillment of the Contract by CONTRACTOR, and shall pay to CONTRACTOR the balance not retained, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such invoice or payment shall be construed to be an acceptance of any defective work or improper materials.

The AUTHORITY may, at its sole discretion, reduce the retention amount to less than five percent (5%) of the earned to date value of the work. The AUTHORITY may, at any time and at its sole discretion, resume retention of up to five percent (5%) of all progress payments, including those previous payments that were made with a lesser percentage of retention.

The amount retained from the progress payments in accordance with the paragraphs above will be paid in full to the CONTRACTOR as part of the final payment upon CONTRACTOR's full completion of this Agreement, except that one-half of one percent (1/2%) of this Contract Amount shall be retained for one (1) year, or longer if a longer warranty period is specified elsewhere, after the Acceptance date of the work of this Agreement as partial security for fulfillment of the warranty obligations by the CONTRACTOR.
In accordance with the provisions of applicable California law, CONTRACTOR may be permitted to substitute securities in lieu of the withholding from progress payments specified above. CONTRACTOR shall have the right to substitute securities pursuant to the procedures contained in Public Contract Code Section 22300. No such substitution shall be accepted until such securities have been approved by AUTHORITY as qualifying for substitution, the value of such securities has been established to AUTHORITY’s reasonable satisfaction, the parties have entered into an escrow agreement (if the securities are to be held in escrow) in form substantially similar to that contained in Section 22300, and all documentation necessary for assignment of the securities to AUTHORITY or to the escrow agent, as appropriate, has been delivered in form reasonably satisfactory to AUTHORITY.

Work completed in place shall be an estimate only, and no inaccuracy or error in said estimates shall operate to release CONTRACTOR or any Surety from damages arising from such Work or from enforcing each and every provision of this Contract, and AUTHORITY shall have the right to subsequently correct any error made in any invoice submitted for payment. No such invoice or payment shall be required to be made when, as determined by AUTHORITY, the Work is not proceeding in accordance with the provisions of the Contract, or when the total value of the Work performed since the last estimate amounts to less than $20,000.00.

In addition to the amounts that AUTHORITY may retain as provided hereinabove, AUTHORITY may withhold additional amounts from any payments otherwise due to CONTRACTOR as it determines necessary to cover:

a) Payments which may be past due and payable for just claims against CONTRACTOR or any Subcontractor for labor or materials furnished in performance of the Work under the Contract;

b) For defective work not remedied;

c) For failure of CONTRACTOR to make proper payments to any of its Subcontractors;

d) A reasonable doubt that CONTRACTOR will complete the Work within the Contract time limits;

e) Damage to other work or property caused by CONTRACTOR or its Subcontractor of any tier;

f) An amount, not less than 10 percent (10%) of the total progress payment, due to the failure to abate, within one (1) working day or immediately in cases of imminent danger, infractions of the CONTRACTOR’s Safety Plan, CAL/OSHA, FEDERAL OSHA, ANSI or other applicable safety standards;

g) An amount not to exceed 20 percent (20%) of the total progress payment, due to four or more repeated infractions in a single payment period of the CONTRACTOR’s Safety Plan, CAL/OSHA, FEDERAL OSHA, ANSI and all other applicable safety standards.

h) All legally required sums for, but not necessarily limited to, stop notices, labor and tax liens.

CONTRACTOR shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning the Work or any portion thereof given by AUTHORITY remains uncomplied with.

Whenever AUTHORITY, in accordance herewith, withholds any moneys otherwise due CONTRACTOR, written notice of the amount withheld and the reasons therefor shall be given CONTRACTOR, and when CONTRACTOR removes the grounds for such withholding, AUTHORITY will pay CONTRACTOR the amount so withheld.

**GC-60 Force Account Work**

If work is directed by AUTHORITY to be performed on a force account basis, compensation shall be made as set forth in this provision. Such payment shall constitute full compensation to CONTRACTOR for work directed to be performed on force account and no additional compensation will be allowed therefor. Labor,
materials and equipment used in the performance of work on a force account basis shall be submitted and approved daily by AUTHORITY using forms acceptable to AUTHORITY.

60.1 Work Performed by CONTRACTOR

CONTRACTOR will be paid the direct costs for labor, materials and equipment used in performing the Work as hereinafter provided except where agreement has been reached to pay in accordance with the GC-60.7. A markup may be added to the total of the direct costs computed as provided in GC-60.2, 60.3, 60.4.

The added markup shall not exceed:
- 20 percent (20%) of the cost of labor,
- 15 percent (15%) of the cost of material,
- 15 percent (15%) of the equipment rental, and
- 5 percent (5%) of the cost of subcontractors.

The above markups shall constitute full compensation for all overhead costs (including but not limited to general overhead, supervision, office expenses, field office facilities and staff, utilities, and transportation), except time-related overhead, that shall be deemed to include all items of expense not specifically designated as cost or equipment rental in accordance with the GC-60 subsections entitled "Labor," "Materials," and "Equipment Rental." Time-related overhead shall only be paid for Force Account Work (at the unit price per day) if a contract time extension results from the performance of Force Account Work.

When work paid for on a force account basis is performed by a subcontractor or by forces other than CONTRACTOR's organization, CONTRACTOR shall reach agreement with such subcontractor or other forces as to the distribution of the markup payment made by AUTHORITY for such work. No additional payment therefor will be made by AUTHORITY by reason of the performance of the Work by a subcontractor or other forces.

60.2 Labor

CONTRACTOR will be paid the cost of labor for the workmen (including foremen when authorized by AUTHORITY) used in the actual and direct performance of the Work. The cost of labor, whether the employer is CONTRACTOR, subcontractor, or other forces, will be the sum of the following:

a) Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, insurance, overtime, plus other additives in accordance with collective bargaining agreements.

b) Labor Surcharge. To the actual wages, as defined above, will be added a Labor Surcharge as set forth in the State of California Department of Transportation publication entitled Labor Surcharge & Equipment Rental Rates, which was in effect on the date upon which the Work was accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined above and the actual subsistence and travel allowance.

60.3 Materials

AUTHORITY reserves the right to furnish such materials as it deems advisable, and CONTRACTOR shall have no claims for costs and markup on such materials.

Only materials furnished by CONTRACTOR and necessarily used in the performance of the Work will be paid for. The cost of such materials will be the cost to the purchaser, whether CONTRACTOR, subcontractor or other forces, from the supplier thereof, except as the following are applicable:
• If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to AUTHORITY notwithstanding the fact that such discount may not have been taken.

• If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by AUTHORITY, and shall not include processing charges and profit by middlemen or brokers. No markup except for actual costs incurred in the handling of such materials will be permitted.

• If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the jobsite, whichever price is lower.

• If the cost of such materials is, in the opinion of AUTHORITY, excessive, then the cost of such material shall be deemed to be the lowest current wholesale price at which such materials are available in quantities concerned delivered to the jobsite, less any discounts as provided above.

60.4 Equipment Rental

Compensation for equipment used on force account work shall be determined from the latest schedule of equipment rental rates listed in the State of California, Department of Transportation, Business and Transportation Agency Publication, "Labor Surcharge & Equipment Rental Rates," and in use at the time the equipment is used. The equipment rental rates listed in said publication shall be used regardless of ownership and any rental or other agreement, if such may exist for the use of such equipment entered into by CONTRACTOR. If it is deemed necessary by AUTHORITY to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by AUTHORITY prior to the work being done. CONTRACTOR shall furnish any cost data that might assist AUTHORITY in the establishment of such rental rate.

The rental rate paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

The right-of-way delay factor shall be applied to the rental rate paid for equipment that is on standby (not operating) but required by the Engineer to be dedicated to the force account work. Equipment standby costs shall not exceed 8 hours in any one work day.

Operators of rental equipment will be paid for as provided in the GC-60 Subsection entitled "Labor."

All equipment shall, in the opinion of AUTHORITY, be in good working condition and suitable for the purpose for which the equipment is to be used. Rental time will not be allowed while equipment is inoperative due to breakdowns.

Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools having a replacement value of $500.00 or less, whether or not consumed by use, shall be considered to be small tools and no separate payment will be made therefor, as that cost is considered to be compensated as part of allowable mark-ups.
60.5 Equipment at the Site of the Work

The rental time to be paid for equipment on the Work shall be the time the equipment is in operation on the force account work being performed, and in addition, shall include the time required to move the equipment to the location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the Work on other than such force account work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the Work on other than such force account work. The following shall be used in computing the rental time of equipment on the force account work:

- When hourly rates are listed, less than 30 minutes of operation shall be considered to be one-half hour of operation.
- When daily rates are listed, less than 4 hours of operation shall be considered to be one-half day of operation.
- When equipment already on site to perform Contract Work is utilized for force account work, the hourly rate shall be the monthly rate divided by 160.

60.6 Equipment Not at the Site of the Work

For the use of equipment moved onto the site of the Work and used exclusively for work paid for on a force account basis CONTRACTOR will be paid the rental rates as determined in the GC-60 Subsection entitled "Equipment Rental" and for the cost of transporting the equipment to the location of the Work and its return to its original location, all in accordance with the following provisions:

- The original location of the equipment to be hauled to the location of the Work shall be agreed to by AUTHORITY in advance.
- AUTHORITY will pay the cost of loading and unloading such equipment.
- The cost of transporting equipment in low bed trailers shall not exceed the hourly rates listed in the State of California Department of Transportation publication entitled Labor Surcharge & Equipment Rental Rates.
- The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

The rental period for equipment not already located on site shall begin at the time the equipment is unloaded at the site of the Work, shall include each day that the equipment is at the site of the Work, excluding Saturdays, Sundays, and AUTHORITY holidays unless the equipment is used to perform the Work on such days, and shall terminate at the end of the day on which AUTHORITY directs CONTRACTOR to discontinue the use of such equipment. The rental time to be paid per day for equipment brought on site specifically to perform force account work will be in accordance with the following:

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<th>Hours of Operation</th>
<th>Hours to Be Paid</th>
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<tr>
<td>0</td>
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<td>0.5</td>
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The hours to be paid for equipment that is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be one-half hour of operation. When daily rates are listed, payment for one-half day will be made if the equipment is not used and if the equipment is used, payment will be made for one day. The minimum rental time to be paid for the entire rental period for equipment listed on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

Should CONTRACTOR desire the return of the equipment to a location other than its original location, AUTHORITY will pay the cost of transportation in accordance with the above provisions, provided such payment is less than or equal to the cost of moving the equipment to the Work.

Payment for transporting, and loading and unloading equipment, as provided above, will not be made if the equipment is used on the Work in any other way other than upon Work paid for on a force account basis.

When work, other than work specifically designated as Work in the Contract Documents, is to be paid for on a force account basis and AUTHORITY determines that such work requires CONTRACTOR to move on to the site equipment which could not reasonably have been expected to be needed in the performance of the Contract, payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment will be made subject to the following additional conditions:

- AUTHORITY shall specifically approve the necessity for the use of particular equipment on such Work.
- CONTRACTOR shall establish to the satisfaction of AUTHORITY that such equipment cannot be obtained from its normal equipment source or sources and those of its subcontractors.
- CONTRACTOR shall establish to the satisfaction of AUTHORITY that the proposed equipment rental rate for such equipment from its proposed source is reasonable and appropriate for the expected period of use.
- AUTHORITY shall approve the equipment source and the equipment rental rate to be paid by AUTHORITY before CONTRACTOR begins work involving the use of said equipment.

**60.7 Work Performed by Special Forces or Other Special Services**

When AUTHORITY and CONTRACTOR, by mutual agreement, determine that a special service or an item of work cannot be performed by the forces of CONTRACTOR, or those of any of its subcontractors, such service or work item may be performed by a specialist. Invoices for such service or item of work, performed by a specialist on the basis of the current market price thereof, may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.
In those instances wherein a CONTRACTOR is required to perform work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the jobsite, the charges for that portion of the Work performed in such a facility, may by mutual agreement, be accepted as a specialist billing.

In lieu of the percent markups provided above in the GC-60 Subsection entitled "Work Performed by CONTRACTOR," a 15 percent (15%) markup will be added to the specialist price, less a credit to AUTHORITY for any cash or trade discount offered or available, whether or not such discount may have been taken.

60.8 Owner-Operated Equipment

When "Owner-Operated Equipment" is used to perform work to be paid on a force account basis, CONTRACTOR will be paid for the equipment and operator, as follows:

- Payment for the Equipment will be made in accordance with the GC-60 Subsection herein entitled "Equipment Rental."

- Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by CONTRACTOR to other workmen operating similar equipment already on the project or, in the absence of such other workmen, at the rates for such labor established by collective bargaining agreements for the type of workmen and location of the Work, whether or not the "Owner-Operator" is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions of GC-60 Subsection entitled "Labor Surcharge."

- To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for labor and equipment rental as provided in GC-60 Subsection entitled "Work Performed by CONTRACTOR."

60.9 Other Agreement

If, at any time after CONTRACTOR commences the force account work, a method of compensation other than that specified in this Subsection has been agreed upon between the CONTRACTOR and AUTHORITY for the force account work or a portion of such work, such compensation shall be made in accordance with such written agreement.

60.10 Actual Cost Records

CONTRACTOR shall keep accurate daily records of the actual cost to CONTRACTOR for all work performed pursuant to the force account work provisions of Subsection GC-60 and shall make them available to AUTHORITY upon reasonable notice and request. Such records shall be maintained in such a manner so as to be completely discernible from records associated with the Contract Work.

GC-61 Progress Payments

61.1 Payment to CONTRACTOR

Refer to the Special Conditions for progress payment terms and procedures. The Public Contract Code requiring prompt payment to contractors is applicable to this contract. Undisputed and properly submitted progress payment invoices shall be paid within thirty (30) days of receipt by AUTHORITY. Any undisputed and properly submitted payment invoice not paid within thirty (30) days shall accrue interest at the legal rate set forth in Code of Civil Procedure Section 685.010.
Any payment invoice determined by AUTHORITY not to be a proper payment invoice suitable for payment shall be returned to CONTRACTOR within seven (7) days of receipt setting forth in writing the reasons why the payment invoice is not proper.

61.2 Payment to Subcontractors

The CONTRACTOR shall pay subcontractors, promptly upon receipt of each AUTHORITY progress payment, the respective amounts allowed the CONTRACTOR on account of the work performed by subcontractors, to the extent of each such subcontractor's interest therein. Such payments to subcontractors shall be based on progress payments made pursuant to this Agreement. Any diversion by the CONTRACTOR of payments received for prosecution of a contract, or failure to reasonably account for the application or use of such payments, constitutes ground for termination of the CONTRACTOR's control over the work and for taking over the work, in addition to disciplinary action by the Contractors State License Board. The subcontractor shall notify, in writing, the Contractors State License Board and the AUTHORITY of any payment less than the amount or percentage approved for the class or item of work as set forth in this Agreement.

CONTRACTOR shall adhere to all Federal and California prompt payment laws and regulations including the Business and Professions Code requiring CONTRACTOR to pay subcontractors within 10 days of receipt of each progress payment to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing.

Notwithstanding the time for payment of retention provided for in the Public Contract Code, CONTRACTOR shall pay retention proceeds to subcontractors within thirty (30) days after the subcontractor's work is satisfactorily completed, unless the time for payment calculated pursuant to the Public Contract Code would result in earlier payment of retention to the subcontractor.

GC-62 Final Payment

After the acceptance of the Work by AUTHORITY and a final acceptance certificate has been issued (GC-55), the CONTRACTOR shall prepare and forward to AUTHORITY a final payment invoice in writing, using forms acceptable to the AUTHORITY, consisting of the value of the total amount of Work completed.

The AUTHORITY will review and evaluate the CONTRACTOR's final payment invoice, will make any necessary adjustments and will issue the proposed final payment estimate, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final payment estimate. Within fifteen (15) days after proposed final estimate has been provided by the AUTHORITY, the CONTRACTOR shall submit to the AUTHORITY written approval of proposed final estimate and/or a written statement of all claims of the contract. No claim will be considered that was not included in written statement of claims, nor will any claim be allowed unless the CONTRACTOR has previously complied with the claim notice and protest requirements.

On the CONTRACTOR's approval, or if no objection to the proposed final estimate is filed within said period of 15 days by the CONTRACTOR, AUTHORITY will issue a final written estimate, in accordance with the proposed final estimate submitted to the CONTRACTOR; and within thirty (30) days after the issuance of the final written estimate, AUTHORITY will pay the entire sum found to be due. Such final estimate and payment thereon shall be conclusive and binding against the CONTRACTOR on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

If the CONTRACTOR within said period of fifteen (15) days files claims or an objection to the proposed final estimate, AUTHORITY will issue a semi final estimate in lieu of the final estimate submitted to the CONTRACTOR; and within thirty (30) days after the issuance of the semi final written estimate, the AUTHORITY will pay the sum found to be due. Such semi final estimate and payment thereon shall be
conclusive and binding against the CONTRACTOR on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided.

Upon final determination of any outstanding claims, the AUTHORITY shall then make and issue a final estimate in writing and within thirty (30) days thereafter, the AUTHORITY will pay the entire sum, if any, found due. Such final estimate shall be conclusive and binding against the CONTRACTOR on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

Final payment shall not become due until the following actions have been satisfactorily completed:

a) Satisfactory completion of all of the Work and final inspection of all the Work under the Contract and the issuance by AUTHORITY of a Certificate of Final Acceptance.

b) CONTRACTOR submittal to AUTHORITY of:
   - An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and
   - A release of liens and claims arising out of the Contract, to the extent and in the form designated by AUTHORITY. If a claim remains unsatisfied after all payments are made, CONTRACTOR shall reimburse AUTHORITY for all monies that AUTHORITY may be compelled to pay in discharging the claim, including all costs and reasonable attorney's fees.

The AUTHORITY may at its option and at any time retain out of any amounts due CONTRACTOR, sums sufficient to cover stop notice claims, filed pursuant to Section 3179 et seq. of the Civil Code.

The acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims against AUTHORITY arising under the Contract.

**GC-63 Project Records**

Comprehensive records and documentation relating to this project shall be kept by CONTRACTOR. The records shall include, but are not limited to Contract Documents, Drawings, Specifications, Addenda, Shop Drawings and Submittals, Change Orders, Modifications, Test Records, redlined construction plans, As-Built Drawings, progress payment applications and supporting documents, and cost and pricing data. CONTRACTOR shall maintain a complete set of records relating to this Contract for a period of seven (7) years from final payment for this Work.

The project cost records shall be complete and in sufficient detail to allow evaluation of the accuracy and completeness, and currency of the costs or prices. CONTRACTOR shall permit the authorized representatives of AUTHORITY, and the U.S. Department of Transportation to examine and audit all such records and any subcontracts under this Contract during the time period so specified. In addition, every contract involving the expenditure of public funds in excess of ten thousand dollars ($10,000) entered into by a public entity in the State of California shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of four (4) years after final payment under the contract.

**GC-64 Not Used**
GC-65 Change Requests and Change Directives

65.1 Change Requests

CONTRACTOR may make a written request to AUTHORITY to modify the Contract (a "Change Request") based upon the receipt of, or the discovery of, information that the CONTRACTOR believes changes the scope of work, price, schedule, level of performance, or other facet of the Contract.

CONTRACTOR shall first notify AUTHORITY in writing within seven (7) calendar days after receipt of or the discovery of information, or the occurrence of an event, or any actions of AUTHORITY or its agents, that CONTRACTOR believes will cause a change to the scope of work, price, schedule, level of performance, or other facet of the Contract. The notice shall state the reason(s) for the CONTRACTOR's belief that a change has occurred and the nature of the additional costs that it believes it will incur. Such notice shall be submitted prior to the submission of a Change Request, unless the Change Request is submitted within the seven (7) day period for providing notice.

CONTRACTOR shall deliver a document entitled “Change Request” to AUTHORITY within thirty (30) calendar days after receipt of, or the discovery of, information (other than receipt of a “Change Notice”) that CONTRACTOR believes will cause a change to the scope of work, price, schedule, level of performance, or other facet of the Contract.

Upon receipt of a Change Directive from AUTHORITY, CONTRACTOR shall follow the procedures of GC-65.2 below.

All Change Requests, and any Claims based thereon including any request or claim for cumulative impact costs or delay costs shall be deemed waived unless notice is provided to AUTHORITY as stated above within seven (7) calendar days after receipt of or the discovery of information, or the occurrence of an event, or any actions of AUTHORITY or its agents, and unless a Change Request is delivered to AUTHORITY within the thirty (30) calendar days specified herein.

The Change Request shall include information necessary to substantiate the effect of the change and any impacts to the work, including any change in schedule or Contract Price, and shall include all existing cost and schedule supporting documentation or a description of anticipated documentation. In addition, the Change Request shall contain a detailed description of the proposed adjustment to the Contract Price or currently approved progress schedule, or both, and shall reference any other provisions of the Contract that will require modification because of the change. If a Change Request proposes an adjustment in the Contract Price, CONTRACTOR shall submit a complete breakdown of costs including detailed pricing information and back up for all work and any impacts thereto contemplated by the change.

The unavailability of all information necessary to quantify the change shall not excuse the timely submission of the Change Request. CONTRACTOR shall supplement the Change Request with additional information or documentation, as it becomes available. If AUTHORITY has not received sufficient substantiating documentation or information within a reasonable time after receipt of the Change Request, such insufficiency may be grounds to deny the Change Request.

If a Change Request or portions thereof are acceptable to AUTHORITY, AUTHORITY will issue a Contract Change Order consistent therewith. If a Change Request or portions thereof are not acceptable to AUTHORITY, AUTHORITY shall notify the CONTRACTOR in writing.

Any request by CONTRACTOR to modify the contract must first be submitted to AUTHORITY and proceed as a Change Request pursuant to these provisions. The CONTRACTOR may submit the matter as a Claim.
pursuant to GC-68 Claims only if, 1) the Change Request has been denied by AUTHORITY in whole or in part, or 2) the Change Request has not been resolved within ninety (90) days after receipt by AUTHORITY.

In the event of a dispute, CONTRACTOR shall proceed with the Work without delay, as directed by AUTHORITY.

### 65.2 Change Directive

AUTHORITY may, at any time during performance of the Contract notify CONTRACTOR of changes to the Contract by issuing a Change Directive to that effect. CONTRACTOR shall, within fifteen (15) calendar days after receipt of such Change Directive, provide to AUTHORITY a written response identifying any proposed adjustment in Contract Price, including any adjustment for impact costs and/or schedule delays or schedule modifications to perform the changes identified in the Change Directive, unless another time period for response is specified in the Change Directive.

If AUTHORITY directs CONTRACTOR to perform additional work, the basis for compensation for such work shall be either, or a combination of: 1) an increase or decrease in the quantity of Contract items, 2) a negotiated lump sum price, or 3) force account work, as determined by AUTHORITY. The markups described in GC-60 shall be the maximum allowed for all additional work directed by AUTHORITY. Upon agreement with the CONTRACTOR, AUTHORITY shall issue an appropriate Change Order.

If the CONTRACTOR and AUTHORITY cannot agree on the appropriate adjustment to the Contract Price or schedule, CONTRACTOR may either accept AUTHORITY’s determination or identify and submit the matter as a Claim pursuant to the provisions of GC 68, Claims. In the event of a dispute, CONTRACTOR shall proceed with the Work without delay as directed by AUTHORITY.

### GC-66 Change Order

A Change Order is a written document issued by AUTHORITY, that:

- Changes the Contract Price, as modified by any previously executed Change Orders, or
- Alters the scope of Work under the Contract, or
- Alters the schedule for performance of the Work under the Contract as set forth in the currently approved schedule, or
- Makes any other change to the Contract, or
- Makes a combination of any of the aforementioned Contract changes.

### GC-67 Differing Site Conditions

#### 67.1 Soil Boring or Other Data

Where AUTHORITY has included or referred to soil boring information or other data about the existing site conditions in the Contract, they are included for CONTRACTOR’s information only and AUTHORITY does not guarantee the accuracy of the information contained therein.

#### 67.2 Notice of Differing Conditions

CONTRACTOR shall promptly and before such conditions are disturbed, notify AUTHORITY in writing of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or unknown physical conditions at the site, of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

All Change Requests involving differing site conditions and any Claims based thereon shall be deemed waived unless the CONTRACTOR has given written notice before the conditions are disturbed as specified herein, and has complied with the notice provisions of GC-65.1, Change Requests.
AUTHORITY will, as soon as practicable, investigate or cause to be investigated the items noted by CONTRACTOR and, if it is determined that such conditions do materially so differ and cause an increase or decrease in CONTRACTOR’s cost of or time required for the performance of any part of the Work under the Contract, whether or not changed as a result of such conditions, AUTHORITY shall issue a Change Directive or Change Order under the procedures described in GC-65, Change Requests and Change Directives and GC-66, Change Order.

Any suspension of Work caused by differing conditions shall be administered in accordance with the provisions of GC-69, Suspension of the Work.

If a dispute arises between the AUTHORITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under this Contract; provided, however, the CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**GC-68 Claims**

**68.1 Claim Defined**

“Claim” means a separate demand by CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, CONTRACTOR pursuant to the Contract and payment of which is not otherwise expressly provided for or that CONTRACTOR is not otherwise entitled to as determined by the AUTHORITY in response to a CONTRACTOR Change Request, or (c) an amount the payment of which is disputed by AUTHORITY.

CONTRACTOR shall submit to AUTHORITY a Notice of Claim within seven (7) calendar days after receipt of or the discovery of information, or the occurrence of an event, or any actions of AUTHORITY or its agents, that CONTRACTOR believes will result in a Claim. The Notice of Claim shall state the reason(s) for the Claim and the nature of the additional costs that it believes it will incur. Such notice shall be submitted prior to the submission of the Claim documentation described below, unless the Claim is submitted within the seven (7) day period for providing notice.

**68.2 Claim Requirements**

1. Any submittal intended by the CONTRACTOR to be evaluated by AUTHORITY as a Claim shall be entitled “Claim.”

2. All claims shall be submitted by the CONTRACTOR within thirty (30) days after the date of the event giving rise to the Claim, such as, for example, the denial by AUTHORITY of a Change Request, the failure of AUTHORITY to respond to a Change Request within ninety (90) days after receipt of required substantiating information and documentation, or the issuance by AUTHORITY of a disputed Change Order. Any Claim not submitted within the specified thirty (30) days shall be deemed waived.

3. Claims shall be in writing and must be submitted with all documents necessary to substantiate the Claim. A Claim must state in as much detail as possible the basis for the Claim and the additional compensation or extra time to which CONTRACTOR believes it is entitled. If the Claim is silent regarding entitlement to extra time, CONTRACTOR shall be entitled to no extra time in connection with the Claim. If the Claim is silent regarding additional compensation, CONTRACTOR shall be entitled to no additional compensation in connection with the Claim.
4. CONTRACTOR must notify the AUTHORITY promptly in writing of any changes in its previously submitted estimates of additional compensation or extra time, and the notification must state the reasons for the changes.

5. No Claims shall be filed later than the date of final payment.

6. All Claims and any amendments thereto shall include the fully executed certification set forth below. Any Claim submitted without a fully executed certification shall be rejected by AUTHORITY and returned to the CONTRACTOR.

I, _______________________________________, BEING THE ____________________________ (must be an officer) OF ______________________________________ (Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE AND CALIFORNIA GOVERNMENT CODE PERTAINING TO FALSE CLAIMS; AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER LEGAL CONSEQUENCES.

By ______________________________________

68.3 Claim Review

AUTHORITY shall respond in writing to CONTRACTOR's Claim within forty-five (45) calendar days after AUTHORITY's receipt of the Claim or AUTHORITY may request in writing, within thirty (30) days of receipt of the Claim, any additional information or documentation supporting the Claim that the CONTRACTOR must submit before the Claim can be fully evaluated. For claims exceeding $375,000 the AUTHORITY may, at its option, notify CONTRACTOR of extended time periods for review and response.

The AUTHORITY's written response to the Claim, as further documented, shall be submitted to CONTRACTOR within fifteen (15) days after receipt of the further information or documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

68.4 Claim Settlement Conference

If CONTRACTOR disputes AUTHORITY's written response, or if AUTHORITY fails to respond within the time prescribed, CONTRACTOR may so notify AUTHORITY, in writing, either within fifteen (15) days of receipt of AUTHORITY's response or within fifteen (15) days of AUTHORITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and discuss settlement of the issues in dispute. Upon a demand, AUTHORITY shall schedule a claim settlement conference within thirty (30) days for possible settlement of the dispute.

The claim settlement conference shall be structured and attended as described below, or as mutually agreed prior to the conference.

Attendance by: Authorized representative of the AUTHORITY
  AUTHORITY's Construction Program Director, referred to here as an "officer;"
  Authorized representative of the CONTRACTOR,
  Principal or officer of the CONTRACTOR,
  Authorized representative of any involved subcontractor,
  Principal or officer of any involved subcontractor,
Support Staff: The authorized representatives of the parties may each have a maximum of two support staff also attend the conference and give part of the presentation and answer questions.

Agenda: 1) Authorized representative of the Claimant briefly presents its Claim orally to the attendees. Handouts and exhibits summarizing the Claim and the issues are permitted. At least one complete copy of the Claim and all supporting documents shall be available in the meeting room.

2) Authorized representative of the AUTHORITY briefly presents its defense of the Claim orally. Handouts and exhibits are permitted. At least one complete copy of previously transmitted rebuttals to the Claim by AUTHORITY shall be available in the meeting room.

3) The principals / officers of each party are allowed to ask questions of the presenters once all parties have made their presentations.

4) The Authorized representatives of the parties are excused from the meeting room, and the principals / officers attempt to reach a settlement of the Claim.

5) Authorized representatives and support staff may be recalled to the meeting room to answer questions, or clarify statements or facts.

6) If an agreement is reached, it is reduced to writing and the principals / officers of the parties sign the agreement before the meeting is ended.

7) If an agreement is not reached, the parties can either agree to a second session, within five (5) days, or agree that settlement of the Claim or any portion is not possible.

Following the claim settlement conference, if the Claim or any portion remains in dispute, CONTRACTOR may file a Government Code claim as provided in Chapter 1 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a Government Code claim must be filed shall be tolled from the time CONTRACTOR submits its written Claim pursuant to the above provisions until the time the Claim is denied as a result of the claim settlement process, including any period of time utilized by the claim settlement process.

The above procedures do not apply to Government Code claims for tort damages and are not intended, and shall not be construed, to change the time for filing such claims.

68.5 Procedures for Civil Actions

Claims not resolved at the Claim settlement conference(s), shall be resolved in accordance with the laws of the State of California.

Public Contract Code Section 20104.4, set forth below, establishes the following procedures for all civil actions filed to resolve claims of $375,000 or less under this Contract:

(a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing
with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney’s fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

The above claims procedures are also subject to Public Contract Code § 20104.6, which provides:

(a) No local agency shall fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

SUSPENSION OF WORK, CONTRACT TERMINATION

GC-69 Suspension of the Work

In addition to the right of AUTHORITY to suspend Work under any other provision of this Contract, AUTHORITY may require CONTRACTOR to suspend all or part of the Work called for by this Contract at any time for up to ninety (90) days after a written Suspension Order is delivered to CONTRACTOR, and for any further period to which the parties may agree. The Suspension Order shall include the following:

- A clear description of the Work to be suspended,
- Guidance as to the action to be taken on subcontracts, and
- Other requests or direction for minimizing costs or schedule impacts.

Upon receipt of a Suspension Order, CONTRACTOR shall comply with its terms immediately and take all reasonable steps to minimize cost allocable to the Work covered by the Order during the period of work stoppage. Within the period specified by the Order, or within any extension of that period to which the parties may agree, AUTHORITY may:

- Terminate the Work covered by the Order as set forth in this section,
- Cancel the Suspension Order, or
- Allow the period of the Suspension Order to expire.
CONTRACTOR shall resume work upon the cancellation or expiration of a Suspension Order. An equitable adjustment shall be made in the Work scope, Contract Price, or Contract time, as appropriate, and the Contract shall be modified in writing in accordance with GC-32 Excusable Delays and Extensions of Time and GC-69 Suspension of the Work if:

- The Suspension Order results in an increase in the time required for, or in CONTRACTOR's cost properly allocable to, the performance of any part of this Contract, and
- CONTRACTOR asserts a claim for an adjustment within thirty (30) days after the end of the period of work stoppage, and
- The Suspension Order was not caused by CONTRACTOR's default or other act or omission within the control or responsibility of CONTRACTOR.

In preparation for and during suspensions of work, CONTRACTOR shall take every reasonable precaution to prevent damage to or deterioration of the Work. CONTRACTOR shall repair or replace, at no cost to AUTHORITY, Work that is damaged or deteriorated during a work suspension due to CONTRACTOR's failure to comply with this duty. If AUTHORITY determines that CONTRACTOR is not taking reasonable precautions and CONTRACTOR fails to take the corrective action within five (5) days after written notice from AUTHORITY, AUTHORITY may cause such action to be taken and recover the reasonable cost thereof from CONTRACTOR.

**GC-70 Termination for Convenience or in the Public Interest**

Refer to the Agreement for termination for convenience provisions.

**GC-71 Termination for Default**

Refer to the Agreement for termination for default provisions.

**GC-72 Contractor's Duties Upon Termination**

After receipt of a Notice of Termination, either for default or convenience, CONTRACTOR shall:

- Stop work under the Contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated,
- Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination,
- Assign to AUTHORITY in a manner, at the times, and to the extent directed by AUTHORITY, all of the rights, title, and interest of CONTRACTOR under the purchase orders and subcontracts so terminated, and
- Not be permitted access to the project site if the Notice of Termination so states.

**WARRANTY PROVISIONS**

**GC-73 Warranty**

It is a condition of this Contract that the equipment, materials or design furnished, and workmanship performed by the CONTRACTOR or any subcontractor or supplier at any tier, shall conform to the requirements of this Contract and shall be free of any defect. Neither inspection, testing and acceptance by AUTHORITY of such equipment, materials, design or work performed, partial or final payment, nor any provisions of the Contract, shall relieve the CONTRACTOR from responsibility for any latent defect, gross
mistakes or fraud. The CONTRACTOR and its surety(s) shall warrant, regardless of the warranties obtained from the Subcontractors, all equipment, materials, design and workmanship for a period of one (1) year, or longer if specified elsewhere, from the date of Final Acceptance by AUTHORITY of all of the work under the Contract or any discrete portion thereof. The CONTRACTOR’s warranty with respect to work repaired or replaced shall also run for one (1) year from the date of repair or replacement. In addition, the CONTRACTOR shall furnish a written guarantee covering all or certain items of work and shall extend any warranty from a subcontractor or supplier that exceeds the above warranty period. If such additional or varying guarantees are required, they will be specified in the Special Conditions or the Technical Specifications of this Contract. AUTHORITY retains the right, at its sole discretion, to assign to a third Party any warranty received under this Contract.

GC-74 Warranty Work

The CONTRACTOR is responsible for all warranty-covered repair work during the warranty period as specified above. The CONTRACTOR shall provide at its own expense, all spare products and tools required for repairs. To the extent practicable, the AUTHORITY will allow the CONTRACTOR or its designated representative to perform such work. When warranty repairs are required, AUTHORITY and the CONTRACTOR's representative shall agree on the most appropriate remedy to be performed within a reasonable time. If the CONTRACTOR fails to remedy any failure or defect within a reasonable time, AUTHORITY shall have the right to replace, repair, or otherwise remedy the failure or defect at the CONTRACTOR’s expense. At its discretion, AUTHORITY may also perform such work if it deems necessary to do so to meet its operational commitments or other requirements. The CONTRACTOR shall reimburse AUTHORITY for all expenses for such work. The CONTRACTOR shall reimburse the AUTHORITY for such work within sixty (60) days of receipt of warranty claim.

GC-75 Warranty on Replaced Parts

Any materials, parts or components that are used for replacement under the initial warranty period shall be warranted again for the total original warranty period of the replaced particular material, part or component.

GC-76 Systematic Failures

In the event that, during the warranty period, repairs or modifications necessitated by defective design, material, or workmanship occur to an extent in excess of 10 percent of the components used for the same function in the same assembly or subsystem purchased under this Contract, the CONTRACTOR shall promptly furnish all necessary labor and material to effect such repairs and modifications for every system delivered under the Contract under the terms and conditions outlined, including systems in which the item has not yet failed. When requested by AUTHORITY, the CONTRACTOR will be required to provide a written failure analysis report for defective products supplied under this contract and which occurred during the warranty period. The report shall be received by AUTHORITY within forty-five (45) days from the date of request.
SECTION VII
SPECIAL CONDITIONS – EXHIBIT A-1
EXHIBIT A-1

SPECIAL CONDITIONS

Approved for use by the Engineer of Record

By: Kendall Zirkel Date: 09/10/12

AECOM, Orange, California
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SC-1 Special Requirements

1.1 Standard Specifications

Unless specifically noted otherwise, references to the “Standard Specifications” or “Greenbook Standard Specifications” shall mean the 2009 Edition of the Standard Specifications for Public Works Construction (SSPWC), with the following exceptions. References to Greenbook Part 1, Sections 2 thru 9 shall not apply to the work of the Contract. The General Conditions and Special Conditions of this Contract shall be substituted for any references to Greenbook Sections 2 thru 9. Greenbook Section 1 – Terms, Definitions, Abbreviations, Units of Measure, and Symbols shall apply only to the requirements of the Technical Specifications and Plans.

Unless specifically noted otherwise, references to the “Caltrans Standard Specifications” shall mean the 2006 Edition of the California Department of Transportation Standard Specifications and all its amendments as of the date of the advertisement for bids, with the following exceptions. References to Caltrans Standard Specifications Sections 2 thru 9 shall not apply to the work of the Contract. The General Conditions and Special Conditions of this Contract shall be substituted for any references to Caltrans Standard Specifications Sections 2 thru 9. Caltrans Standard Specifications Section 1 – Definitions and Terms shall apply only to the requirements of the Technical Specifications and Plans.

Unless specifically noted otherwise, references to the “City of Anaheim Water Specifications” shall mean the 2009 Edition of the City of Anaheim Public Utilities Department Water Services Standard Specifications and any applicable amendments as of the date of the advertisement for bids. The General Conditions and Special Conditions of this Contract shall still govern, and the City of Anaheim Water Specifications Section 1.02, Definitions, shall apply only to the requirements of the Technical Specifications and Plans.

Unless specifically noted otherwise, references to the “OCSD Sewer Specifications” shall mean the 2012 Edition of the Orange County Sanitation District Design and Construction Requirements for Sanitary Sewers, and any applicable amendments as of the date of the advertisement for bids. The General Conditions and Special Conditions of this Contract shall still govern, and the OCSD Sewer Specifications Section 12.1, Definitions, shall apply only to the requirements of the Technical Specifications and Plans.

Unless specifically noted otherwise, references to the “MUTCD” shall mean the 2010 Edition of the California Manual on Uniform Traffic Control Devices and all its amendments as of the date of the advertisement for bids.

In the case of a conflict between the requirements of any referenced standard and Contract Documents, the cost to construct or implement the strictest requirement shall be included in the Contract Price. In the case of conflicts that cannot be resolved by following the strictest requirement, the CONTRACTOR shall bring the issue to the attention of AUTHORITY for resolution.

1.2 Standard Plans

Unless specifically noted otherwise, references to “Standard Plans for Public Works Construction (SPPWC)” shall mean the 2009 edition, references to “Caltrans Standard Plans” shall mean the 2006 edition of the California Department of Transportation Standard Plans including all errata, references to “Orange County Resources & Development Management Department Standard Plans” shall mean the 2006 edition, references to the “Standard Plans and Details for the City of Anaheim” shall be the latest released drawing as of the advertisement for bid date, and references to the “Orange County Sanitation District Standard Plans” shall mean the 2009 edition.

In the case of a conflict between the requirements of any referenced standard and Contract Documents, the cost to construct or implement the strictest requirement shall be included in the Contract Price. In the case
of conflicts that cannot be resolved by following the strictest requirement, the CONTRACTOR shall bring
the issue to the attention of AUTHORITY for resolution.

1.3 Cooperation with and Requirements of the City

The Work of the project is being performed within the City of Anaheim and the City of Placentia (hereinafter
together and individually referred to as "City").

The AUTHORITY will coordinate with the City for inspection and acceptance of the Project, or portion
thereof, upon completion by the CONTRACTOR, and will accept control and maintenance of those portions
of the Project lying within its City boundaries. The CONTRACTOR shall expect involvement by City
departments and representatives during performance of the work. During the project performance period
and final acceptance process, the CONTRACTOR should expect that both the AUTHORITY and the City
will inspect the work.

Although many parts of the Contract Documents identify the "AUTHORITY" as the inspection, review and
acceptance party, the use of the term AUTHORITY in those instances may also mean review and
acceptance by AUTHORITY and/or the City, or other agencies and entities other than AUTHORITY.

The AUTHORITY shall be the CONTRACTOR's single point of contact for administration of the
Contract. Unless otherwise instructed by AUTHORITY, all submissions requiring approval shall be
submitted to AUTHORITY and AUTHORITY will forward the submission to the appropriate reviewing
authority. All specified "notices" to the City or other agencies shall be provided to the AUTHORITY's
authorized representative and AUTHORITY will forward the notice to the appropriate authority.

All work of the project performed within the City boundaries shall be completed in conformance with City's
Municipal Code and its regulations, procedures, manuals, standards and specifications. In the case of
conflicting requirements of the City’s Municipal Code, and its regulations, procedures, manuals, standards
and specifications, and the Contract Documents, the cost to construct or implement the strictest
requirement shall be included within the Contract Price. In the case of conflicts that cannot be resolved by
following the strictest requirement, the CONTRACTOR shall bring the issue to the attention of AUTHORITY
for resolution.

CONTRACTOR shall obtain a permit from the City Public Works department for any work done within the
jurisdictional boundaries of City. The City has agreed to waive the permit fees.

CONTRACTOR shall assume a minimum thirty (30) day period for City reviews of submitted items requiring
its approval.

CONTRACTOR shall cooperate with the City and shall schedule its work in a manner that minimizes
impacts to businesses, residences and the public.

CONTRACTOR shall comply with the provisions of the City's Pollution Discharge Elimination System
ordinances.

1.4 Traffic Management

The Traffic Handling Plans (TH Plans) indicate the traffic management and control measures and detours
necessary to construct the project in accordance with the various stages of the project indicated by the
Stage Construction Plans (CS Plans). The TH Plans do not show all forms of traffic control measures, such
as temporary lane closures, the Stage 4 traffic control measures, temporary access locations, and night
time and off-hours traffic control, or other measures required for the CONTRACTOR to perform the work. It
is anticipated that the CONTRACTOR will have to make modifications to the traffic management and traffic
control indicated by the TH Plans to address its detailed planning and scheduling of the work, or if the
CONTRACTOR's means and methods alter the staging and phasing of the work or the TH Plans. Any
deviations from, or modifications to the TH Plans shall be made by a professional Civil Engineer, registered
in the State of California, and shall be at the expense of the CONTRACTOR. The cost of any additional traffic management and control measures and detours not indicated are considered to be incidental to the performance of the items of work and no additional compensation will be made for such traffic management and control measures and detours. The CONTRACTOR shall amend, submit to the AUTHORITY and obtain approval from AUTHORITY, participate in meetings, and provide supplemental information and data to the City and other approving authorities, for any modifications to the TH Plans and other contract requirements affecting traffic control and traffic management. Submission of proposed modifications to specified and indicated traffic control and traffic management shall be made not less than twenty (20) days prior to implementation of the revised traffic control schemes proposed by the CONTRACTOR. The CONTRACTOR shall not proceed with the execution of revisions to traffic control and traffic management without prior written approval of the Engineer.

CONTRACTOR shall coordinate its Stage 2 and Stage 3 traffic management work with that of the Tustin-Rose Grade Separation Project contractor where the Orangethorpe Avenue Grade Separation Project and the Tustin-Rose Grade Separation Project traffic control measures overlap. Minor adjustments may be required to the traffic handling configurations depicted by the TH Plans along Orangethorpe Avenue. The project-specific Transportation Management Plan (“TMP”), which is included as EXHIBIT M of the Agreement, shall be implemented by the CONTRACTOR during construction to minimize temporary traffic impacts. In the case of conflicting information or requirements of the plans / specifications and the TMP, the plans and specifications will govern. The AUTHORITY has also prepared a Regional TMP for all of the grade separation projects being implemented, which can be obtained from the AUTHORITY at the CONTRACTOR’s request.

The contract lump sum price paid for TRAFFIC MANAGEMENT AND TRAFFIC CONTROL shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals, for all temporary traffic control work indicated on the Stage Construction and Traffic Handling drawings, and other contract documents, all temporary traffic control measures required to perform the work, and for doing all the work involved in implementing the various components of the TMP as specified in EXHIBIT M.

1.5 Traffic Control

Unless otherwise noted or specified, traffic control practices, devices and equipment shall conform to the 2010 edition of the Caltrans Department of Transportation publication entitled “CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES,” also called the California MUTCD 2010, the 2010 edition of the California Sign Specification, and the 2004 edition English version of the FHWA Standard Highway Signs book with Interim Releases for New and Revised Signs as posted on the FHWA website (http://mutcd.fhwa.dot.gov/shsm_interim/index.htm).

1.6 Cooperation with and Requirements of the BNSF Railroad

The Work of the project is being performed in cooperation with the BNSF Railway Company (“BNSF”). The CONTRACTOR shall at all times coordinate its work with BNSF and cooperate with BNSF. The CONTRACTOR shall comply with the requirements of BNSF as described by the project Construction and Maintenance Agreement between BNSF, the City of Placentia and the AUTHORITY, and the exhibits that are a part of the Construction and Maintenance Agreement (the “BNSF C&M Agreement”), a copy of which is included as EXHIBIT I of the Agreement between the AUTHORITY and the CONTRACTOR.

The CONTRACTOR shall comply with all requirements of the BNSF C&M Agreement that are identified to be completed or performed by the “AUTHORITY’s contractor” or similar term with the same meaning.

BNSF will install the signal equipment for the temporary at-grade crossing for the Temporary Bypass Road as indicated on the drawings and described in the BNSF C&M Agreement. The CONTRACTOR shall cooperate with BNSF and shall coordinate its work with the work performed by BNSF. The CONTRACTOR shall include in its project schedule activities with durations that represent the work performed by BNSF and indicate how that work is logically tied to the CONTRACTOR’s work.
The CONTRACTOR shall perform all other work within BNSF right of way as indicated on the drawings and described in the BNSF C&M Agreement which is not being performed by BNSF. Where the BNSF C&M Agreement states that it is the AUTHORITY’s responsibility to perform work of the Project, it shall mean the CONTRACTOR shall perform that work. It is the intent of the Contract that all incidental and miscellaneous work necessary for a complete Project whether or not specifically shown, and which is not being performed by BNSF, shall be performed by the CONTRACTOR.

The CONTRACTOR is required to request from BNSF, and obtain and execute a Temporary Construction Crossing Agreement for any temporary crossing requested by the CONTRACTOR to aid in the construction of this Project. The AUTHORITY does not guarantee that BNSF will allow the CONTRACTOR to utilize a temporary construction crossing. The CONTRACTOR must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF, and as indicated on the drawings. Temporary structures over or adjacent to BNSF tracks and/or within the BNSF right of way are subject to BNSF review and approval prior to the temporary structures being installed.

CONTRACTOR shall submit to AUTHORITY, for submission to BNSF, three (3) reduced size (11” x 17”) sets of drawings, details and calculations, of the plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF’S tracks, and one (1) Adobe Acrobat PDF copy of the entire submittal on a compact disk, in accordance with the BNSF C&M Agreement. The shoring, falsework or cribbing used by AUTHORITY’s contractor shall comply with BNSF’s Bridge Requirements set forth in Exhibit F of the BNSF C&M Agreement, CONTRACTOR shall submit such drawings, details, calculations, plans and specifications to AUTHORITY a minimum of twenty (20) days prior to the date that the submittal package is required to be submitted to BNSF, for a pre-review by the AUTHORITY. CONTRACTOR shall allow for the specified time for AUTHORITY’s and BNSF’s review of CONTRACTOR-prepared drawings, details, calculations, plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF’S tracks in its schedules and construction planning. The CONTRACTOR shall be responsible for any project delays and costs caused by incomplete and/or unacceptable submissions.

The conditions of use of the three areas of the BNSF property designated as Temporary Construction License areas are described in detail in the BNSF C&M Agreement, and also in Section SC-6.8.

BNSF will provide BNSF flagmen during the performance of certain work of the CONTRACTOR. CONTRACTOR shall notify AUTHORITY a minimum of thirty (30) days prior to the operation requiring BNSF flagmen in accordance with the BNSF C&M Agreement. Refer to section SC-1.6.4 regarding the BNSF flagman.

CONTRACTOR shall notify AUTHORITY and BNSF a minimum of thirty (30) days prior to commencing work on BNSF property or near BNSF tracks in accordance with the BNSF C&M Agreement.

Reference is made to ARTICLE III, paragraph 5, of the BNSF C&M Agreement. The CONTRACTOR shall perform the track surveys described in that paragraph 5 (which are indicated to be performed by the AUTHORITY) utilizing the services of an independent Land Surveyor licensed in the State of California, acceptable to the Engineer. The independent Licensed Land Surveyor shall provide the survey results directly to BNSF, the CONTRACTOR, and to the AUTHORITY, as specified in ARTICLE III, paragraph 5, of the BNSF C&M Agreement, and within 24 hours of each survey.

The CONTRACTOR’s attention is specifically directed to paragraph 10 of Article III of the BNSF C&M Agreement which describes the CONTRACTOR’s duties, obligations and liability for damage related to fiber optic, communication, and other cable lines, systems, and utilities owned by various companies that are above ground or buried on BNSF’s property or Rail Corridor. By reference, those provisions are hereby incorporated into the Agreement between the CONTRACTOR and the AUTHORITY.

The CONTRACTOR’s attention is specifically directed to paragraph 11 of Article III of the BNSF C&M Agreement which refers to the provisions set forth in Article III of the BNSF C&M Agreement, the provisions
set forth in Article V of the BNSF C&M Agreement, and the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit F of the BNSF C&M Agreement. By reference, those provisions are hereby incorporated into the Agreement between the CONTRACTOR and the AUTHORITY.

The CONTRACTOR's attention is specifically directed to paragraph 12 of Article III of the BNSF C&M Agreement which describes general work practices and requirements within, adjacent to, or affecting BNSF operations or property. By reference, those provisions are hereby incorporated into the Agreement between the CONTRACTOR and the AUTHORITY.

The BNSF C&M Agreement and its Exhibits contain information about the number of passenger and freight trains and train timetable speeds for the route. That information should be considered by the CONTRACTOR to be rough estimates provided by BNSF at the time that the BNSF C&M Agreement was drafted. The stated number of passenger and freight trains and train timetable speeds for the route are not warranted by the AUTHORITY to be accurate at the time of bid, or for the duration of the project. The CONTRACTOR should expect the number and frequency of passenger and freight trains to be different that what is stated in the BNSF C&M Agreement. The CONTRACTOR is expected to familiarize itself with the current train speeds and frequency for the route and use that information and its experience in estimating the impact that train traffic will have on its construction operations.

The requirements of the BNSF C&M Agreement and these Special Conditions shall be made a part of all subcontract agreements entered into by the CONTRACTOR for the work of the Project.

1.6.1 Scheduling Railroad Work. The CONTRACTOR’s attention is specifically directed to Article V of the BNSF C&M Agreement which describes joint obligations of the parties and the AUTHORITY’s CONTRACTOR. Paragraph 3 of Article V of the BNSF C&M Agreement is replicated below.

AUTHORITY must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF’s discretion, any work that would affect train operations shall be scheduled at night. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

With respect to the work of the Agreement between the CONTRACTOR and AUTHORITY, delay by BNSF in completion of BNSF’s work, as described in the BNSF C&M Agreement paragraph above, shall not be grounds for any claims for additional compensation by the CONTRACTOR. Any such delay by BNSF in the start or completion of BNSF’s work which is demonstrated by the CONTRACTOR to be a Project schedule critical path delay shall be considered a Force Majeure delay as defined by the Agreement and General Conditions GC-32. Subject to a determination in accordance with Special Conditions SC-23 that a delay to the project completion date had occurred, a time extension may be allowed, but no compensation for Time Related Overhead (TRO) or any other costs would be paid by the AUTHORITY as a result of such BNSF delay.

Following any natural disaster or act of God, the CONTRACTOR shall allow BNSF to inspect all tracks, structures, and other appurtenances located within the BNSF right of way prior to resuming construction activities or service. Any delay caused by these BNSF inspections or track repair work shall be considered
a Force Majeure delay as defined by the Agreement and General Conditions GC-32. Subject to a
determination in accordance with Special Conditions SC-23 that a delay to the project completion date had
occurred, a time extension may be allowed, but no compensation for Time Related Overhead (TRO) or any
other costs would be paid by the AUTHORITY.

The CONTRACTOR’s attention is specifically directed to Article V of the BNSF C&M Agreement which
describes joint obligations of the parties and the AUTHORITY’s CONTRACTOR. Paragraph 14 of Article V
of the BNSF C&M Agreement is replicated below.

The parties mutually agree that no construction activities for the Project, nor future
maintenance of the Structure once completed, that would interfere with operations of the Rail
Corridor will be permitted during the fourth quarter of each calendar year. Emergency work
will be permitted only upon prior notification to BNSF’s Network Operations Center
(telephone number: 800 832-5452). The parties hereto mutually understand and agree that
trains cannot be subjected to delay during this time period.

The CONTRACTOR’s plan for completing the work and its Project Schedule shall allow for the fourth
quarter “restricted work” period for work performed by BNSF, work by the CONTRACTOR that could
potentially affect train operations, or CONTRACTOR work that may be prohibited by BNSF during the fourth
quarter.

CONTRACTOR can expect that BNSF and its separate contractors will likely perform routine track
maintenance tasks during the project duration. Those BNSF forces and its contractors may replace and
modify track and equipment, temporarily store materials within the railroad right of way, and perform other
tasks not directly related to the Project which may affect CONTRACTOR work. CONTRACTOR shall
cooperate with and coordinate its work with BNSF and its separate contractors which are performing routine
track maintenance and other work within the limits of the project.

1.6.2 Execution of the BNSF–Contractor Agreement. The CONTRACTOR’s attention is specifically
directed to Exhibit C - CONTRACTOR REQUIREMENTS and Exhibit C-1 of the BNSF C&M Agreement
that is included as EXHIBIT I of the Agreement between the CONTRACTOR and the AUTHORITY.

Exhibit C-1 of the BNSF C&M Agreement titled “Agreement Between BNSF RAILWAY COMPANY and the
CONTRACTOR” must be executed by the CONTRACTOR and the insurance requirements contained in
that agreement must be satisfied prior to commencement of work within the Railway Property. A copy of the
Exhibit C-1 “Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR” signed by BNSF
and the CONTRACTOR, and proof of railroad insurance, must be submitted to the AUTHORITY before the
AUTHORITY will issue the Notice to Proceed with Construction at the project site (SC-4.2.2).

1.6.3 Superintendence During BNSF Work. The CONTRACTOR is required to have at the project site the
authorized representative of the CONTRACTOR, or its designee, as per GC-24.1, at all times when the
BNSF or its contractors(s) are performing work that is part of the project. Such times will likely include work
hours that are outside normal business hours and may include 24-hour-per-day work periods and weekend
work.

1.6.4 BNSF Flagman. At the AUTHORITY’s expense, BNSF will provide to the CONTRACTOR the
services of one or more BNSF flagman during each work day of the construction phase of the Project when
work by the CONTRACTOR requires one or more BNSF flagman. Personnel of the CONTRACTOR may
not perform flagging or other protective services for railroad operations.

The AUTHORITY has established an allowance of Five Hundred (500) BNSF flagman days when work
performed by the CONTRACTOR is anticipated to require BNSF flagman. Any BNSF flagman days
required by the CONTRACTOR in excess of that number shall be paid by the CONTRACTOR and
accounted for through a deductive Contract Change Order.
A BNSF flagman day is defined as a 10-hour day for one flagman. More than one BNSF flagman may be required during some construction operations. Additional BNSF flagging services, if requested by the CONTRACTOR or deemed necessary by BNSF in excess of the specified number of AUTHORITY-provided flagman days may be provided at the cost of the CONTRACTOR. The CONTRACTOR is hereby advised to carefully schedule and plan all work requiring BNSF flagging services so as to avoid the cost of additional flagman service days. The CONTRACTOR shall pay $1,200 to the AUTHORITY for a 10-hour flagman day for all days in excess of the number of AUTHORITY-provided flagman days identified above. A credit adjustment of $600 for each flagman day will be made to the Contract Price if fewer AUTHORITY-flagman days are utilized by the CONTRACTOR than are specified above. The credit adjustment, if any, shall be made at the completion of the project.

Additional fees will be charged by the BNSF for overtime beyond 10 hours per day at the actual cost for time and one-half, or double-time for overtime work, and for premium costs for work on normal rest days and work on holidays for the requested flagging services. The added BNSF actual costs for premium time flagging services shall be borne by the CONTRACTOR, will be accumulated by the AUTHORITY and presented to the CONTRACTOR as they are incurred, and periodically deducted from the Contract Price through a Contract change order.

1.7 ADA Standards
CONTRACTOR shall comply with all current Americans with Disabilities Act (ADA) requirements in effect as of the bid advertisement date. If CONTRACTOR identifies any work requirement that differs from or conflicts with the current ADA requirements, it shall bring such discrepancy to the attention of the Engineer prior to beginning that work. The Engineer will reply with direction as to how the CONTRACTOR shall proceed.

SC-2 Indemnification and Insurance

2.1 Indemnification
Refer to Article 19 of the Agreement between the AUTHORITY and the CONTRACTOR for indemnification terms and conditions.

2.1.1 Other Indemnitees
The Agreement requires the CONTRACTOR to indemnify, defend, and hold harmless the AUTHORITY, State of California, the City, or other entity within whose jurisdiction or on whose property the work is being performed. Those other entities include but are not limited to the following parties.

- The City of Placentia
- The City of Anaheim
- Orange County Flood Control District
- Orange County Water District
- The County of Orange, California
- The Gas Company (Southern California Gas)
- AT&T California
- Southern California Edison Company
- Golden State Water Company
- Sprint Communications Company
- Time Warner Cable
- Efrain V. Padilla and Maria R. Padilla
- Stephanie Irene Williams
- Jazzbrite Properties LLC
- Herbert Myers
- Herbert Myers
2.2 Insurance Provisions

Refer to Article 11 of the Agreement between the AUTHORITY and the CONTRACTOR for the general insurance terms and conditions. In addition to the insurance requirements contained in the Agreement and in other Contract Documents, the CONTRACTOR shall also comply with the following project-specific requirements.

2.2.1 Other Insured Entities. General Liability, Employer’s Liability, Railroad Protective Liability, and Automobile Liability insurance policies, certificates of insurance, and insurance policy endorsements furnished pursuant to this Agreement shall include the following entities as an additional insureds.

- The City of Anaheim, its officers, agents, elected officials, and employees.
- The City of Placentia, its officers, agents, elected officials, and employees.
- Orange County Flood Control District, its officers, agents, elected officials, and employees.
- Orange County Water District, its officers, agents, elected officials, and employees.
- County of Orange, California, its officers, agents, elected officials, and employees.
- The Gas Company (Southern California Gas)
- AT&T California
- Southern California Edison Company
- Golden State Water Company
- Sprint Communications Company
- Time Warner Cable
- Efrain V. Padilla and Maria R. Padilla
- Stephanie Irene Williams
- Jazzbrite Properties LLC
- Herbert Myers
- Michael Myers
- Bella Vista on the Green Homeowners Association
- Cruzaldo Zuniga and Carina Zuniga
- Kary Oncu
- Vistara Homeowners Association
- Las Palmas Homeowners Association

2.2.2 BNSF Insurance Requirements. The BNSF C&M Agreement, included as EXHIBIT I of the Agreement between the AUTHORITY and the CONTRACTOR, contains additional CONTRACTOR insurance requirements. The CONTRACTOR agrees to procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors as required of the CONTRACTOR by the BNSF C&M Agreement and its Exhibit C and Exhibit C-1. The BNSF required insurance certificates and endorsements shall be submitted as required by Exhibit C-1 of the BNSF C&M Agreement.
SC-3 Contract Bonds

Refer to Article 12 of the Agreement between the AUTHORITY and the CONTRACTOR for payment bond and performance bond requirements. Prior to execution of the Contract, the CONTRACTOR shall file with the AUTHORITY on the forms provided, bonds in the amounts and for the purposes noted in the Agreement.

SC-4 Time for Performance

4.1 First Charged Day and Final Completion

The maximum Time for Completion of all Work under the Contract, excluding the Plant Establishment Period, is One Thousand (1,000) calendar days commencing on the First Charged Day.

The AUTHORITY can provide written notice to the CONTRACTOR establishing the First Charged Day to be no earlier than sixty (60) days after the LNTP, and, at its sole discretion, the AUTHORITY may establish the First Charged Day to be up to ninety (90) days after the LNTP.

The AUTHORITY will notify the CONTRACTOR in writing a minimum of seven (7) days prior to the AUTHORITY’s readiness to establish the date of the First Charged Day.

The calculated Contract Completion Date shall be identified in the AUTHORITY’s Notice to the CONTRACTOR which establishes the date of the First Charged Day.

4.2 Notices to Proceed

4.2.1 A Limited Notice to Proceed (“LNTP”) will be issued as described in the Agreement. As a condition precedent to the issuance of the LNTP, the CONTRACTOR shall furnish the EXHIBIT E “Performance Bond,” EXHIBIT F “Payment Bond,” and EXHIBIT G “Guaranty,” and the signed Agreement.

4.2.2 A Notice to Proceed with Construction (“NTPC”) will not be issued by the AUTHORITY until all pre-NTPC submission requirements and tasks, specified in more detail elsewhere and listed below, are satisfactorily met by the CONTRACTOR. The NTPC will permit the CONTRACTOR to commence construction activities and perform other work tasks at the project site.

- Acceptance by the AUTHORITY of all required Insurance Certificates
- Proof of Railroad Insurance Policy
- Pre-Construction Meeting
- Approval of the CONTRACTOR’s SWPPP
- Acceptance of the CONTRACTOR’s 120-day Preliminary Schedule
- Acceptance of the CONTRACTOR’s Injury and Illness Prevention Program
- Acceptance of the CONTRACTOR’s full-time Safety Representative(s)
- Acceptance of the CONTRACTOR’s Quality Control Program
- Acceptance of the CONTRACTOR’s Mitigation Measures Construction Efficiency Plan
- Copy of the BNSF – CONTRACTOR Agreement signed by both parties
- Proof of Railroad Insurance Policy
- Proof of orders for long-lead materials
- City of Placentia Encroachment Permit issued to the CONTRACTOR
- City of Anaheim Encroachment Permit issued to the CONTRACTOR
- Orange County Flood Control District (OCFCD) Permit issued to the CONTRACTOR

Any delay to the issuance of the NTPC caused by the CONTRACTOR’s failure to satisfy these requirements within sixty (60) days after the LNTP shall be deemed to be a CONTRACTOR-caused delay. Refer to section SC-4.1 which permits the AUTHORITY to establish the First Charged Day to be as early as sixty (60) days after the LNTP, regardless of whether or not the pre-NTPC requirements have been satisfactorily met.
4.3 Stage 2 Maximum Pile Driving Duration

The time limit for completion of all Orangethorpe Avenue Overhead Structure pile driving work, the Retaining Wall 4 pile driving work, and the Retaining Wall 9 pile driving work is One Hundred (100) calendar days after the start of the first Stage 2 pile driving operation. The first counted day for the Stage 2 pile driving operation shall be the day that the first pile is driven and the last day shall be when the last pile is driven for Stage 2 work. Pile driving equipment set up time prior to the first driven pile and equipment removal time after to the last driven pile is not counted. It is anticipated that the CONTRACTOR will be required to utilize shifts of longer than eight hours per day and / or multiple pile driving crews and equipment to complete the pile driving work within the allowable maximum duration. If the CONTRACTOR chooses to employ driven piles for any temporary shoring system, that pile driving operation will be counted as part of the maximum pile driving duration for purposes of this section.

4.4 Stage 3 Maximum Pile Driving Durations

The time limit for completion of all Atwood Channel Retaining Wall pile driving work is Twenty (20) calendar days after the start of the Atwood Channel Retaining Wall pile driving operation.

The time limit for completion of the Miller Street Bridge pile driving work, and the Retaining Wall 2 pile driving work is Forty (40) calendar days after the start of the earlier of the Stage 3 Miller Street Bridge pile driving operation or the Retaining Wall 2 pile driving operation.

The first counted day for the pile driving operation shall be the day that the first pile is driven and the last day shall be when the last pile is driven for the identified work. Pile driving equipment set up time prior to the first driven pile and equipment removal time after to the last driven pile is not counted. The CONTRACTOR may be required to utilize shifts of longer than eight hours per day and / or multiple pile driving crews and equipment to complete the pile driving work within the allowable maximum duration. If the CONTRACTOR chooses to employ driven piles for any temporary shoring system, that pile driving operation will be counted as part of the maximum pile driving duration for purposes of this section.

4.5 Maximum Temporary Bypass Road Duration

The duration that the Temporary Bypass Road is being utilized by the public shall be kept to a minimum by the CONTRACTOR when scheduling its work and executing the schedule. The maximum time limit for that traffic is utilizing the Temporary Bypass Road during Stage 2 is Three Hundred and Sixty (360) calendar days.

The Temporary Bypass Road usage duration shall begin on the day that traffic is switched from the Orangethorpe Avenue present alignment, with two lanes in each direction, to the Temporary Bypass Road configuration with one lane in each direction on Orangethorpe Avenue and with the Crowther Avenue and Chapman Avenue intersections closed. The actual start date of the measurement period shall be determined by the Engineer.

The completion date of Temporary Bypass Road usage duration shall be the day that traffic is switched from the Temporary Bypass Road configuration described above to the Stage 3 traffic configuration with one lane in each direction on Orangethorpe Avenue located on the newly constructed north half of the roadway section, and with the Crowther Avenue and Chapman Avenue open to vehicular traffic. The actual completion date of the measurement period shall be determined by the Engineer.

SC-5 Liquidated Damages and Other Damages

The CONTRACTOR agrees that its failure to complete the work or any part thereof within the time periods or by the dates specified in the Contract, as such time periods or dates may be revised by Change Order, will result in damages being sustained by the AUTHORITY and the traveling public. Since it is impractical and infeasible to determine the actual amount of such damage, it is further agreed that the CONTRACTOR
shall pay to the AUTHORITY, as agreed, fixed and liquidated damages and not as a penalty, the amount specified hereunder for each day of delay or part thereof until such work or part thereof is completed and accepted, and the CONTRACTOR and its surety shall be liable for the amount thereof.

The AUTHORITY may deduct the sum of liquidated damages from progress or final payment(s) due under this Contract as follows:

5.1 Project Completion
Liquidated damages are Eight Thousand Eight Hundred dollars ($8,800) per calendar day for each day beyond the Contract Completion Date.

5.2 Stage 2 Maximum Pile Driving Duration
Liquidated damages are Two Thousand dollars ($2,000) per calendar day for each day beyond the time specified in section SC-4.3.

5.3 Stage 3 Maximum Pile Driving Duration
Liquidated damages are Two Thousand dollars ($2,000) per calendar day for each day beyond the time specified in section SC-4.4 for each of the two maximum time periods.

5.4 Maximum Temporary Bypass Road Duration
Liquidated damages are Two Thousand Two Hundred dollars ($2,200) per calendar day for each day beyond the time specified in section SC-4.5.

5.5 Extended or Unauthorized Lane Closures of City Streets
Liquidated damages are Two Hundred and Fifty dollars ($250) for each fifteen minutes, or part thereof, per lane for unplanned and unapproved or extended closures of City streets described by Special Conditions Subsection SC-6.4.1, with a maximum of Ten Thousand dollars ($10,000) per 24-hour period per lane.

5.6 Railroad Track Closures
The CONTRACTOR’s attention is directed to section SC-1.6, Cooperation with and Requirements of the BNSF Railroad, and to Exhibit C-1 of the BNSF C&M Agreement, which is included as EXHIBIT I of the Agreement between the AUTHORITY and the CONTRACTOR. The BNSF C&M Agreement contains train delay damage provisions. The CONTRACTOR shall be responsible for payment of any and all damages to BNSF for train delays due to CONTRACTOR operations.

The CONTRACTOR shall coordinate execution of all work with BNSF to eliminate or minimize, to the greatest extent possible, interference and delays to all scheduled passenger and freight train movements.

CONTRACTOR shall not impact train operations in excess of the durations indicated and during the times stipulated in an approved Site Specific Work Plan (SSWP). If the CONTRACTOR exceeds the approved indicated or stipulated durations, or otherwise adversely impacts BNSF operations and/or Metrolink/Amtrak operations, the AUTHORITY (or City) will incur damages assessed by BNSF, and the CONTRACTOR shall reimburse the AUTHORITY for those damage assessments.

Rail service impacts, interruptions, and disruptions shall be considered an unauthorized delay to passenger and freight operations. The types of rail service operational impacts and assessments can include, but are not limited to:

- Construction operations exceeding the approved SSWP time limits;
- Construction operations resulting in unplanned or unauthorized slow orders;
• Construction operations resulting in the unplanned or unauthorized stoppage of a scheduled train and;
• Construction operations causing a rail service interruption or disruption resulting in alternate means of passenger transportation.

The CONTRACTOR shall be responsible for the actual BNSF charges and assessments that BNSF charges the AUTHORITY (or City) for rail service interruption assessments and expenses, plus a five percent (5%) administration fee for services by the AUTHORITY. A copy of the BNSF invoice and backup information will be provided to the CONTRACTOR, and the AUTHORITY will prepare a deductive change order to adjust the Contract Sum to account for the assessments and the 5% administrative fee.

5.7 Liquidated Damages for Use of TCE and TCL Areas
Refer to section SC-6.8 for liquidated damages associated with extended use of TCE and TCL areas beyond the specified duration.

5.8 Orange County Water District 72” Water Line Tie-In Duration
Liquidated damages are One Thousand Two Hundred Fifty dollars ($1,250) per calendar day for each day beyond the maximum specified duration of the water line shutdown period indicated in section SC-6.3.4 for connection of the new pipeline to the existing pipeline at each end.

5.9 Traub Lane Stage 2B Duration
Liquidated damages are One Thousand Two Hundred dollars ($1,200) per calendar day for each day beyond the maximum specified duration that the Stage 2B traffic handling configuration is in use at the Traub Lane / Orangethorpe Avenue intersection as described in section SC-6.3.6.

5.10 Traub Lane Stage 3A Duration
Liquidated damages are One Thousand Two Hundred dollars ($1,200) per calendar day for each day beyond the maximum specified duration that the Stage 3A traffic handling configuration is in use at the Traub Lane / Orangethorpe Avenue intersection as described in section SC-6.3.10.

5.11 Liquidated Damages are Additive
The liquidated damage amounts and other damages specified herein are additive and cumulative when the time periods overlap and when the nature of the damages is different. If the AUTHORITY assesses liquidated damages, an accounting of the days and damage amounts will be provided by the Engineer.

SC-6 Work Sequence & Constraints

6.1 Work Sequence
When required by these Special Conditions, the Technical Specifications, or the Plans, the CONTRACTOR shall follow the sequence of operations and restrictions as set forth therein.

Attention is directed to subsections SC-6.3, Order of Work Requirements, and SC-6.4, Working Hours and Work Restrictions, and the Stage Construction (CS) Plans and Traffic Handling (TH) Plans for details of the proposed construction sequencing.

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various items of work and no additional compensation will be allowed thereof.
6.2 Coordination of Work with Others

Refer to Subsection GC-39, Cooperation / Coordination and Work by Others. Also refer to SC-1.3, Cooperation with and Requirements of the City, SC-1.4, Traffic Management, SC-1.5, Traffic Control, and SC-1.6, Cooperation with and Requirements of the BNSF Railroad.

It is anticipated that work by other contractors, municipalities and utility companies may be in progress adjacent to and within the limits of this project during progress of the work on this contract. Progress schedules for other work/contracts, if available, may be inspected by the CONTRACTOR upon approval by the Engineer. Such progress schedules are tentative and cannot be guaranteed accurate.

The CONTRACTOR shall coordinate its Work with all other contractors, utility companies, and subcontractors performing work on or adjacent to the site. The CONTRACTOR shall schedule its work so as to avoid conflicts with other contractors, municipalities and utility companies and to avoid damage to completed or incomplete Work. The CONTRACTOR shall be responsible for any damage to the work of others if the CONTRACTOR’s actions resulted in such damage. The CONTRACTOR shall take immediate action to remedy such damage so as to not delay the immediate prosecution of the work. CONTRACTOR will ensure that its work does not interfere with Orange County Water District’s (OCWD), the Cities’, and each Utility Company’s routine and/or emergency operations and maintenance activities.

The CONTRACTOR shall coordinate its Work with private property owners and their tenants as indicated in the contract documents, including work within temporary construction easements, utility easements and work adjacent to private property.

The coordination of the CONTRACTOR’s work with other entities is the responsibility of the CONTRACTOR. The Engineer will assist the CONTRACTOR with that effort by forwarding CONTRACTOR notices that indicate dates of planned work and CONTRACTOR-prepared schedules to third-parties, and by participating in meetings between the CONTRACTOR and third parties to facilitate the coordination efforts. The CONTRACTOR is required to provide sufficient notice to the Engineer in advance of the CONTRACTOR’s work within the time limits described in the various parts of the contract documents.

6.3 Order of Work Requirements

The work shall be performed in conformance with the phasing and staging of construction shown on the plans and indicated below. Non-conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction, subject to approval of the Engineer in advance. The Engineer’s approval of any CONTRACTOR-requested modifications to the order of work or staging of the work shall not be grounds for a change order request or time extension request by the CONTRACTOR. If the CONTRACTOR deviates from the specified order of work, the staging plans, railroad work phasing, or sequencing indicated by the Contract Documents, it does so at its own risk and shall assume any and all time impacts and cost associated with such deviations.

Attention is directed to Section SC-23, Progress Schedule, of these Special Conditions regarding the submittal of project schedules. The Baseline Schedule must comply with all sequencing, construction staging, order of work, intermediate contract milestones and completion dates, even if the CONTRACTOR intends to request acceptance of a different plan for completing the project. The CONTRACTOR shall follow section SC-23.7 for submission of a Revised Schedule to propose any modifications to the specified sequencing, construction staging, order of work, or intermediate contract milestones. The Baseline Schedule and Revised Schedule may be submitted simultaneously for review.

During the performance of the work of this Contract, a separate contractor will be constructing the Tustin Avenue /Rose Drive (“Tustin-Rose”) Grade Separation project. That project includes roadway improvement work and BNSF railroad work tasks that are indirectly related to the work performed under this Contract. Close coordination between the CONTRACTOR and the Tustin-Rose Grade Separation project contractor may be required during the performance of the work. Deviations from the indicated roadway improvement work Staging and Traffic Handling that may affect the Tustin-Rose Grade Separation project will not be
permitted without the prior approval of the AUTHORITY. Also refer to Section SC-17, Contractor Cooperation and Coordination, and Section SC-1.6, Cooperation with and Requirements of the BNSF Railroad.

6.3.1 Order of Work General Requirements

All traffic control, signage, and barricades shall be in-place, and approved by the Engineer, prior to start of work within each stage / phase of the project construction. In each stage, after completion of the preceding stage, the first order of work shall be the implementation of the traffic control measures and removal of the preceding stage’s pavement delineation as needed for the traffic handling of the new stage, and as directed by the Engineer. Pavement delineation removal shall be coordinated with the new delineation so that lane lines are provided at all times on traveled ways open to public traffic. Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the CONTRACTOR, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

In each stage, the CONTRACTOR shall construct the permanent water pollution control, drainage inlet protection and erosion control as identified in the SWPPP, as specified in these General and Special Conditions and the Technical Specifications, as shown on the plans, and as directed by the Engineer. The CONTRACTOR shall maintain the permanent water pollution control items in the locations and conditions as specified throughout the duration of the project. Permanent Erosion Control shall be applied to slopes that are substantially complete as shown on the plans or as directed by the Engineer.

In locations shown on the plans requiring construction at night using overnight closures, prior to beginning work each night, the CONTRACTOR shall close roadway or shift traffic as shown on the plans or as directed by the Engineer, to allow for each night’s work. The CONTRACTOR shall construct work in portions at night such that at the end of each night’s work, traffic can be shifted back to its daytime configuration before the time of day specified as shown on the traffic control plans or as directed by the Engineer. Work is to be completed each night such that the shoulder and all lanes are fully opened to traffic each day.

Existing drainage facilities shall be maintained by the CONTRACTOR until the temporary and/or new facilities have been constructed and are operational as shown on the plans or as directed by the Engineer. Conveyance of storm water flows off the travel lanes into temporary or permanent inlets and pipe systems shall be maintained at all times.

Temporary or permanent traffic signal and lighting systems shall be maintained in operating conditions throughout all stages of construction unless otherwise noted on the plans.

Temporary fence shall be placed prior to beginning work adjacent or near the locations where temporary fence is shown on the plans. When work is completed in that location, or when no longer required, the temporary fence shall be removed by the CONTRACTOR as shown on the plans and as directed by the Engineer.

The descriptions of the work in the subsections that follow identify the more significant work to be performed in each stage. Other work tasks not specifically described will likely be required to complete each stage of construction and before subsequent stages can be constructed. Refer to the Stage Construction Plans and Traffic Handling Plans for additional information.
6.3.2 Pre-Construction Tasks

In addition to the pre-NTPC submission requirements identified in subsection SC-4.2.2, the CONTRACTOR shall:

- Place the order for the electrical equipment. The Engineer shall be furnished a statement from the vendor that the purchase order for the electrical equipment has been received and accepted by the vendor.
- Place mill orders for structural steel. The Engineer shall be furnished a statement from the steel mill that the purchase order has been received and accepted.
- Place orders for MSE wall panels. The Engineer shall be furnished a statement from the vendor that the purchase order for the wall panels has been received and accepted by the vendor.
- Place orders for precast girders. The Engineer shall be furnished a statement from the manufacturer that the purchase order for the girders has been received and accepted.
- Place orders for Steel Piles. The Engineer shall be furnished a statement from the supplier that the purchase order has been received and accepted.
- Place order for 72” Steel Pipeline. The Engineer shall be furnished a statement from the supplier that the purchase order has been received and accepted.
- Place orders for Traffic Signal Poles. The Engineer shall be furnished a statement from the supplier that the purchase order has been received and accepted.

6.3.3 Stage 1 Work

- Various utility relocations being performed by the respective utility agencies will commence prior to the CONTRACTOR beginning its Stage 1 work. Some of these utility relocations may extend into Stage 1 and possibly beyond, and will require work windows to be coordinated with the CONTRACTOR. The utilities scheduled for early relocation that may extend past the start of construction, along with the approximate number of working days that the CONTRACTOR needs to allow a work window for, are described in subsection SC-6.6.
- CONTRACTOR to construct a two-lane Orangethorpe Avenue temporary bypass road and temporary sidewalk while keeping existing Orangethorpe Avenue open to traffic at all times. Temporary drainage facilities and temporary lighting that are part of the temporary bypass road shall also be installed before the temporary bypass road is open to traffic. The CONTRACTOR shall coordinate its temporary bypass road work tasks with that work indicated to be performed by BNSF at the temporary at-grade rail crossing.
- Relocation of and installation of certain utilities by the CONTRACTOR shall also occur during Stage 1, which include:
  - Relocation of the Orange County Sanitation District (OCSD) sewer from Crowther Avenue, under Orangethorpe Avenue and the Atwood Channel, to Miller Street tie in,
  - Installation of the City of Placentia 8” sewer along the north side of the BNSF right-of-way, under the railroad tracks, to Crowther Avenue,
  - Phase 1 of the City of Anaheim 12” domestic water line installation from the north side of Orangethorpe Avenue, under Atwood Channel, to Miller Street tie in, and
  - The portion of storm drain Line A that runs through OCFCD property and the Public Utility Easement (PUE) area at the Precision Anodizing & Plating (Jazzbrite) property on the west side of Miller Street.
  - In order to minimize the physical obstructions within the PUE area at the Precision Anodizing & Plating property during installation of the utilities, CONTRACTOR shall clear and grub the site and remove all existing trees identified to be removed prior to the start of construction of the various utilities.
Any temporary traffic signal constructed during this stage that is required for the traffic shift between Stage 1 and Stage 2 shall be tested and made operational in the presence of the Engineer a minimum of three (3) days prior to the shifting of traffic requiring the temporary signal.

6.3.4 Stage 2 Work

Crowther Avenue and Chapman Avenue will be closed to traffic during this stage in order to reconstruct each street to join the proposed finish grade of Orangethorpe Avenue. During these closures, traffic will be diverted to the detour routes as indicated by the installation of traffic control and detour measures installed by the CONTRACTOR.

CONTRACTOR shall simultaneously divert Orangethorpe Avenue vehicular traffic to the Orangethorpe Avenue temporary bypass road, close Chapman Avenue to thru traffic, and close the east end of Crowther Avenue as indicated. Traffic shall be shifted to the newly constructed temporary bypass road, which will provide one lane of traffic in each direction during the Stage 2 construction.

Construction of the temporary access road at Chapman Avenue to bypass the Davis Way entrance to the Bella Vista community is required at the start of Stage 2 work. CONTRACTOR must maintain access to the Bella Vista community from Chapman Avenue at all times. To maintain access, CONTRACTOR shall construct a temporary access road to the Bella Vista community utilizing existing Haas Place. The temporary access shall be gated and fenced, as indicated, so that the community remains private. Gated pedestrian access into the community adjacent to the temporary access road shall also be provided. The CONTRACTOR shall open the Haas Place temporary access road to traffic just immediately after it is complete, and prior to the complete closure of Chapman Avenue to all traffic. CONTRACTOR shall delay the start of the portion of the temporary Davis Way access work tasks that are located in the northbound lanes of Chapman Avenue as late as possible, just prior to the closure of the Chapman Avenue / Orangethorpe Avenue intersection. CONTRACTOR shall submit for review and approval of the Engineer its detailed schedule for installing the Davis Way temporary access entrance gates, fences and associated work, and the traffic control measures depicted on sheet TH-9 (Stage 2C traffic handling configuration) 30 days prior to the start of the work tasks in the northbound lanes of Chapman Avenue.

CONTRACTOR shall coordinate its lane alignments and traffic handling measures work with that of the Tustin-Rose Grade Separation Project contractor at the east end of Orangethorpe Avenue where the Orangethorpe Avenue Grade Separation Project and the Tustin-Rose Grade Separation Project traffic control measures overlap. Minor adjustments may be required to the traffic handling configuration depicted by the Traffic Handling Plans.

CONTRACTOR to construct the north half of Orangethorpe Avenue, which will require temporary shoring adjacent to the bypass road. Retaining Walls 4, 5, 6, 9, 10, 11, and 12, and a portion of Retaining Wall 3 shall also be constructed during this Stage.

CONTRACTOR must complete construction of Retaining Wall 9, including the fill settlement period, prior to beginning construction of Retaining Wall 4 as Retaining Wall 4 is constructed in fill that that is supported by Retaining Wall 9.

CONTRACTOR to construct the entire Orangethorpe Avenue Overhead bridge over the BNSF Railroad. Portions of the Abutment 1 and Abutment 2 bridge foundations cannot be constructed until AT&T abandons or removes the existing communication cables which run within existing Orangethorpe Avenue. Refer to section SC-6.6, Coordination with Utility Company Work and Work by Others for additional information. For scheduling and planning purposes, the CONTRACTOR shall presume that the existing AT&T communication cables at the Orangethorpe Avenue Overhead Abutment 1 and Abutment 2 bridge foundations will not be abandoned until January 15, 2014.

CONTRACTOR to construct the sound blankets in the locations and at the height shown on the Plans prior to commencing pile driving activities.

CONTRACTOR shall ensure that pile driving activities to construct the Orangethorpe Avenue Overhead structure and the piles at Retaining Walls 4 and 9 shall be completed within the time period described in Section SC-4.3, Stage 2 Maximum Pile Driving Duration. For each day that pile driving activities occur...
beyond the specified duration, CONTRACTOR will be assessed liquidated damages as described in Section SC-5. Prior to commencing pile driving activities, CONTRACTOR shall ensure that all temporary sound blanket walls have been installed in the locations and at the heights shown on the Plans.

- CONTRACTOR to begin construction of OCFCD maintenance bridge over the earthen channel, and shall use the Temporary Construction License (TCL) area on the north side of the BNSF right-of-way for access to the construction zone. Until it becomes unavailable, access to the TCL area OR-018-06 can occur from Orangethorpe Avenue on the north side of the existing at-grade crossing, through the Orangethorpe Avenue overhead structure construction zone. The CONTRACTOR is prohibited from utilizing the Vistara Community and Majorca Place as an access route to the construction zone.

- CONTRACTOR to construct north half of Carbon Canyon Channel bridge, maintaining one lane of traffic in each direction on the south side of existing Orangethorpe Avenue over the existing channel bridge. The north half of the existing bridge cannot be removed until AT&T abandons or removes the existing communication cables which run within the existing bridge. Refer to section SC-6.6, Coordination with Utility Company Work and Work by Others. For scheduling and planning purposes, the CONTRACTOR shall presume that the existing AT&T communication cables at the existing Carbon Canyon Channel bridge will not be abandoned until January 15, 2014.

- In order to minimize the duration of the temporary access to Bella Vista as much as possible, CONTRACTOR shall begin construction of Retaining Wall 12 at the start of Stage 2 immediately after the temporary access road trough Haas Place is complete and open to traffic. Construction of the Davis Way entrance shall occur after construction of the portion of Retaining Wall 12 adjacent to Davis Way is completed in Stage 2C (see below). CONTRACTOR will not be able to complete construction of the northerly end of Retaining Wall 12 until Stage 2D, after the new entrance at Davis Way is open to traffic due to the location of the temporary access road.

- CONTRACTOR shall construct storm drain Lines C, D, E, F, G, and H. CONTRACTOR shall start construction of storm drain Line G when construction of Retaining Wall 9 commences. CONTRACTOR shall ensure that it completes construction of Line G within the established TCL duration for that portion of the BNSF right-of-way that the storm drain system lies within.

- CONTRACTOR to construct the 72" OCWD steel pipeline in Stage 2. The relocation of the 72" OCWD pipeline must occur and be made operational before the start of the Miller Street bridge work in Stage 3. The work must occur during the summer months between July 15th and October 15th, and the water line shutdown period for connection of the new pipeline to the existing at each end shall not be longer than 14 days. A water line shut down of longer than 14 days will result in liquidated damages being assessed in the amount described in section SC-5.8 for each day in excess of 14 days.

- The City of Anaheim temporary 12" domestic water line must be constructed at the beginning of Stage 2, and must be completed and operational prior to the removal of the northerly half of the existing Carbon Canyon Channel bridge.

- CONTRACTOR shall ensure that all permanent traffic signals and temporary traffic signals (if any) constructed during this stage required for the Stage 2 to Stage 3 traffic shift are tested and made operational in the presence of the Engineer a minimum of three (3) days prior to the shift in traffic requiring the signal.

6.3.5 Stage 2A Work

- At the same time that the Orangethorpe Avenue traffic shift to the temporary bypass road occurs at the start of Stage 2, the CONTRACTOR shall create the temporary access road at Traub Lane, maintaining one lane in each direction on the existing west side in order to provide access to both the Bella Vista and Las Palmas communities at all times during construction. CONTRACTOR shall install a temporary traffic signal at this intersection of Orangethorpe Avenue and Traub Lane during Stage 1 to facilitate the movement of traffic thru the intersection during construction. The Stage 2A work cannot begin until the temporary access road utilizing the west half of Traub Lane is open to traffic. Upon the completion of the Stage 2A work, the CONTRACTOR can divert traffic to the completed east half of Traub Lane so that Stage 2B work can begin. However, the traffic switch from the Stage 2A to the Stage 2B
configuration shall be scheduled to occur as late as possible during Stage 2 so that the duration that traffic has to utilize the temporary access on the newly constructed east half of Traub Lane in the Stage 2B traffic handling configuration is minimized.

6.3.6 Stage 2B Work

- CONTRACTOR to construct the west half of the new Traub Lane, utilizing the newly constructed east half of Traub Lane to maintain one lane in each direction. This work shall occur at the end of Stage 2, as described above, in order to minimize the duration that traffic will have to utilize the temporary access on the newly constructed east half of Traub Lane and a portion of Orangethorpe Avenue in the Stage 2B traffic handling configuration. The duration of the Stage 2B traffic handling configuration shall be no longer than twenty (20) days and shall be scheduled to occur just before the north half of the Orangethorpe Avenue / Traub Lane intersection becomes operational and the Stage 3A traffic handling configuration is utilized.

6.3.7 Stage 2C Work

- CONTRACTOR to construct the new entrance to the Bella Vista community at Davis Way on the east side of Chapman Avenue while maintaining access to the community at all times during construction by utilizing the temporary access road constructed during Stage 1. The Stage 2C work must be completed, and traffic must be diverted to the portion of the new Davis Way before the Stage 2D work can begin.

6.3.8 Stage 2D Work

- Upon completion of the new Davis Way entrance to the Bella Vista community, CONTRACTOR shall remove the temporary access road into the community that was constructed in Stage 1 utilizing Haas Place. CONTRACTOR shall then construct the remaining portion of Retaining Wall 12 and the portion of Chapman Avenue that was occupied by the temporary access road to its ultimate condition with the other Chapman Avenue work constructed during Stage 2.

6.3.9 Stage 3 Work

- CONTRACTOR shall simultaneously divert Orangethorpe Avenue vehicular traffic from the Orangethorpe Avenue temporary bypass road to the newly constructed north half of Orangethorpe Avenue over the railroad, open Chapman Avenue, Crowther Avenue, and reconfigure the traffic handling at Traub Lane and Davis Way to traffic as indicated on the Plans. At the same time, the CONTRACTOR shall close the northerly section of existing Miller Street at Miraloma Avenue, except for local business traffic, with motorists being diverted to the detour routes indicated on the Plans.
- CONTRACTOR shall coordinate its lane alignments and traffic handling measures work with that of the Tustin-Rose Grade Separation Project contractor at the east end of Orangethorpe Avenue where the Orangethorpe Avenue Grade Separation Project and the Tustin-Rose Grade Separation Project traffic control measures overlap. Minor adjustments may be required to the traffic handling configuration depicted by the Traffic Handling Plans.
- Once traffic is safely shifted to the newly constructed north side of Orangethorpe Avenue, CONTRACTOR shall remove the temporary bypass road and BNSF forces will remove the temporary at-grade crossing and all BNSF equipment and crossing panels.
- Upon completion of the successful traffic shift, the CONTRACTOR shall begin construction of the south half of Orangethorpe Avenue, including Retaining Walls 1, 2, 7, and 8, and the remaining portion of Retaining Wall 3.
- CONTRACTOR shall complete the Atwood Channel improvements during the low flow season, which occurs between May 1st and September 30th in accordance with the OCFCDC restrictions and requirements. All improvements to Atwood Channel as shown on the Plans shall be constructed during this stage, except under the conditions described below. The Atwood Channel improvements shall be a first order of work, as portions of the channel retaining wall adjacent to the Miller Street abutment 1
foundation and adjacent to the Retaining Wall 2 foundation must be constructed before the bridge abutment and RW-2 foundations. The scheduled timing of the Stage 2 to Stage 3 traffic shift, in relation to the allowable Atwood Channel work period of May 1st and September 30th, may result in a need to begin the construction of the Atwood Channel improvements before the Stage 2 to Stage 3 traffic shift. The CONTRACTOR will be permitted to begin the Atwood Channel retaining wall and associated work prior to the Stage 2 to Stage 3 traffic shift, if the project schedule indicates that an early start of the Atwood Channel improvements is necessary to start and complete the Atwood Channel improvements within the allowable OCFCD work window. If necessary, the early closure of the Miller Street to Orangethorpe Avenue roadway connection shall be scheduled to occur as late as possible, and no sooner that two hundred (200) days before the Stage 2 to Stage 3 traffic shift, in order to minimize the time that Miller Street to Orangethorpe Avenue intersection is not open to vehicular traffic. If the closure of Miller Street is necessary prior to the Stage 2 to Stage 3 traffic shift for the reasons described above, the CONTRACTOR shall:

- Notify the AUTHORITY of its need to close the existing Miller Street bridge prior to the Stage 2 to Stage 3 traffic shift a minimum of sixty (60) days prior to the scheduled bridge closure date.
- Submit a revised traffic handling plan for approval by the AUTHORITY, at the same time that the notice above is submitted, indicating the traffic control devices and measures to be employed to facilitate the closure of the Miller Street / Orangethorpe Avenue intersection.
- Limit the early closure of Miller Street to the far north end, just south of the existing Miller Street Bridge. Only the Stage 3 work required to construct the Atwood Channel improvements within the existing channel between May 1st and September 30th, including the demolition of the existing Miller Street bridge, shall be performed prior to the scheduled Stage 2 to Stage 3 traffic shift.
- CONTRACTOR shall pay all costs associated with submission and acceptance of revised traffic handling plans, all traffic control measures required to enable the early closure of Miller Street prior to the Stage 2 to Stage 3 traffic shift, temporary shoring and/or other measures required to keep the south portion of Orangethorpe Avenue and the temporary bypass road open to traffic, and any other costs related to starting the Atwood Channel improvements during Stage 2.

- CONTRACTOR shall construct south half of Carbon Canyon Channel bridge, maintaining one lane of traffic in each direction on the newly constructed north half of the new Carbon Canyon Channel bridge over the channel.
- CONTRACTOR shall construct the Miller Street bridge over Atwood Channel, along with new Miller Street to join the finish grade of Orangethorpe Avenue. Miller Street shall remain open to local business traffic only, as indicated on the Plans and described herein.
- As a first order of work during this stage, CONTRACTOR shall construct the cul-de-sac at the west side Miller Street. CONTRACTOR shall schedule and perform the cul-de-sac construction to maintain local access to adjacent businesses at all times. CONTRACTOR shall also perform and schedule its work to allow for on-street parking on Miller Street for the adjacent businesses as indicated on the Plans.
- CONTRACTOR shall not construct the remaining portion of storm drain Line A within Miller Street until after the existing SCG gas main along Miller Street is abandoned, and SCG establishes the new service connections to the adjacent businesses on the west side of Miller Street.
- CONTRACTOR shall ensure that all permanent traffic signals and temporary traffic signals (if any) constructed during this stage for the Stage 3 to Stage 4 traffic shift are tested and made operational in the presence of the Engineer a minimum of three (3) days prior to the shift in traffic requiring the signal.

6.3.10 Stage 3A Work

- As a first order of work during Stage 3, CONTRACTOR shall begin to construct the south half of the ultimate Orangethorpe Avenue / Traub Lane intersection, the new driveway to Lakeside Plaza, and the easterly portion of Orangethorpe Avenue as soon as possible after the Stage 3 traffic shift in order to minimize the time that traffic is utilizing the Stage 3A traffic configuration indicated on the Plans. The Stage 3A work shall be completed and the Stage 3A to Stage 3B traffic switch shall be made as soon as possible after the Stage 2 to Stage 3 Orangethorpe Avenue traffic switch. The maximum duration
that the Stage 3A traffic handling configuration can be utilized to complete the Stage 3A work is twenty (20) days.

- The Lakeside Plaza parcel has been acquired by the AUTHORITY, and portions of the existing building will be occupied by the AUTHORITY and other parties involved with AUTHORITY projects during construction. CONTRACTOR shall construct the new entrance to Lakeside Plaza opposite of Traub Lane while providing access to the occupied building suites during construction. Nighttime work may be required. See Section SC-8.5 for additional information about the uses of the Lakeside Plaza property during construction.

6.3.11 Stage 3B Work

- Upon completion of the work occurring in Stage 3A, CONTRACTOR shall shift traffic to the south side of Orangethorpe Avenue thru the Traub Lane intersection, as indicated on the Plans.

6.3.12 Stage 4 Work

- Upon completion of the work of Stage 3 and its sub-stages, the CONTRACTOR shall simultaneously open all lanes of all roadway traffic, except that the lanes on either side of the incomplete Orangethorpe Avenue median areas shall be closed to create work areas to construct the raised median islands.

- CONTRACTOR shall construct the remaining portions of raised medians on Orangethorpe Avenue during this stage (not constructed during Stage 2 and Stage 3) while maintaining two lanes of traffic in each direction on Orangethorpe Avenue, including traffic control necessary to create left turn pockets. All lanes of all other roadways shall be open to traffic. Short-term lane closures of the normally-utilized lanes will be permitted in accordance with SC-6.4.1, Temporary Lane Closures.

- CONTRACTOR shall prepare traffic handling plans per the WATCH Manual for this Stage 4 work, and shall submit the plans to the Engineer for approval sixty (60) days prior to the scheduled Stage 3 to Stage 4 traffic shift.

- Any other contract work not completed in earlier stages shall be completed during Stage 4, including completion and sign-off by the Engineer of all punchlist work tasks.

6.3.13 Irrigation and Landscaping Work

Irrigation system work may be performed by the CONTRACTOR during any stage of construction. No separate portion of the irrigation system will be considered for acceptance until the entire project irrigation system and landscape planting is completed. The landscape planting work (live plants) may not be started until sixty (60) days prior to the scheduled Stage 3 to Stage 4 traffic shift. All irrigation and landscape planting work shall be completed (except for the plant establishment period) on or before the completion of all other work of the contract. The irrigation and landscape planting work is an integral part of the project, and the entire work of the contract will not be considered to be complete until the irrigation and landscape planting work is determined to be acceptable.

6.4 Working Hours and Other Work Restrictions

Allowable normal working hours, without obtaining a special work permit, are:

7 a.m. to 8 p.m., Monday through Saturday

Allowable pile driving hours are:

8 a.m. to 7 p.m., Monday through Saturday

If the CONTRACTOR wants to perform work outside of the normal working hours, it shall first obtain a permit or written approval of the City having jurisdiction and the AUTHORITY.
Business Hours for Precision Anodizing & Plating Inc. are defined as 7:00 a.m. to 4:30 p.m., Monday through Friday.

Business Hours for TreeSmith Enterprises Inc. are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

6.4.1 Temporary Lane Closures

CONTRACTOR shall provide traffic control as specified elsewhere. The CONTRACTOR shall adhere to the lane closure and lane width requirements indicated on the Traffic Handling Plans.

When permitted by the AUTHORITY, CONTRACTOR may submit a temporary lane closure plan to the Engineer for review and approval if lane closures of streets open to public traffic are necessary, with the following minimum requirements:

a) One (1) lane on each roadway adjacent to the working area may be closed to public traffic. Use of reflective or lighted traffic delineators to direct traffic away from excavations or other obstructions will be considered as a lane closure.

b) A minimum of one (1) lane of traffic, twelve (12) feet wide, fourteen (14) feet wide if a lane is adjacent to an outside curb, in each direction, will be allowed through the work area and shall be maintained at all times.

c) When work is in progress within three (3) feet of a lane being used by public traffic, without approved crashworthy barricade, CONTRACTOR shall close the lane adjacent to the work. Reflective or lighted traffic delineators shall be placed to direct public traffic around the construction area in accordance with the requirements of this section. During non-working hours or when work is not in progress, position and maintain reflective traffic delineators in the 1 to 1-1/2 foot width of the existing traffic lane adjacent to the work.

d) On all roadways within the project limits open to public travel, temporary lane closures are limited to between the hours of 9:00 A.M. and 3:00 P.M. and 10:00 P.M. and 6:00 A.M. Closures of these travel ways on Sundays, holidays, or between the hours of 3:00 P.M. and 10:00 P.M., and 6:00 AM and 9:00 A.M., are generally prohibited, unless otherwise approved in advance.

Traffic control and traffic control devices shall be in accordance with the latest edition of CA MUTCD and WATCH Manual. All traffic control devices used between dusk and dawn shall be lighted or reflectorized. City approved arrow board(s) are required to direct public traffic on all roadways within the project limits.

The CONTRACTOR shall post proper signs acceptable to the Engineer to notify public regarding lane closures, detours and the condition of the roadway.

Failure of the CONTRACTOR to reopen closed lanes by the times indicated above, or times indicated in an approved traffic management plan, or unanticipated lane closures, will result in inconvenience to the traveling public, and liquidated damages will be assessed by the AUTHORITY for each 15 minutes or part thereof that each lane is closed to vehicular traffic beyond the specified time for reopening the lane, or for unanticipated lane closures. If a closure is not reopened to public traffic by the specified time, work shall be suspended, and no further closures are to be made until the Engineer has accepted a work plan, submitted by the CONTRACTOR, that will ensure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 business days to accept or reject the CONTRACTOR's proposed work plan. The CONTRACTOR will not be entitled to compensation for the suspension of work resulting from the late reopening of closures. Refer to Section SC-5.4, Extended or Unauthorized Lane Closures of City Streets.

6.4.2 Pile Driving Activities

Pile driving activities are restricted to the hours indicated above.
Pile driving equipment should utilize hydraulic impact hammers in lieu of diesel impact hammers if necessary to reduce the noise level of pile driving activities and achieve the noise limitations described in section SC-12.

Where pile driving occurs within 400 feet of residences, CONTRACTOR shall ensure that the driving equipment has maximum muffling capacity, and that noise reduction enclosures and/or noise barriers are employed.

CONTRACTOR shall install and maintain Sound Blankets at the locations and heights shown on the Plans.

Payment for conforming to the requirements of this section shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work involved in completing the requirements of this section, and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefor.

6.4.3 Work In and Adjacent to Flood Control Facilities and Channels

The CONTRACTOR's attention is directed to section SC-24.4, Orange County Flood Control District Requirements, the Permit requirements of the Orange County Flood Control District (OCFCD) described within the special provisions, standard provisions, and additional standard provisions that are part of the OCFCD Permits included as EXHIBIT J-2 of the Agreement, and other work restrictions and requirements specified in the Plans, Technical Specifications, and Special Conditions.

Special precautions, means and methods will likely be required in order to perform the work within and adjacent to the OCFCD channels and facilities. The CONTRACTOR is required to comply with all provisions of the OCFCD Permits as the “Permittee” (as that term is used in the OCFCD Permits and attachments) when those provisions relate to the work of the CONTRACTOR.

Temporary dewatering, in-channel flow diversion, dikes, channels, pumping, desilting basins and other temporary measures may be required in order to perform the work of the Contract and satisfy the requirements of the OCFCD. The CONTRACTOR should expect that water could be present in the channels at any time, even during normally dry seasons and during the channel work periods allowed by the OCFCD. Compensation for all work associated with performing work in and adjacent to the Flood Control Facilities and Channels shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

6.5 Other Phasing Requirements

The CONTRACTOR shall obtain a Construction Encroachment Permit from the City of Anaheim, the City of Placentia, and OCFCD.

The CONTRACTOR shall be responsible for determining construction access and ingress/egress requirements. Prior to commencing work, CONTRACTOR shall prepare a plan, signed by a professional Civil Engineer, registered in the State of California, depicting access and ingress/egress points and associated barricades, crash cushions, temporary railing, signs and other devices required to prevent accidents or damage or injury to the public, for review and approval by the Engineer. Full compensation for conforming to this provision, including placement of such protection devices required by the CONTRACTOR’s access and ingress/egress plan, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

Entry to or egress from temporary construction easement areas shall be through the existing public right of way. Use of private streets and driveways for access to temporary construction easement areas is not permitted without the CONTRACTOR obtaining prior written approval from the property owner(s) in accordance with GC-34. A copy of the agreement for use of private property with all party’s signatures shall be provided to the Engineer prior to use by the CONTRACTOR.
New or temporary traffic operation system facilities shall be completed prior to removing the traffic operation system facilities in use.

At those locations exposed to public traffic where barriers are to be constructed, the CONTRACTOR shall schedule operations so that at the end of each working day, there shall be no post holes open nor shall there be any railing or barrier posts installed without the block and rail elements assembled and mounted thereon.

The CONTRACTOR shall schedule delivery of equipment and materials to the project site to avoid conflicts with peak hour commute traffic, defined as 6:00 a.m. to 9:00 a.m., and 3:00 p.m. to 6:00 p.m. on normal working days. See Section SC-5 for the liquidated damages associated with unapproved lane closures that fall within these times.

Application of erosion control may require several move-in/move-out operations involving erosion control equipment.

CONTRACTOR shall work closely with the City of Placentia, the City of Anaheim, Golden State Water Company, OCWD, and OCSD to maintain water and sanitary sewer systems at all times in accordance with the Contract Documents.

The uppermost layer of new pavement shall not be placed until all underlying conduits and loop detectors have been installed.

Prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

Attention is directed to Section SC-23, Progress Schedule of these Special Conditions regarding the submittal of schedule information after approval of the contract. The schedule information shall be submitted prior to performing any work that may be affected by any proposed deviations to the specified and indicated construction staging of the project.

6.6 Coordination with Utility Company Work and Work by Others

Work by utility companies and their contractors will be in progress adjacent to and within the limits of this project during progress of the work on this contract. The CONTRACTOR shall coordinate its work with all utility companies, other third parties, and their contractors and subcontractors performing work on or adjacent to the site. The CONTRACTOR shall schedule its work so as to avoid conflicts with utility company work and to avoid damage to completed or incomplete Work. The CONTRACTOR shall be responsible for any damage to the work of others if the CONTRACTOR’s actions resulted in such damage. The CONTRACTOR shall take immediate action to remedy such damage so as to not delay the immediate prosecution of the work.

EXHIBIT L of the Agreement contains utility company drawings which describe the work performed, or to be performed, by the utility companies, and may also describe certain utility work to be performed by the CONTRACTOR in accordance with the Contract requirements.

<table>
<thead>
<tr>
<th>EXHIBIT</th>
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</tr>
</thead>
<tbody>
<tr>
<td>L-1</td>
<td>AT&amp;T</td>
</tr>
<tr>
<td>L-2</td>
<td>AT&amp;T</td>
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<tr>
<td>L-3</td>
<td>AT&amp;T</td>
</tr>
<tr>
<td>L-4</td>
<td>AT&amp;T</td>
</tr>
<tr>
<td>L-5</td>
<td>AT&amp;T</td>
</tr>
<tr>
<td>L-6</td>
<td>AT&amp;T</td>
</tr>
</tbody>
</table>
The location of the existing utilities and the newly-installed utilities installed by the utility companies may vary somewhat from the locations indicated on the utility company drawings. CONTRACTOR is required to verify the location of these newly-installed and other existing utilities prior to working in an area through pot-holing and other means.

At all times, the CONTRACTOR shall allow access for utility companies to maintain and service their equipment located within and adjacent to the construction limits.

6.6.1 Coordination, Scheduling and Notification

CONTRACTOR shall submit to the Engineer written requests for utility shut downs, notices of scheduled utility company work windows, and notices of scheduled work performed by others, no sooner than forty-five (45) days prior to the scheduled need date and no later than (30) days before the scheduled need date. If the need date is re-scheduled by the CONTRACTOR, the CONTRACTOR shall submit to the Engineer a revised written request at least thirty (30) days before the scheduled need date. A notification must be provided for each specific utility work item and work by others item noted in the tables that follow. A “blanket” notification for all items, or one notification for multiple items, is not acceptable.

Attention is directed to Section SC-23, Progress Schedule, of these Special Conditions regarding the inclusion in the CONTRACTOR's schedule of one or more separate utility company work activities in the CPM schedule for each separate work coordination task identified. Separate activities shall be included for required notices to utility companies (and other third parties) and for the utility company (or other third party) work tasks for each separate work coordination item or work window. One activity identifying the work tasks by one utility company in different areas or stages of the project, or one activity identifying more than one utility company for work in one area or stage does not satisfy this requirement to include the required detail in the Progress Schedule.

Full compensation for utility company and third party coordination is included in the various contract items of work and no additional compensation will be allowed.

The CONTRACTOR shall contact the agencies and companies listed below prior to performing any work that is near to or involves their respective utility. The list provided below may not be all-inclusive and is subject to change.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Contact Information</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T</td>
<td>3073 Adams St, 2nd Floor&lt;br&gt;Riverside, CA 92504&lt;br&gt;Michelle Carrasco&lt;br&gt;(951) 359-2164&lt;br&gt;<a href="mailto:md1326@att.com">md1326@att.com</a></td>
<td>30 Calendar Days Notice Prior to each Construction task in each area.</td>
</tr>
<tr>
<td>Southern California Edison (SCE) – Transmission</td>
<td>1241 S. Grand Ave.&lt;br&gt;Santa Ana, CA 92705&lt;br&gt;Jean Thompson&lt;br&gt;(714) 285-4356&lt;br&gt;<a href="mailto:Jean.Thompson@sce.com">Jean.Thompson@sce.com</a></td>
<td>30 Calendar Days Notice Prior to each Construction task in each area.</td>
</tr>
</tbody>
</table>
6.6.2 Utility Relocation Work by Others

As shown on the Utility Relocation Plans and the utility company drawings included as EXHIBIT L-1 thru EXHIBIT L-8 of the Agreement, The utility owner will relocate, or decommission and abandon, the various existing utilities which conflict with the grade separation project construction features. Certain utilities will be relocated prior to the CONTRACTOR performing its work in particular areas of the project, and other utility owner work will be performed concurrently with the work of the CONTRACTOR.

EXHIBITs L-1 thru L-8 of the Agreement contain the latest version of the utility company’s drawings and shall supersede the information contained on the Utility Relocation Plans. In the case of a conflict between the information contained in EXHIBIT L-1 thru EXHIBIT L-8 and the on the Utility Relocation Plans, the CONTRACTOR shall bring the issue to the attention of the Engineer for resolution.
6.6.2.1 Utility Relocation Work Before CONTRACTOR Work

It is anticipated that the following utility company work will be completed before the CONTRACTOR is required to work in the area affected by the utility company relocation work tasks.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Golden State Water Company (GSW)</td>
<td>Relocate GSW 12” Domestic Water Line – From Rt 155+27 to Rt 162+10 Orangethorpe Ave, and From Rt 30+25 to Rt 34+89 Chapman Ave</td>
</tr>
<tr>
<td>Southern California Gas (SCG) – Transmission</td>
<td>Relocate SCG 36” HP Gas – From Lt 36+00 to Lt 161+50 Orangethorpe Ave</td>
</tr>
</tbody>
</table>
| Southern California Gas (SCG) – Distribution | Relocate SCG 8” HP Gas – From Rt 40+00 to Rt 161+65 Orangethorpe Ave  
Remove/Abandon SCG 6” Gas – From Rt 43+00 to Rt 161+65 Orangethorpe Ave  
Remove/Abandon SCG 2” Gas – From Lt 18+30 to Rt 27+00 Miller St  
Remove/Abandon SCG 4” Gas – From Rt 29+50 to Rt 35+00 Chapman Ave |
| Sprint                            | Temporary Relocation of Fiber Optic Line along south side of BNSF Right-of-Way – From Lt 46+15 to Rt 52+80 Orangethorpe Ave |

6.6.2.2 Utility Relocation Concurrent with CONTRACTOR Work

Installation, relocation, and removal of the utilities shown in the following table requires coordination with CONTRACTOR activities. The CONTRACTOR shall make the necessary arrangements with the utility company through the Engineer and submit a schedule and notice of scheduled utility company work start date as specified above. The CONTRACTOR shall allow for utility company work windows for the utility company and / or its contractors to complete the tasks described.

(this space intentionally left blank)
Utility Description

AT&T will begin relocation of its facilities prior to the start of construction by the CONTRACTOR, and will complete certain tasks concurrent with work by the CONTRACTOR.

1) AT&T install UG duct banks – From Lt 33+80 to Lt 165+75 Orangethorpe Ave: Work will begin prior to Stage 1 and will be completed before CONTRACTOR starts the temporary bypass road work.

2) AT&T install UG duct bank – From Approximate Lt40+00 Orangethorpe Ave to Lt 20+25 Miller St at Anaheim Electric pole riser: Work will begin prior to Stage 1 and will be completed before CONTRACTOR starts Stage 3 Miller Street Bridge and Atwood Channel retaining wall work. CONTRACTOR shall allow for a 15 day work window during Stage 1 or Stage 2 for AT&T to perform its work. CONTRACTOR to coordinate AT&T’s preferred timing with AT&T.

3) AT&T install OH Line – From Rt 20+50 to Rt 26+20 Miller St: Work will be installed on new Anaheim Electric poles and will be completed before CONTRACTOR starts Stage 3 Miller Street retaining walls 7 & 8 work.

4) AT&T install UG duct bank – From Rt 54+95 Orangethorpe Ave to existing ducts at Rt 29+35 Chapman Ave: Work will begin prior to Stage1 and will be completed before CONTRACTOR starts the Stage 2 work.

5) AT&T install UG duct bank, SAI, and Vrad – From Rt 12+25 Traub Lane to Lt 165+75 Orangethorpe Ave existing vault: Work will begin prior to Stage 1 and will be completed during the Stage 2 work. CONTRACTOR shall allow for a 20 day work window during Stage 2 for AT&T to perform its work.

6) AT&T install UG duct bank – West on Crowther Ave from approximate 15+00 Rt to new SCE pole riser at approximate 13+70: Work will begin prior to Stage 1 and will be completed during the Stage 2 work. CONTRACTOR shall allow for a 20 day work window during Stage 2 for AT&T to perform its work.

7) After AT&T installs all of its UG duct banks, it will install and splice cables, install equipment and make its new system operational. CONTRACTOR shall provide AT&T and its contractors access to all vaults and structures to perform these tasks during Stage 1 and Stage 2. CONTRACTOR shall include in its schedule an activity named “AT&T install and splice cables and activate new system” with a finish-on-or-before date of January 15, 2014, for AT&T to perform this work during Stage 1 and Stage 2.

8) After completion of the work by AT&T described above, AT&T will abandon its existing communications system within the project limits. The CONTRACTOR shall protect in place the entire existing AT&T communications system until the new communications system is operational, including, but not limited, to the existing facilities that interfere with construction of portions of the Orangethorpe Overhead bridge foundations, and the existing AT&T cables that run through the existing Orangethorpe Avenue Carbon Canyon Channel Bridge.
<table>
<thead>
<tr>
<th>Utility</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCE –</td>
<td>SCE will begin relocation of its facilities prior to the start of construction by the CONTRACTOR, and will complete certain tasks concurrent with work by the CONTRACTOR.</td>
</tr>
<tr>
<td>Transmission</td>
<td>SCE install 66kV OH Lines – From Rt 22+50 to Rt 162+50 Orangethorpe Ave along the south side of Orangethorpe, then south across Atwood Channel and east over Miller Street, then back to Orangethorpe Avenue and easterly to an existing pole at 162+50: Work will begin prior to Stage 1 and will be completed, including the removal of the existing poles and power lines by SCE, before the CONTRACTOR starts the Stage 2 Orangethorpe Overhead Bridge work. The foundations for the new power poles will be installed by SCE before the CONTRACTOR starts the Stage 1 temporary bypass road work tasks, but power pole and power line work may be concurrent with CONTRACTOR Stage 1 work tasks. CONTRACTOR shall provide SCE and its contractors access to perform the power transmission work during Stage 1, and shall allow for a 30 day work window during Stage 1 for SCE to perform its work.</td>
</tr>
<tr>
<td></td>
<td>1) SCE install new 12kV OH Lines Rt 22+50 to Rt 162+50 Orangethorpe Ave on the same SCE Transmission power poles described above.</td>
</tr>
<tr>
<td></td>
<td>2) SCE install new 12kV OH Lines from existing power pole at approximate Rt 13+70 Crowther Ave to the new SCE Transmission power pole at approximate 19+00 Miller Street.</td>
</tr>
<tr>
<td></td>
<td>The OH Distribution Lines continue along the SCE Transmission power poles south, then easterly to an existing power pole at approximate Rt 162+50 Orangethorpe. This SCE work will begin prior to Stage 1 and will be completed, including the removal of the existing poles and power lines by SCE, before the CONTRACTOR starts the Stage 2 Orangethorpe Overhead Bridge work. CONTRACTOR shall provide SCE and its contractors access to perform the power distribution work during Stage 1.</td>
</tr>
<tr>
<td></td>
<td>3) SCE to remove existing 12kV OH Lines - From Rt 13+70 Crowther Ave to Lt 49+60 Orangethorpe Ave, after installation and activation of the new lines described above.</td>
</tr>
<tr>
<td></td>
<td>4) SCE to remove existing 12kV UG Lines - From Lt 49+60 to Lt 164+50 Orangethorpe Ave, after installation and activation of the new lines described above.</td>
</tr>
<tr>
<td></td>
<td>5) SCE to install new 12kV UG Lines - From Rt 29+58 to Lt 34+50 Chapman Ave where they connect to the UG system in Orangethorpe Ave.</td>
</tr>
<tr>
<td>Utility</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| SCE – Distribution (cont’d) | 6) SCE to install new 12kV UG Lines - From a new power pole installed at approximate Rt 16+00 Crowther Ave to Orangethorpe Ave, then easterly along Orangethorpe Ave, over through the Orangethorpe Overhead Bridge, to Lt 164+50 Orangethorpe Ave. That work will be performed by SCE in several phases, each requiring a work window provided by the CONTRACTOR. The CONTRACTOR shall include in its schedule separate activities for each of the work tasks that follow. Those SCE tasks may not be scheduled concurrently.  
   a) SCE conduits through the Orangethorpe Overhead Bridge: CONTRACTOR shall allow for a 15 day work window during Stage 2 for SCE installation during construction of the bridge structure.  
   b) SCE UG duct banks and structures east of the Orangethorpe Overhead Bridge, including the Chapman Ave section: CONTRACTOR shall allow for a separate 15 day work window during Stage 2 for SCE installation after roadway fill is installed and prior to subgrade preparation.  
   c) SCE UG duct banks and structures west of the Orangethorpe Overhead Bridge, including the Crowther Ave section: CONTRACTOR shall allow for a separate 15 day work window during Stage 2 for SCE installation after roadway fill is installed and prior to subgrade preparation.  
   d) SCE installation of the cables and activation of the new system through the UG duct banks and structures described above: CONTRACTOR shall allow for a 20 day work window during Stage 2 for SCE work to energize the new system after completion of the UG and Bridge conduit work described above.  
 7) Disconnect existing power to Traffic Signal - At Orangethorpe Ave/Chapman Ave Intersection. CONTRACTOR shall coordinate timing of disconnect with the retirement of the existing traffic signal at the start of Stage 2. |
| SC Gas – Distribution | 1) SCG install 8” HP Gas - From Rt 36+60 to Rt 40+00 Orangethorpe Ave through the north half of the Carbon Canyon Bridge: CONTRACTOR shall allow for a 20 day work window during Stage 2 for SCG installation during construction of the bridge structure.  
 2) SCG install 2” Gas – Along Davis Way during construction of the new Davis Way road work: CONTRACTOR shall allow for a 10 day work window during Stage 2C for SCG installation.  
 3) SCG install Gas Service connection gas pipe to Precision Plating Co. within the PUE from 26+70 Miller St: CONTRACTOR shall allow for a 15 day work window during Stage 1 or Stage 2 for SCG installation. CONTRACTOR to coordinate SCG’s preferred timing with SCG. The new service connection must be operational before the existing 2” Gas Line in Miller Street can be abandoned during performance of Stage 3 work. |
Utility Description

COA Electric 1) COA Electric install 12kV OH Line – From Rt 22+50 to Rt 162+20 Orangethorpe Ave on the same SCE Transmission power poles described above after completion of the SCE work: This COA Electric work will begin prior to Stage 1 and will be completed before the CONTRACTOR starts the Stage 2 Orangethorpe Overhead Bridge work. CONTRACTOR shall provide COA Electric and its contractors access to perform the power distribution work during Stage 1.

2) COA Electric install 12kV OH Line – From Rt 13+80 Crowther Ave to Rt 26+20 Miller St: This COA Electric work will begin prior to Stage 1 and will be completed before the CONTRACTOR starts the Stage 2 work in the area affected. CONTRACTOR shall provide COA Electric and its contractors access to perform the power distribution work during Stage 1 north of Orangethorpe Avenue. CONTRACTOR shall allow for a 20 day work window during Stage 1 for COA Electric installation along the west side of Miller Street within the PUE and to the SCE power pole at Rt 42+10 Orangethorpe Ave.

TWC 1) TWC install 4” TWC UG Cable Line – Along Chapman Ave and Davis Way to the Bella Vista community: CONTRACTOR shall allow for a 7 day work window during Stage 1 for TWC work during construction of the temporary bypass road at Hass Place. CONTRACTOR shall allow for a 7 day work window during Stage 2C for TWC work during construction of the new Davis Way entrance.

2) TWC remove existing OH Cable Line – From Rt 22+90 to Rt 26+20 Miller St in conjunction with COA Electric pole work at the Miller PUE during Stage 1.

Sprint After the CONTRACTOR completes the Orangethorpe Overhead Bridge Abutment 1 work, including backfill of foundations to finished grade elevation, Sprint will permanently relocate the existing 4” UG Communication Line from its temporary alignment to the final alignment over the top of the foundations. CONTRACTOR shall allow for a 15 day work window during Stage 3 for Sprint to complete the relocation work within the BNSF right of way.

6.6.3 Utilities Not Rearranged for Pile Driving, Drilling Activities, or Subsurface Construction

Certain utilities indicated in the Plans to be remain in service, and those listed in the following table may interfere with pile driving, drilling activities, and other subsurface construction, but the utility owner will not rearrange or deactivate them.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCE</td>
<td>South side of Orangethorpe Avenue from westerly project limits to Miller Street during entire project duration.</td>
</tr>
<tr>
<td>SCE</td>
<td>Across Miller Street just south of Orangethorpe Avenue and Atwood Channel during entire project duration.</td>
</tr>
<tr>
<td>SCE</td>
<td>South side of Orangethorpe Avenue from BNSF Railroad to easterly project limits during entire project duration.</td>
</tr>
<tr>
<td>AT&amp;T</td>
<td>Existing communications duct banks located in Orangethorpe Avenue, Chapman Avenue, Crowther Avenue and Miller Street will be in place and operational until AT&amp;T activates its new communications systems as described in section SC-6.6.2.2.</td>
</tr>
</tbody>
</table>
Allow access for utility companies to maintain and service their equipment located within and adjacent to the construction limits.

Full compensation for utility company coordination, locating utilities, protection of existing utilities and the CONTRACTOR means and methods necessary to perform its work with existing and newly-installed utilities in place is included in the various contract items, and no additional compensation will be allowed.

6.6.4 Utility Service Connections

CONTRACTOR shall make all arrangements with utility owners and make provisions for installation and connection of all permanent utility services that are necessary for the Work, such as, but not limited to, natural gas, electricity, water, sewer, and telephone. All costs for such coordination efforts, installation and connection, as well as the utility service costs for utilizing permanent utilities prior to acceptance of the Work by AUTHORITY shall be considered as included in the prices of the related items of work.

The CONTRACTOR shall arrange for and coordinate each utility service connection required to activate the systems requiring such connections, including, but not limited to, permanent and temporary traffic signals, power and communications, permanent and temporary streetlights, power pedestals for irrigation systems, all CONTRACTOR-required temporary facilities of any type, permanent and temporary water meters and water service connections.

The CONTRACTOR shall determine the timing of the application for service connections so as to not delay activation of the systems to accomplish its work as scheduled, and shall submit service applications timely. The CONTRACTOR shall do all the work necessary to submit permanent service connection applications, pay for the application fees (which will be reimbursed at actual cost with no mark-ups, by the AUTHORITY, City or other agency), coordinate with the utility company to connect the service when needed by the CONTRACTOR, allow time in its schedule for utility company work tasks to provide the service, and pay for all utility usage costs until acceptance of the entire project by AUTHORITY. Copies of all service applications for permanent utility services shall be provided to the Engineer at the same time that the application is made. Coordination between the CONTRACTOR and the ultimate party that will pay for the utility service after completion of the project shall be through the Engineer, but the CONTRACTOR must perform all administrative and coordination tasks necessary to obtain the utility service connections.

6.6.5 Special Requirements and Restrictions Related to SCE Right of Way and SCE Facilities

Provide SCE access to their poles during construction, and provide a minimum of 11 feet of radial clearance to overhead conductors during construction, and 15 feet of radial clearance to overhead conductors on windy days to allow for horizontal swing clearance. Adequate access to all structures must be provided and at no times is there to be any interference with the free movement of SCE’s equipment and materials. CONTRACTOR shall facilitate SCE’s access to areas that are under construction and understands that SCE will be maintaining its facilities during the life of the project, which includes washing of insulators.

A representative of the SCE Transmission Department must be present prior to the CONTRACTOR working on or using any equipment within the SCE right of way. A minimum of 11 feet for 66 kV must be maintained from all overhead conductors as stated in the California Code of Regulations, Title 8, Article 37, Table II, Provisions for Preventing Accidents Due to the Proximity of Overhead Lines.

Temporary shoring system cannot restrict SCE’s ability to repair or replace their poles or overhead lines. Temporary shoring system is prohibited within SCE’s easement. Temporary water line must be underground and capable of supporting 40 tons on 3-axle truck. Staging of equipment or materials shall not be permitted within the SCE right of way. Cribbing shall be installed if any ditch excavated by the CONTRACTOR is to be left open or endangers SCE facilities. All slopes within or adjacent to the subject right of way shall not exceed a maximum slope of 2:1. All runoff is to be channeled away from the subject...
right of way unless proper drainage facilities are provided. Construction of crossing (cut or fill) must be adequately sloped to enable access of equipment onto access roads. No temporary fencing is allowed on the subject right of way.

Existing SCE facilities shall be protected in place. Prior to starting work, the Transmission Commercial Management representative shall be notified of the intended method of protection. The representative, Pam Thomas, can be contacted at (714) 796-9922. Notification shall be through the Engineer. CONTRACTOR shall obtain a copy of the SCE-Authority Consent Agreement prior to beginning work and possess a copy at all times while performing work on the SCE right of way.

All construction equipment when not in use, shall be parked clear of SCE's right of way and rendered immobile. No parking of vehicles is allowed on the subject right of way. Flammable material must not be stored on the right of way. Servicing, refueling, maintenance and repair of equipment on SCE's right of way is strictly prohibited. Underground facilities installed on the right of way shall have a minimum cover of three feet and shall be capable of withstanding a gross load of 40 tons on a three-axle truck.

All mechanical equipment, including trenchers, working on the right of way must maintain a minimum clearance of two (2) feet from all underground structures. Prior to excavation, Underground Service Alert shall be notified of the proposed work. All excavation within two (2) feet of SCE's substructure shall be made with hand tools.

The CONTRACTOR shall maintain all landscaping, drainage structures, and slopes within the subject SCE right of way during the project duration. Any irrigation or landscaping damaged by, or requiring relocation by SCE during the project duration, shall be repaired or relocated by the CONTRACTOR.

All areas impacted by the CONTRACTOR within the SCE easement are to be left in a condition acceptable to both SCE and the AUTHORITY after completion of all work operations by the CONTRACTOR.

The CONTRACTOR will need to enter SCE's right of way that is in close proximity to SCE's electric facilities, and SCE wants the CONTRACTOR, its Subcontractors and their respective employees to be aware of the potential for exposure to sources of power frequency electric and magnetic fields. SCE also wants to share with those who may enter the SCE property under this Agreement, the information available about electric and magnetic fields ("EMF").

There are numerous sources of power frequency EMF, including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 30 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

SCE has prepared a brochure that explains some basic facts about EMF and that describes SCE's policy on EMF. Copies of the SCE brochure are available upon request of the CONTRACTOR through the Resident Engineer. SCE also encourages the CONTRACTOR to obtain other information as needed to assist the CONTRACTOR in understanding the EMF issues with respect to the CONTRACTOR's planned use of the SCE right of way.
6.7 CONTRACTOR’s Work Area

Reference is made to GC-34, CONTRACTOR’s Work Areas, of the General Conditions.

The CONTRACTOR shall be responsible for determining construction access and ingress/egress to these areas and shall prepare a plan, signed by a professional Civil Engineer, registered in the State of California, depicting access and ingress/egress points and associated barricades, crash cushions, temporary railing, signs and other devices required to prevent accidents or damage or injury to the public, for review and approval by the Engineer.

Entry to or egress from these work areas shall be through the existing public right of way.

The CONTRACTOR shall secure Contractor Work Areas from public access.

The CONTRACTOR shall store construction materials in a way that does not impede and/or interfere with the use of OCFCD access roads, channel inspection, maintenance of the OCFCD facilities, and emergency vehicle access.

Full compensation for conforming to this provision, including placement of such protection devices required by the CONTRACTOR’s access and ingress/egress plan and required to secure the area, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

6.8 Temporary Construction Easement Areas

The location and use by the CONTRACTOR of the Temporary Construction Easements (TCEs) and Railroad Temporary Construction Licenses (TCLs) that have been secured by the AUTHORITY for construction of the project are identified and described in the table on the following page and on the Right-of-Way Requirements Map shown in EXHIBIT K-1. The special work requirements that the CONTRACTOR must adhere to for the various TCEs are described and shown in EXHIBITS K-2 thru K-4.

<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>Parcel No.</th>
<th>Owner</th>
<th>Property Address</th>
<th>Duration</th>
</tr>
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<tbody>
<tr>
<td>5</td>
<td>OR-005-01</td>
<td>Efrain &amp; Maria Padilla</td>
<td>3334 Radcliffe Avenue, Anaheim, CA</td>
<td>2 months</td>
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<td>6</td>
<td>OR-006-01</td>
<td>Stephanie Irene Williams</td>
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<td>2 months</td>
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<td>8</td>
<td>OR-008-02</td>
<td>Jazzbrite Properties LLC</td>
<td>1601 Miller Street, Anaheim, CA</td>
<td>3 months</td>
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<tr>
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<td>OR-009-02</td>
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<td>1551 Miller Street, Anaheim, CA</td>
<td>2 months</td>
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<tr>
<td>10</td>
<td>OR-010-02</td>
<td>Michael Myers</td>
<td>1531 Miller Street, Anaheim, CA</td>
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<td>12</td>
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<td>HOA Common Area, East Side of Chapman Avenue north of Davis Way</td>
<td>12 months</td>
</tr>
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<td>OR-020-01</td>
<td>Bella Vista</td>
<td>HOA Common Area, East Side of Chapman Avenue between Davis Way and Orangethorpe Avenue</td>
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<tr>
<td>13</td>
<td>OR-013-02</td>
<td>Bella Vista</td>
<td>HOA Common Area, North Side of Chapman Avenue and Haas Place within Bella Vista</td>
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<td>OR-013-03</td>
<td>Bella Vista</td>
<td></td>
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<td>13D</td>
<td>OR-013-D</td>
<td>Cruzaldo &amp; Carina Zuniga</td>
<td>Unit “4” 1013 Haas Place Placentia, CA 92870</td>
<td>12 months</td>
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<tr>
<td>13E</td>
<td>OR-013-E</td>
<td>Kary Oncu</td>
<td>Unit “5” 1017 Davis Way Placentia, CA 92870</td>
<td>12 months</td>
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<td>Duration</td>
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<td>14</td>
<td>OR-014-02</td>
<td>Vistara Homeowners Association</td>
<td>HOA Common Area, West of the intersection of Montego Way and Majorca Place</td>
<td>15 months</td>
</tr>
<tr>
<td>15</td>
<td>OR-015-01</td>
<td>Vistara Homeowners Association</td>
<td>HOA Common Area, Intersection of Montego Way and Majorca Place</td>
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<td>21</td>
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<td>18</td>
<td>OR-018-04</td>
<td>BNSF</td>
<td>South of Tracks, West of Bridge</td>
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<td>OR-018-05</td>
<td>BNSF</td>
<td>Overcrossing Bridge and Bypass Road</td>
<td>24 months</td>
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<td></td>
<td>OR-018-06</td>
<td>BNSF</td>
<td>Carbon Canyon Channel Maint. Bridge</td>
<td>4 months</td>
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</tbody>
</table>

Refer to EXHIBIT I of the Agreement for additional information about the use of the BNSF properties (TCLs).

When use of each TCE is no longer required for construction, the CONTRACTOR shall promptly remove all debris, repair any damage to the property caused by the CONTRACTOR’s operations and leave the property in a neat, clean, and presentable condition. The CONTRACTOR shall be responsible for obtaining from the Engineer written acceptance of the restored condition of the TCE upon clearance of the area.

Reference is made to section SC-20, Pre-Construction Surveys, for requirements related to documentation of the existing condition of TCE areas.

Reference is made to section SC-21, Construction Activities on Private Properties, for requirements related to construction activities occurring on private properties.

CONTRACTOR shall use reasonable efforts to prevent or minimize disruption to the property owner’s and/or lessee’s usage of the property during the term of the TCE, including, without limitation, use of reasonable efforts to minimize interference with property owner’s and/or lessee’s, customer’s and visitor’s access to the property and interference with the business use on the property, if any. To the extent that any activity of the CONTRACTOR may block access or cause any other inconvenience to the property and interference with the business use on the property, the CONTRACTOR shall meet and coordinate such activity with the property owner and/or lessee prior to commencement of any such activity.

If the CONTRACTOR disturbs existing soil or base material within the TCE, it shall re-compact the soil or base material to the same condition as existed prior to the construction activities. CONTRACTOR shall perform a minimum of one in-situ compaction test for each 1,000 SY of the TCE areas prior to disturbance of the existing property at locations determined by the Engineer and in the presence of the Engineer. No less than one test per separate TCE parcel shall be performed. Results of the tests shall be delivered to the Engineer within five (5) days of performance of each test.

In addition to the general requirements described above, the CONTRACTOR shall comply with the following requirements related to specific TCE properties. For the purposes of liquidated damage calculations related to occupancy of a TCE located on private property, or a railroad TCL, beyond the date specified, a “calendar month” is defined as all or part of the calendar month.
6.8.1 Efrain & Maria Padilla. The CONTRACTOR’s use of the TCE shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCE commence. Use by the CONTRACTOR of the TCE after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rate of **Six Hundred dollars ($600)** per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.2 Stephanie Irene Williams. The CONTRACTOR’s use of the TCE shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCE commence. Use by the CONTRACTOR of the TCE after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rate of **Six Hundred dollars ($600)** per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.3 Jazzbrite Properties LLC (Precision Anodizing & Plating, Inc.). The CONTRACTOR’s use of the TCE shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCE commence. Use by the CONTRACTOR of the TCE after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rate of **Four Thousand Five Hundred dollars ($4,500)** per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.4 Herbert Myers and Michael Myers (TreeSmith Enterprises Inc.). The CONTRACTOR’s use of the TCEs on these two parcels shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCEs commence. Use by the CONTRACTOR of the TCEs after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rate of **Four Thousand Eight Hundred ($4,800)** per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.5 Bella Vista. The CONTRACTOR’s use of the TCEs shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCEs commence. Use by the CONTRACTOR of the TCEs after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rate of **Nine Thousand Five Hundred dollars ($9,500)** per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.6 Cruzaldo & Carina Zuniga. The CONTRACTOR’s use of the TCE shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCE commence. Use by the CONTRACTOR of the TCE after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rate of **Six Hundred dollars ($600)** per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.7 Kary Oncu. The CONTRACTOR’s use of the TCE shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCE commence. Use by the CONTRACTOR of the TCE after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rate of **Six Hundred dollars ($600)** per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.8 Vistara. The CONTRACTOR’s use of the TCEs shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCEs commence. Use by the CONTRACTOR of the TCEs after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the
CONTRACTOR at the rate of Seven Thousand Five Hundred dollars ($7,500) per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.9 Las Palmas. The CONTRACTOR’s use of the TCE shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCE commence. Use by the CONTRACTOR of the TCE after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rate of One Thousand dollars ($1,000) per month or part thereof. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

6.8.10 BNSF. The CONTRACTOR’s use of the TCLs shall cease as soon as possible after needed for construction operations, and will be for a duration no longer than shown in the TCE/TCL table above after construction activities within the TCLs commence. Use by the CONTRACTOR of the TCLs after that date will result in unanticipated costs being incurred by the AUTHORITY, which will be charged to the CONTRACTOR at the rates indicated below. Such charges shall be accounted for through a deductive contract change order prepared by the Engineer.

- TCL Area OR-018-04: Two Thousand Three Hundred dollars ($2,300) per month or part thereof.
- TCL Area OR-018-05: One Thousand Nine Hundred dollars ($1,900) per month or part thereof.
- TCL Area OR-018-06: One Thousand One Hundred dollars ($1,100) per month or part thereof.

6.8.11 Payment. Full compensation for cooperating and coordinating with TCE property owners; providing notices to property owners and the property lessees as necessary, and working within the TCEs, including the repair of any damage to the property caused by the CONTRACTOR’s operations and restoration of the property to its pre-construction condition, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

6.9 Measurement and Payment

Compliance with order of work, phasing and staging of the work, working hours and work restrictions, TCE and TCL restrictions and requirements, utility company scheduling and coordination, utility verification, and utility company requirements, permanent utility services, and other requirements specified in section SC-6 will not be measured separately for payment. Full compensation for conforming to these requirements shall be considered to be included in the various contract items of work involved, and no separate payment will be made therefor.

SC-7 Permits and Fees

7.1 AUTHORITY-Acquired Permits

The CONTRACTOR shall be responsible for complying with all requirements set forth in the permits obtained by AUTHORITY for the project. The CONTRACTOR shall pay all charges required to comply with the conditions outlined in the permits. Copies of the AUTHORITY-acquired permits (listed below) are included as an EXHIBIT J to the Agreement. Full compensation for complying with these permit requirements shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

- a) California Public Utilities Commission (CPUC) Order to Construct
- b) Orange County Flood Control District (OCFCD) Encroachment Permits – require annual renewal by CONTRACTOR
- d) US Army Corps of Engineers, Section 404 Permit
- e) California Department of Fish and Game Lake or Streambed Alteration Agreement
- f) California Division of Industrial Safety Tunnel Classification
CONTRACTOR shall perform the tasks necessary to renew AUTHORITY-acquired permits during the project duration, if necessary. CONTRACTOR shall prepare and submit any supplemental information required by the authority/agency providing the permit. CONTRACTOR shall pay all costs associated with the renewal process and submission of supplemental information. AUTHORITY will reimburse the CONTRACTOR for the actual cost of the permit renewal fee imposed by the authority/agency providing the permit. CONTRACTOR shall not add any handling charges or markups of any kind to the actual permit renewal fee.

7.2 CONTRACTOR-Acquired Permits
The CONTRACTOR shall apply for and obtain all other permits and licenses required to perform the work and will include the cost of the required permits in the bid price. Full compensation for complying with these permit requirements shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Below is a listing of permits that the CONTRACTOR shall obtain. The listing is not warranted to be complete, and the omission of any permit or license required by law, statute, or ordinance does not relieve the CONTRACTOR from the requirement to obtain, comply with, and pay for such permit.

a) City of Placentia Encroachment Permit
b) City of Anaheim Encroachment Permit
d) Rider to the OCFCD Encroachment Permit
e) NPDES General Permit – Annual SWPPP Amendment
f) BNSF Rail Company Right of Entry Agreement
g) City of Placentia Municipal Storm Water Permit
h) City of Anaheim Municipal Storm Water Permit

SC-8 Materials & Services
8.1 Source of Supply and Quality of Materials
The CONTRACTOR shall furnish all materials required to complete the work, except materials that are designated in the specifications to be furnished by the AUTHORITY.

Only materials conforming to the requirements of the specifications shall be incorporated in the work. All materials which the Engineer has determined do not conform to the requirements of the plans and specifications will be rejected whether in place or not. The rejected materials shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions in this Section SC-8.1, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications or on the contract plans. The materials shall be manufactured, handled and used in a workmanlike manner to ensure completed work in accordance with the plans and specifications.

Materials to be used in the work will be subject to inspection and tests by the Engineer or the Engineer's designated representative, in addition to tests and inspections required to be performed by the CONTRACTOR. The CONTRACTOR shall furnish without charge such samples as may be required.
The CONTRACTOR shall furnish the Engineer a list of the CONTRACTOR's sources of materials and the locations at which those materials will be available for inspection. The list, or separate lists submitted at different times, shall be submitted on an AUTHORITY-furnished form and shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use and no later than thirty (30) days prior to shipment of the materials to the project site. In addition to the sampling and testing of materials required to be performed by the CONTRACTOR, the Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing by AUTHORITY will not be undertaken until the Engineer is assured by the CONTRACTOR of the cooperation and assistance of both the CONTRACTOR and the supplier of the material. The CONTRACTOR shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested.

It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the AUTHORITY shall not relieve the CONTRACTOR or the CONTRACTOR's suppliers responsibility for quality control testing described elsewhere.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before final acceptance of the contract.

Reports and records of inspections made and tests performed by AUTHORITY, when available at the site of the work, may be examined by the CONTRACTOR.

8.2 AUTHORITY-Furnished Materials

Attention is directed to the Technical Specifications and these special conditions. The following AUTHORITY-furnished materials will be available to the CONTRACTOR.

There are no AUTHORITY-furnished materials specified for this project.

8.3 Construction Staking and Layout

Refer to Subsection GC-44, Lines and Grades. In addition to those requirements, the following project-specific surveying, layout and staking requirements shall apply.

Construction staking shall be performed by the CONTRACTOR as described in the latest edition of the Caltrans’ Survey Manual, Chapter 12, “Construction Surveys,” and these Special Conditions. Construction stakes shall be provided for the work in accordance with Caltrans Survey Manual and as required by the CONTRACTOR to perform the work. The following list establishes the minimum level of staking required for this project.

1. Temporary control points for construction shall be established utilizing control monumentation indicated on the plans.
2. Existing monuments that will be lost due to construction shall be cross-tied and referenced with Surveyor’s field notes provided to Engineer to allow for future retracement of monuments.
3. R/W and limits of clearing will be flagged at 100-foot intervals and at alignment angle points with 3-foot laths.
4. Rough grade stakes and slope staking will be placed at 50-foot intervals on centerline, at all begin and end of curves and grade breaks, at top of slope and at toe of slope.
5. Intermediate slope staking shall be provided with spacing of 50-foot to control cut slope or fill slope in excess of 25 feet.
6. Contour grading shall be staked at all grade breaks, with maximum spacing of 50-foot intervals.
7. Drainage culverts, sanitary systems and water lines will be staked at 25-foot intervals and at ends of facilities, grade breaks, alignment angle points, junctions, inlets and similar facilities, and risers and similar facilities.

8. Manholes and inlets will be staked with two 10-foot straddle stakes.

9. Staking for signs shall be two 20-foot straddle stakes.

10. Street light standards and sign structures will be staked with two 10-foot straddle stakes.

11. Bridge staking: One set of abutment fill stakes in accordance with layout shown in Caltrans Survey Manual, Chapter 12, Construction Staking. One set of stakes for rows of piles, one set of offset staking to layout line for abutment, bent and wing walls, and one set of stakes for edge of deck and finished deck elevations.

12. Retaining Wall layout lines will be staked at no greater than 25-foot intervals, at begin and end of curves, alignment angle points, changes in footings, and changes in wall height.

13. Fence, curb, AC dike, ditches, railings and barriers will be staked at no greater than 25-foot intervals, at begin and end of curves, alignment angle points.

14. Finished grade stakes will be provided at 25-foot intervals, at begin and end of curves, grade breaks, and alignment angle points, and shall control all elements of the structural section.

15. CONTRACTOR-prepared and verified slope staking/grid grade sheets.

The contract lump sum price paid for Construction Staking shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in construction staking including verifications of survey data, providing cut sheets and survey notes, as shown on the plans, as specified in the specifications and as directed by the Engineer. The CONTRACTOR shall submit to the Engineer a cost breakdown schedule of values for the contract item Construction Staking in advance of the work.

8.4 Temporary Utility Services

When required by Work of the Contract, the CONTRACTOR shall furnish, install and maintain temporary water, gas, electricity, telephone, and sanitary facilities for construction needs throughout construction period. Materials may be new or used, but must be adequate for the purposes intended, and must not violate requirements of applicable Codes, Specifications or standards.

The CONTRACTOR shall maintain systems to provide continuous services, modify, and extend services, as work progress requires. The CONTRACTOR shall completely remove temporary materials and equipment when construction needs can be met by use of permanent installation or at completion of project.

The CONTRACTOR shall clean and repair damage caused by installation or use of temporary facilities, restore existing facilities used for temporary services to original or better condition, and restore permanent facilities used for temporary services to original condition.

The CONTRACTOR shall pay all fees and charges for applications, non-City permits and inspections, installations, temporary meters, utility usage, service charges, maintenance, removals and restoration. CONTRACTOR shall use standard products of service companies. At CONTRACTOR's option, patented specialty devices may be used, when in compliance with applicable Codes and service company requirements.

Compensation to furnish, install and maintain temporary water, electricity, telephone, sanitary and other facilities for construction needs throughout construction period, and to remove same, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.
8.5 AUTHORITY-Provided Office Facilities at Lakeside Plaza

The AUTHORITY intends to utilize several suites of the building located on the existing property formerly known as Lakeside Plaza as temporary offices for contractors, construction managers and others working on the Orangethorpe Avenue and Tustin-Rose Grade Separation projects.

The AUTHORITY will make available to the CONTRACTOR for its use during the duration of the project, plus 30 days after acceptance of all work, office space located at Lakeside Plaza. The office space will be provided for a nominal rental rate of One Dollar ($1.00) per month during that period.

There are several existing suites located at the easterly half of the Lakeside Plaza building which are suitable for construction field office use, ranging in size from approximately 1,000 to 1,800 square feet.

Prospective bidders will be able to view the available suites at Lakeside Plaza on a date and time announced at the Pre-bid Conference. It is anticipated that the CONTRACTOR will be able to choose from no less than three suites in varying existing condition.

If the CONTRACTOR chooses to utilize one of the offered suites at Lakeside Plaza, the office space will be made available after the LNTP.

A copy of the COMMERCIAL LEASE AGREEMENT that the CONTRACTOR would be required to execute with the AUTHORITY to utilize one of the suites of Lakeside Plaza for its construction field office staff will be made available upon request. Key lease agreement terms include:

- Original Lease Term: Duration of the project plus 30 days after acceptance of all work. Rent - $1.00 per month.
- After Original Lease Term, with approval by the AUTHORITY: Month-to-month use of Premises. Rent - $2.00 per square foot per month, paid in advance.
- CONTRACTOR shall professionally maintain the Premises including electrical, plumbing and water systems, and heating and air conditioning, and keep glass, windows, and doors in operable and safe condition. CONTRACTOR agrees to accept the Premises “as is” on the start date of the original term, including the existing condition of plumbing, electrical, and heating, ventilation, and air conditioning systems, is solely responsible for improvements to the existing Premises necessary for its needs. All improvements shall be constructed in accordance with all applicable building codes and regulations under a building permit, if required.
- AUTHORITY will maintain the roof, foundation, exterior walls, and common areas of the building. All maintenance provided by AUTHORITY shall be during AUTHORITY’s normal business hours. CONTRACTOR shall maintain the Lakeside Plaza parking lot and at all times keep the parking lot in a condition that can be utilized for parking.
- CONTRACTOR shall pay for all separately metered water, gas, heat, light, power, telephone, trash disposal, and other utilities and services provided to the Premises during the term of the lease until CONTRACTOR vacates the property. CONTRACTOR will acquire utility service metered separately and will terminate any and all accounts for said services when Lessee vacates property.
- CONTRACTOR shall use the leased premises only for a construction project management office for staff directly employed on the Orangethorpe Grade Separation Project. The premises shall not be used for the storage of construction materials or equipment. No other use shall be permitted without AUTHORITY’s prior written consent.

Parking space at Lakeside Plaza will be limited during construction, and there is no guarantee that enough spaces will be available to satisfy all of the CONTRACTOR’s parking needs at all times. Three or more
other Lakeside Plaza suites will be utilized by other entities as offices during the project duration, which will also affect the parking spaces that may be available for the CONTRACTOR's use. Preference for parking of vehicles at Lakeside Plaza shall be given to office personnel and visitors. Construction worker private vehicle parking will not be permitted at Lakeside Plaza.

Access to portions of the Lakeside Plaza parking lot will be limited during construction of Stage 1 underground improvements within the parking lot. As soon possible after completion of the improvements within the existing parking lot, access to the parking spaces shall be restored by the CONTRACTOR, including installation of road base, asphalt paving and striping to match existing. The CONTRACTOR shall plan its work to maximize the number of available parking spaces at Lakeside Plaza during construction of the project.

The CONTRACTOR is required to maintain at all times access to the existing Lakeside Plaza parking lot from Orangethorpe Avenue through at minimum of one driveway. It may be necessary for the CONTRACTOR to install a temporary driveway and relocate the driveway access location during the various stages of construction. Those temporary driveways are not indicated on the drawings, and the CONTRACTOR is required to submit for approval by the Engineer its plan for constructing temporary driveways a minimum of 30 days in advance of the need to relocate the current driveway access to Lakeside Plaza parking lot.

CONTRACTOR shall provide regular trash pick and removal, weed control, plant pruning, grass cutting and other required maintenance of the Lakeside Plaza parking, hardscaped and landscaped areas in a manner acceptable to the Engineer until acceptance of the project.

The CONTRACTOR shall maintain access to the parking lot and Lakeside Plaza building at all times, and perform all work described herein, regardless of whether or not the CONTRACTOR chooses to utilize one of the Lakeside Plaza suites as its construction field office.

SC-9 Delivery, Unloading and Storage of Materials and Equipment

The CONTRACTOR shall be completely responsible for all delivery, unloading and storage activities required for the completion of work under this contract. Refer to General Conditions GC-35.4 for general requirements.

CONTRACTOR shall not use TCE areas within residential communities or on business properties that are to remain open during construction for storage, laydown or staging areas.

CONTRACTOR shall store construction equipment and materials within the project limits in a way that does not prohibit or interfere with the use of OCFCD and OCWD maintenance access roads as well as the maintenance activities of OCFCD and OCWD personnel.

CONTRACTOR, with approval of the Engineer, will be allowed to use portions of the west end of the parking lot of Lakeside Plaza as a laydown / staging area as long as that use does not adversely affect the number of parking spaces required for use of the build as temporary offices (see section SC-8.5). The CONTRACTOR shall perform a preconstruction survey of the exterior of the building and erect a temporary fence around the portions of the building not being used as temporary offices to protect it during construction activities. CONTRACTOR shall also protect the existing landscaping adjacent to the building, and shall replace in kind any landscaping damaged or destroyed during construction activities.

SC-10 Contract Data Submission Requirements

The CONTRACTOR shall submit to the AUTHORITY the items identified in the Contract Documents as requiring submission for review by the AUTHORITY or its Engineer, or other entities, agencies or authorities having jurisdiction over the work. Also refer to General Conditions Section GC-43, Submittal of Shop Drawings, Product Data and Samples. Any submittal specified to be submitted to any party other than the AUTHORITY shall be submitted to the AUTHORITY's authorized representative who will forward the
submittal to the appropriate party. Procedures for preparing and transmitting required submittals shall conform to the following:

10.1 Drawings

The CONTRACTOR shall prepare working and shop drawings as required by the Contract Documents for the performance of the work. Drawings shall be prepared on sheets measuring 24” x 36”, unless otherwise approved. Each drawing shall have a blank area 5” x 5” minimum, located above the title block, for the acceptance stamp. The title block of each drawing shall display the following:

- Submittal identification (tracking) number,
- Contract number and name,
- Number and title of drawing,
- Date of drawing or revision,
- Name of the CONTRACTOR and Subcontractor originating drawing,
- Clear identification of contents and location of work,
- Referenced Technical Specifications and/or contract drawings, and
- Structural calculations signed and sealed by a California licensed civil engineer, where applicable.

10.2 Detail Drawings

The CONTRACTOR shall furnish detail drawings, engineering calculations, and supporting data acceptable to the Engineer for temporary shoring, falsework, and other temporary work, indicating the method of proposed construction for the safe and successful completion of the work.

10.3 Submittal Transmittal Form

Cover Letter Submittals shall be accompanied by a “Submittal Transmittal” form neatly and properly filled out, in a style and format acceptable to the AUTHORITY. At a minimum, the transmittal form shall contain:

- Submittal identification (tracking) number,
- Submittal description,
- Referenced Technical Specifications and/or Contract Drawings,
- Contract number and project name, and
- Name of the CONTRACTOR and Subcontractor originating drawing.

10.4 Copies of Drawings and Data

The CONTRACTOR shall submit two (2) legible paper copies and one Adobe Acrobat “pdf” file on a labeled compact disk of complete and detailed working and shop drawings to the AUTHORITY. Such drawings shall include but not be limited to:

- Fabrication and erection drawings, schedule drawings and manufacturer’s scale drawings. If requested by the AUTHORITY, CONTRACTOR shall furnish calculations and information substantiating the details shown on the drawings satisfactory to the AUTHORITY.
- Plans for temporary structures, and for such other work as may be required for construction, which does not become an integral part of the completed project. The CONTRACTOR shall submit the calculations and other information needed to describe in detail the temporary structures or systems and their intended use.

The CONTRACTOR shall submit two (2) copies and one Adobe Acrobat “pdf” file copied to a labeled compact disk any supporting data such as manufacturers’ literature, calculations, diagrams, etc. for all items that are 8.5” x 11” size.

The Adobe Acrobat “pdf” files of the drawings and supporting data for the same submittal shall be copied to the same compact disk. Each file name of the pdf files on the disk shall include a clear and concise
Each compact disk shall contain a legible label indicating:

- Submittal identification (tracking) number,
- Submittal description – matching that of the transmittal,
- Contract number and project name, and
- Name of the CONTRACTOR and Subcontractor originating the drawings / data

10.5 Time for Submittals

The CONTRACTOR shall submit drawings, data and schedules sufficiently in advance of construction requirements, and as indicated. CONTRACTOR shall submit to AUTHORITY any submittal requiring a third party review in a timely manner so as to ensure that the third party review can be completed within the specified review period.

Unless otherwise specified, the CONTRACTOR can assume that AUTHORITY will review and return all submittals within thirty (30) calendar days after receipt of a complete submittal. For purposes of calculating the number of anticipated review days, any submittal received by AUTHORITY at the designated delivery office after 1:00 PM shall be considered to have been received on the next working day. Incomplete submittals will be identified as unacceptable and returned un-reviewed with comments describing the deficiencies, and the AUTHORITY will retain all copies.

10.6 Variations

If drawings show variations from contract requirements because of standard shop practice or for any other reason, such variations shall be described on the Submittal Transmittal form of the submittal.

- The AUTHORITY may approve or reject any or all variations.
- If variations result in an adjustment to the contract price or time for performance, the adjustment shall be subject to approval by the AUTHORITY.
- Failure to describe variations shall not relieve the CONTRACTOR from the responsibility of executing the work in accordance with the Contract, even though such drawings have been accepted.

10.7 Corrections

If corrections to the submitted drawings are required, each print will be marked “MAKE CORRECTIONS NOTED” or “AMEND AND RESUBMIT” and the required corrections will be explained. One (1) copy will be returned for correction by the CONTRACTOR.

10.8 Re-submittals

Re-submittals will be handled in the same manner as first submittals, and the same review time shall apply.

- Specific attention shall be directed to any revisions to the previously submitted drawings other than those requested by the AUTHORITY on the previous submittals by an accompanying letter or on the resubmitted drawings.
- If any corrections or review notations shown on the returned drawings constitute a change of contract requirements, the AUTHORITY shall be notified in accordance with the Change Request notice provisions of the General Conditions, and prior to proceeding with any changed work.
10.9 Acceptance

If accepted by the AUTHORITY, each copy of the drawing will be stamped and dated indicating acceptance. One paper copy or pdf copy will be returned.

The approval of drawings and schedules by the AUTHORITY will be general and shall not be construed as:

- Permitting any departure from the contract requirements,
- Offering relief from the responsibility for any errors, or omissions including details, dimensions, and materials, or
- Approving departures from details furnished by the Engineer, except as otherwise provided in the Technical Specifications.

10.10 Changes

When working and shop drawings have been completed to the satisfaction of the AUTHORITY, the construction shall be carried out in accordance with such drawings, and no changes shall be made thereon except upon written direction from the Engineer. During execution of the work, the CONTRACTOR shall use only copies of drawings and data sheets that are either stamped “MAKE CORRECTION NOTED” or “NO EXCEPTIONS TAKEN” and bear the AUTHORITY’s approval stamp and other notations.

10.11 Damages

The CONTRACTOR shall take responsibility for, and bear all cost of, damages that may result from ordering material or from proceeding with work before approval by the AUTHORITY.

10.12 Samples

The CONTRACTOR shall furnish samples as specified, or as requested by the AUTHORITY, as soon as possible after requested. Unless otherwise indicated, not less than two (2) identical samples of each type required shall be submitted.

Shipping charges on samples shall be prepaid by the CONTRACTOR. Products for which samples are requested shall not be used until accepted in writing by the AUTHORITY. Each sample shall be labeled to indicate:

- Submittal identification (tracking) number,
- Submittal description – matching that of the transmittal,
- Name of project and Contract number,
- Name of the CONTRACTOR and Subcontractor or Supplier, if applicable,
- Material or equipment represented,
- Source,
- Name of producer and brand (if any),
- References to the parts of the Technical Specifications and Plans which are applicable to the sample, and
- Location of work.

Certain samples may be tested by the AUTHORITY. Accepted samples not destroyed in testing may be retained by the AUTHORITY. Samples not accepted will be returned at the CONTRACTOR’s expense, if so requested at the time of submittal.
10.13 Shipment Letter for Samples
A Submittal Transmittal shall be mailed or delivered under separate cover submitting each shipment of samples and detailing the information required in the preceding paragraph. A copy of the Transmittal shall be enclosed with the shipment.

10.14 Test Results
Documents such as test certificates, test reports, and test results specified in the Technical Specifications and General and Special Conditions shall be submitted to the AUTHORITY. Three (3) paper copies of each required test certificate, test report, and test result shall be submitted, unless a larger quantity is specified elsewhere.

10.15 Payment
The CONTRACTOR shall receive no separate payment from the AUTHORITY for complying with the above requirements and is presumed to have allocated such costs to its bid prices.

SC-11 Mobilization

11.1 Mobilization
Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; for securing and submitting pre-NTPC obligations; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract work items on the project site.

Mobilization shall include, but not be limited to, the following items:

- Moving on to the site of all CONTRACTOR's plant and equipment required.
- Installing temporary construction power and wiring.
- Establishing fire protection system.
- Providing and maintaining on-site sanitary facilities and portable water facilities, as required.
- Arranging for and erection of CONTRACTOR's work and storage yard.
- Submittal of all required insurance certificates and bonds, including subcontractors.
- Obtaining all required permits.
- Posting all OSHA required notices, prevailing wage rates and establishment of safety programs.
- Having the CONTRACTOR's Superintendent present at the job site full-time.
- All other work and operations which must be performed or costs incurred prior to beginning work on the various contract items.

11.2 Payment
Attention is directed to Section GC-59, Invoicing and Progress Payments. The Mobilization bid item shall not exceed five percent (5%) of the total Contract Price. Payments for mobilization will be made as follows:

When the monthly progress payment total amount earned to date, not including the amount earned for mobilization, is 5 percent or more of the total Contract Price, 50 percent of the contract item price for mobilization will be included in the progress payment invoice as the mobilization pay item earned to date figure.
No payments for the mobilization pay item will be made unless the CONTRACTOR has submitted its proposed Preliminary 120-day Schedule as specified in SC-23. Payments for the mobilization pay item in excess of 10% of the mobilization pay item amount will not be made unless the CONTRACTOR has submitted and obtained AUTHORITY’s acceptance of its proposed Preliminary 120-day Schedule. Payments for the mobilization pay item in excess of 50% of the mobilization pay item amount will not be made unless the CONTRACTOR has submitted and obtained AUTHORITY’s acceptance of its proposed Baseline Schedule.

When the monthly progress payment total amount earned to date, not including the amount earned for mobilization, is 10 percent or more of the total Contract Price, the total amount earned for mobilization shall be no greater than 70 percent of the contract item price for mobilization, and that amount will be included in the progress payment invoice as the mobilization pay item earned to date figure.

When the monthly progress payment total amount earned to date, not including the amount earned for mobilization, is 20 percent or more of the total Contract Price, the total amount earned for mobilization shall be no greater than 90 percent of the contract item price for mobilization, and that amount will be included in the progress payment invoice as the mobilization pay item earned to date figure.

When the monthly progress payment total amount earned to date, not including the amount earned for mobilization, is 30 percent or more of the total Contract Price, the total amount earned for mobilization shall be 100 percent of the contract item price for mobilization, and that amount will be included in the progress payment invoice as the mobilization pay item earned to date figure.

The contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein.

The adjustment provisions in GC-65, Change Requests and Change Directives, and in GC-66, Change Order, shall not apply to the contract lump sum item of mobilization.

**SC-12 Sound and Vibration Control Requirements**

Attention is directed to Section SC-6 for order of work, working hours, pile driving restrictions, and other requirements and work restrictions.

During all site preparation, grading, and construction, CONTRACTOR shall maintain and operate all equipment consistent with the applicable federal, state, and local regulatory policies regarding noise and manufacturer’s specifications. Construction equipment will include available noise suppression devices and properly maintained mufflers.

Applicable federal and state regulatory policies include the Federal Highway Administration 23 CFR 772; Federal Transit Administration and Federal Railroad Administration; Traffic Noise Analysis Protocol for New Highway Construction and Reconstruction Projects; and Section 216 of the California Streets and Highways Code. Local regulatory policies include the City of Placentia Noise Element and City of Placentia Noise Ordinance.

The CONTRACTOR shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the Contract. Per the City of Placentia Municipal Code, the noise level from the CONTRACTOR's operations between the hours of 7:00 a.m. and 10:00 p.m. shall not exceed 72 dBA at a distance of 50 feet from the source for a cumulative period of time more than 30 minutes in any hour. The noise level from the CONTRACTOR's operations between the hours of 10:00 p.m. and 7:00 a.m. shall not exceed 50 dBA at a distance of 50 feet from the source for a cumulative period of time more than 30 minutes in any hour.
Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. All construction equipment shall also be subject to a regular maintenance and lubrication program.

If the CONTRACTOR’S equipment does not meet noise emission limits specified, the CONTRACTOR shall remove the equipment from service or take prompt remedial action to comply with these specifications within four (4) hours of reported non-compliance, or immediately if so directed by the Resident Engineer.

Work shall be performed in a manner to limit nuisance conditions such as noise that exhibits a specific readily audible frequency or tone (e.g., backup alarms) or impact noise (e.g., jackhammers). The CONTRACTOR shall incorporate alternative construction procedures and techniques, where feasible, to reduce construction noise so that the project noise is limited and does not exceed the limits specified.

Construction vehicles or equipment with backup alarms should comply with OSHA regulations. Backup alarms should be either self-adjusting ambient-sensitive alarms or manually adjustable alarms. The self-adjusting alarms will automatically adjust to 5dBA over the surrounding background noise levels. The manually adjustable alarms should be set at the lowest setting required to be audible above the surrounding noise.

Stationary noise sources, such as message boards for traffic control, that are located within 250 feet of residences should be solar or battery powered, or connected to the local power grid, i.e., not powered by an internal combustion engine. Truck-mounted auxiliary engines, such as may be used for cranes, drill rigs, etc., within 250 feet of residences shall be considered to be stationary noise sources. These engines should have maximum muffling capacity and a manufacturer approved noise enclosure, if available.

Construction equipment shall not be operated, nor shall the engines of this equipment be allowed to run, between the hours of 7:00 p.m. and 7:00 a.m., or on Sundays or holidays, except that within the limits of the project, subject to control of the Engineer, equipment may be operated during the restricted hours to:

- Service traffic control facilities,
- Service construction equipment,
- Saw transverse and longitudinal weakened plane joints in concrete pavement, or
- Perform that work that the contract specifies be done during restricted hours.

The use of impact equipment, such as jackhammers, hoe-rams, and pile drivers, is prohibited between the hours of 7:00 p.m. and 8:00 a.m., except when required due to safety constraints. Noise enclosures or barriers as described in Section SC-6.4.2 shall be implemented to reduce noise from impact equipment.

Minor deviations from this Subsection concerning hours of work that do not significantly change the cost of the work may be permitted upon the written request of the CONTRACTOR, if in the opinion of the Engineer, the work will be expedited and sound levels resulting from this work will not cause adverse public reaction. The requirements in this Subsection shall not relieve the CONTRACTOR from responsibility for complying with local ordinances regulating noise level outside the limits of the project site.

The noise level requirements specified herein shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned or operated by the CONTRACTOR. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Sound and vibratory monitoring devices shall be required for all activities deemed public sensitive such as but not limited to the following:

- Pile Driving,
- Sheet Piling,
• Vibratory Compaction,
• Sawcutting, and
• All Demolition.

Payment for conforming to the requirements of this section shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work involved in completing the requirements of this section, and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefor.

SC-13 Worker’s Safety Provisions

Reference is made to GC-37, Safety Provisions, which contains the general worker safety provisions. In addition, the following project-specific safety requirements shall be included and implemented by the CONTRACTOR as part of the CONTRACTOR’s Injury and Illness Prevention Program.

The CONTRACTOR shall comply with the CONTRACTOR’s Injury and Illness Prevention Program developed for construction activities, which shall contain specific procedures for encountering both expected and unexpected contaminants. The plan shall prescribe safe work practices, contaminant monitoring, personal protective equipment, emergency response procedures, and safety training requirements for the protection of construction workers and third parties. The health and safety plan shall meet the requirements of applicable local, state, and federal regulations (Mitigation Measure HW-3).

The CONTRACTOR’s Injury and Illness Prevention Program (CIIPP), sometimes referred to elsewhere as a site-specific health and safety plan or a health and safety plan, shall be prepared in accordance with General Conditions GC-37.

Full compensation for the CONTRACTOR’s Injury and Illness Prevention Program, including furnishing all labor, materials, tools, equipment and incidentals for preparation of, implementation of, and amendments to the CONTRACTOR’s Injury and Illness Prevention Program, and for preparation of any health and safety plans required by the contract documents, shall be considered as included in the LUMP SUM price for SITE HEALTH AND SAFETY PLAN, and no additional compensation will be allowed therefor. The CONTRACTOR’s bid amount for the CONTRACTOR’s SITE HEALTH AND SAFETY PLAN pay item shall not be more than Twenty Thousand Dollars ($20,000.00). If the cost to satisfy the requirements of the CONTRACTOR’s Injury and Illness Prevention Program exceeds that dollar amount, the excess cost shall be considered as included in the prices paid for the various items of work, and no additional compensation shall be allowed therefor.


Attention is directed to Exhibit C – CONTRACTOR REQUIREMENTS of the BNSF C&M Agreement, included as EXHIBIT I of the Agreement, which contains BNSF safety requirements applicable to the CONTRACTOR.

CONTRACTOR shall comply with BNSF’s personal protective equipment (“PPE”) requirements when its employees, representatives, subcontractors and agents are in the BNSF’s Rail Corridor. Refer to the BNSF C&M Agreement and SC-1.6. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, www.contractororientation.com. A partial list of BNSF’s PPE requirements include; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF’s representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the partial list of requirements outlined here.

13.2 Excavation Safety Plans

Reference is made to GC-37, Safety Provisions, which contains the general excavation safety provisions.
The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 5 feet or more in depth, the CONTRACTOR shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least seven (7) days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least twenty-one (21) days before the Contractor intends to begin excavation.

SC-14 Hazardous Materials


Refer to these Special Conditions and the Technical Specifications for the identification of known hazardous materials at the project site that are being removed or abated by other parties, or are required to be removed or abated by the CONTRACTOR.

The CONTRACTOR shall conduct its hazardous materials handling and removal activities pursuant to the California Health and Safety Code, the California Department of Toxic Substances Control (DTSC) requirements and all local, State and Federal laws. Waste profiling and manifesting shall conform to the requirements of the Health and Safety Code and all State and Federal laws. Any materials deemed to be contaminated or classified as hazardous waste as defined by the State and Federal laws and regulations and county and municipal ordinances and regulations, shall be uncovered, excavated, quantified, and transported by a certified waste hauling contractor, and disposed of at a permitted treatment, storage and disposal (TSD) facility in accordance with existing law. The CONTRACTOR shall provide two (2) copies to the Engineer of all documentation required by laws and regulations related the handling, removal, transport and disposal of hazardous waste or materials.

14.1 Contaminated Soils

If hazardous materials are encountered within the project limits, the CONTRACTOR is required to handle and remove, transport, and dispose of the contaminated soils or ground water in accordance with applicable local, state, and federal regulations. The treatment and removal of materials shall be coordinated with the Engineer. Hazardous materials shall be disposed of at the appropriate disposal facilities accepting hazardous waste. If the CONTRACTOR encounters contaminated soil in locations other than those indicated in the contract documents, it shall stop work in the area, implement health and safety procedures, and notify the Engineer. If encountered, payment for removal of contaminated soil shall be per the provisions set forth in section GC-65, Change Requests and Change Directives of the General Conditions.
SC-15 Testing Requirements

Reference is made to GC-47, Contractor Quality Control, GC-48, Authority Inspection and Quality Checks, and GC-49, Testing and Certificates of Compliance, of the General Conditions, and SC-33 of the Special Conditions. The CONTRACTOR is required to submit and obtain approval of a Contractor Quality Control Program ("CQCP") in accordance with GC-47.

The CONTRACTOR is responsible for all Quality Control testing and inspections. The test results and inspections shall ensure that all materials incorporated into the project are in compliance with the contract requirements. Testing frequencies shall be in accordance with “Frequency Tables” Exhibit 16-R of the Caltrans Local Assistance Procedures Manual 2005, Chapter 16, or in accordance with the frequency specified in elsewhere the Special Conditions or Technical Specifications, whichever is the most stringent. If testing frequencies for an element of work are not identified in any contract document, CONTRACTOR shall recommend a frequency of testing in its CQCP, subject to approval of the AUTHORITY, and/or a minimum of ten (10) days prior to starting the element of work if not addressed in the approved CQCP.

The AUTHORITY may perform independent quality assurance testing and inspections (in addition to the Quality Control testing and inspections that are required to be performed by the CONTRACTOR) to verify accuracy and compliance with the contract requirements.

For fabricated or manufactured material inspection, checks and test shall be done according to Table 6-2.2, Inspection of Fabricated and Manufactured Materials, of the Caltrans Construction Manual.

The CONTRACTOR shall notify the AUTHORITY's Engineer at least two (2) full working days prior to commencement of any construction requiring testing.

All material testing for the drainage facilities shall be provided by the CONTRACTOR in accordance with the number, location, and frequency requested by the AUTHORITY. The CONTRACTOR shall notify the AUTHORITY's Engineer a minimum of two (2) full working days prior to D-Load testing of RCP for verification of test results.

SC-16 Time-Related Overhead

The CONTRACTOR will be compensated for time-related overhead (TRO) as described below. The CONTRACTOR will not be compensated for time-related overhead for delays caused by the AUTHORITY that occur prior to the First Charged Day, but will be compensated for actual overhead costs incurred, as determined by an independent Certified Public Accountant audit examination and report, hired by the AUTHORITY.

Time-related overhead shall consist of those overhead costs, including field office, regional office and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and other charges incurred only once during the contract. Time-related overhead shall not apply to subcontractors of any tier, suppliers, fabricators, manufacturers, or other parties associated with the CONTRACTOR.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to the work of the contract. Time-related costs of field office overhead include, but are not limited to, salaries, benefits, and equipment costs of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies, and equipment costs of the project field office.

Home office and regional office overhead or general and administrative expenses refer to the fixed costs of operating the CONTRACTOR's business. These costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project
engineering and estimating. Home office overhead costs shall exclude expenses specifically related to other contracts or other businesses of the CONTRACTOR, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead associated with a reduction in contract time for an accepted VECP under "Value Engineering Change Proposal," of the Special Conditions shall be considered a construction cost attributable to the resultant estimated net time savings due to the cost reduction incentive.

If the final increased quantity of time-related overhead days exceeds 149 percent of the number of days specified in the Bid Item List, or if a dispute exists between the AUTHORITY and CONTRACTOR related to time–related overhead costs, the CONTRACTOR shall, within sixty (60) days of the AUTHORITY's written request, submit to the AUTHORITY an audit examination and report performed by an independent Certified Public Accountant of the CONTRACTOR's actual overhead costs. The audit examination and report shall depict the CONTRACTOR's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.

The Independent Certified Public Accountant's audit examinations shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. Audit examinations and reports shall determine if the rates of field office overhead and home office overhead are:

A. Allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.
B. Adequately supported by reliable documentation.
C. Related solely to the project under examination.

Within twenty (20) days of receipt of the AUTHORITY's written request, the CONTRACTOR shall make its financial records available for audit by the AUTHORITY for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the CONTRACTOR. The actual rate of time-related overhead specified in the audit, submitted by the CONTRACTOR, will be subject to approval by the AUTHORITY.

If the AUTHORITY requests the independent Certified Public Accountant audit, or if it is requested in writing by the CONTRACTOR, the contract item payment rate for time-related overhead, in excess of 149 percent of the number of days specified in the verified Bid Item List, will be adjusted to reflect the actual rate.

The cost of performing an independent Certified Public Accountant audit examination and submitting the report, requested by the AUTHORITY, will be borne equally by the AUTHORITY and the CONTRACTOR. The division of the cost will be made by determining the cost of providing an audit examination and report in conformance with the provisions of "Work Performed by Special Forces or Other Special Services," of the General Conditions, and paying to the CONTRACTOR one half of that cost. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report for overhead claims other than for the purpose of verifying the actual rate of time-related overhead shall be entirely borne by the CONTRACTOR. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report to verify actual overhead costs incurred prior to the First Charged Day shall be entirely borne by the CONTRACTOR.

MEASUREMENT AND PAYMENT: The quantity of TIME-RELATED OVERHEAD to be paid will be measured by the calendar day, designated in the verified Schedule of Quantities and Prices as CDAY. The estimated number of days is the number of days specified in SC-4.1, First Charged Day and Final Completion, of the Special Conditions. The quantity of time-related overhead will be increased or decreased only as a result of suspensions or adjustments of contract time which revise the current contract completion date in accordance with the terms and conditions of the Agreement.
An approved time impact evaluation submitted as specified in SC-23, Progress Schedule, shall be used to determine the type and duration of a delay.

In the event an early completion Baseline schedule, as defined in SC-23, Progress Schedule, is submitted by the CONTRACTOR and approved by the AUTHORITY, the amount of time-related overhead eligible for payment will be based on the total number of days for the project indicated in the CONTRACTOR's early completion Baseline schedule accepted by the AUTHORITY.

The contract price paid per day for time-related overhead shall include full compensation for time-related overhead, including the CONTRACTOR's share of costs of the independent Certified Public Accountant audit of overhead costs requested by the AUTHORITY, as specified in these Special Conditions, and as directed by the AUTHORITY.

Full compensation for additional overhead costs involved in incentive and disincentive provisions to satisfy internal milestone requirements shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for overhead costs incurred during days of inclement weather shall be considered as included in the time-related overhead paid during the contract days, and no additional compensation will be allowed therefor. Additional days determined in accordance with SC-23.11 as a result of unusually severe weather which result in a contract time extension will not affect the quantity of TRO days as project delays caused by unusually severe weather are non-compensable.

Full compensation for additional overhead costs involved in performing additional contract item work that does not result in a contract time extension shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for overhead, other than time-related overhead measured and paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of the General Conditions for changed work, shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Overhead costs incurred by subcontractors of any tier, suppliers, fabricators, manufacturers, and other parties associated with the CONTRACTOR shall be considered as included in the various items of work.

For the purpose of making partial payments pursuant to the provisions in "Compensation, Payments, Records and Audit" of the General Conditions, the number of days to be paid for at the time-related overhead unit price in each monthly partial payment will be the number of calendar days that occurred during that monthly estimate period. Days granted or reduced by contract change order due to extra work or changes in character of the work, will be added to or deducted from the quantity of TRO days. No payment for time-related overhead will be made when all TRO days have been paid.

After the work has been completed and accepted, the amount of the total contract item price for time-related overhead not yet paid will be included for payment in the first progress payment invoice approved for payment after completion of all work, in conformance with the provisions in "Compensation, Payments, Records and Audit" of the General Conditions.

**SC-17 Contractor Cooperation and Coordination**

CONTRACTOR shall conform to the requirements of Section GC-39 of the General Conditions and shall cooperate with and coordinate its work with any private development work, utility relocation work or any other contractor, which may be performing work in the immediate area of this work. Full compensation for conforming to coordination and cooperation efforts by the CONTRACTOR specified in section SC-17 and CG-39, and elsewhere, shall be considered to be included in the various contract items of work involved, and no separate payment will be made therefor.
The CONTRACTOR shall attend weekly coordination meetings with other contractors and third parties (and more often, if necessary) to review construction status, problems, schedule, concerns, and to resolve any outstanding issues, as directed by the Engineer. If the direction by the Engineer to resolve coordination issues results in added or deleted scope of work, adjustments will be made in accordance with the contract change order provisions.

17.1 Coordination with Tustin-Rose Grade Separation Contractor

During the performance of the work of this Contract, a separate contractor will be constructing the Tustin Avenue - Rose Drive ("Tustin-Rose") Grade Separation project. That project is immediately adjacent to and has a common interface with this project. The CONTRACTOR shall work closely with the Tustin-Rose Grade Separation contractor to ensure that the construction staging and traffic handling for both projects is well coordinated, and that delays and disruptions due to the shifting of traffic necessary for either project are minimized as much as possible.

CONTRACTOR shall, on a regular basis as scheduled by the Engineer, attend meetings with representatives of the Tustin-Rose Grade Separation project contractor to coordinate the work of both projects.

CONTRACTOR shall coordinate its Stage 2 and Stage 3 lane alignments and traffic handling measures work with that of the Tustin-Rose Grade Separation Project contractor at the east end of Orangethorpe Avenue where the Orangethorpe Avenue Grade Separation Project and the Tustin-Rose Grade Separation Project traffic control measures overlap. Minor adjustments may be required to the traffic handling configurations depicted by the Traffic Handling Plans.

Both projects also require work within the BNSF right-of-way which must be coordinated with train traffic in accordance with BNSF restrictions. The CONTRACTOR and the Tustin-Rose Grade Separation contractor are required to closely coordinate the timing of their work with each other and BNSF in order to ensure the optimum use of the work windows provided by BNSF when they become available. The CONTRACTOR will be required to attend periodic coordination meetings with the Tustin-Rose Grade Separation contractor and BNSF, as directed by the Engineer, to facilitate the coordination effort.

A copy of the Tustin-Rose Grade Separation project plans and specifications are available for examination at the AUTHORITY’s offices.

17.2 Coordination with Kraemer, Placentia and Lakeview Grade Separation Contractors

During the performance of the work of this Contract, separate contractors will be constructing the Kraemer Boulevard Grade Separation project, the Placentia Avenue Grade Separation project, and the Lakeview Avenue Grade Separation project. Those projects are not immediately adjacent to this project, but the work by those other contractors may indirectly affect the CONTRACTOR’s work. The CONTRACTOR shall coordinate its work with the work of the other grade separation project contractors when necessary to ensure that delays and disruptions to the construction of the grade separation projects are minimized as much as possible. All of the grade separation projects require work within the BNSF right-of-way, which must be coordinated with train traffic in accordance with BNSF restrictions. The CONTRACTOR is required to coordinate the timing of its work with each of the other grade separation contractors and with BNSF in order to ensure the optimum use of the work windows provided by BNSF when they become available. The CONTRACTOR may be required to attend periodic coordination meetings with the other grade separation project contractors and BNSF, as directed by the Engineer, to facilitate the coordination effort.
SC-18 Contractor Reports

CONTRACTOR shall submit to AUTHORITY the various reports described in this section, and other reports required by other parts of the contract documents. Examples of some of the reports required to be submitted are included as EXHIBIT N of the Agreement as a convenience. Not all required reports are included in EXHIBIT N, and the exact format and information that must be reported by the CONTRACTOR may vary from what is indicated by the examples as required by the AUTHORITY.

18.1 Contractor Daily Activity Report

CONTRACTOR shall submit to AUTHORITY a legible daily construction activity report for each work day, including weekends and holidays when worked, and for each scheduled work day when events or weather prohibit work from being performed. Typed or word processed and printed reports are preferred. Each daily construction report shall be submitted no later than noon of the next workday following the workday represented by the report. The following information shall be included in the report, in a format acceptable to the Engineer:

1. AUTHORITY's Project name and Contract / Project number,
2. CONTRACTOR's name and address,
3. Date, day of the week, and shift (if other than day shift) for that report,
4. Date when the report was prepared and name of author,
5. Weather, temperature, and any unusual site conditions,
6. Brief description of day's activities indicating the subcontractor's name, as applicable, (each work task shall be referenced to the schedule activity number and activity description in the CPM schedule),
7. Labor force counts for CONTRACTOR and subcontractors,
8. Equipment utilized by CONTRACTOR and subcontractors,
9. Delivery of materials, products and equipment to be incorporated into the Work, and
10. Unusual occurrences, problems and accidents, if any.

The CONTRACTOR's standard daily report form may be utilized if it includes all of the required information and is acceptable to the Engineer. Attachment of subcontractor daily reports to the Contractor Daily Report does not satisfy the requirement for the CONTRACTOR to include the specified information directly in its report. A notation on the Contractor Daily Report such as “see attached subcontractor report for the labor force count and a description of the tasks performed” is not acceptable.

18.2 Contractor Quality Control Reports

CONTRACTOR shall submit to AUTHORITY a legible daily Quality Control daily report for each work day, for each inspector working, including weekends and holidays when worked. More than one type of daily Quality Control report may be required. Typed or word processed and printed reports are preferred, but legible hand written reports on a preprinted blank form are acceptable. Each daily Quality Control report shall be submitted no later than noon of the next workday following the workday represented by the report. The Quality Control report forms shall be submitted as part of the proposed Contractor Quality Control Program (“CQCP”) described in General Conditions section GC-47. The Engineer may require at any time that the daily report forms be modified after acceptance of the CQCP if they are not satisfactorily serving the intended purpose.
CONTRACTOR shall submit to AUTHORITY legible **Quality Control inspection reports / checklists** for each required work feature inspection performed by the Contractor Quality Control staff. The individual inspection reports shall be included as an attachment to each daily Quality Control report within the time specified above. The Quality Control inspection report forms shall be submitted as part of the proposed Contractor Quality Control Program ("CQCP") described in General Conditions section GC-47 and Special Conditions section SC-33. The Engineer may require that the inspection report forms be modified after acceptance of the CQCP if they are not satisfactorily serving the intended purpose. The Engineer has the final determination in what is required as Quality Control Inspection Reports/Checklists as attachments to the Quality Control Daily Reports submitted by the CONTRACTOR.

CONTRACTOR shall submit to AUTHORITY legible **Quality Control testing reports** for each required material or work feature test performed by the Contractor Quality Control staff and testing laboratories within 24 hours after receipt of the test results by the CONTRACTOR. Test performed "in-house" by CONTRACTOR quality control staff shall be considered received by the CONTRACTOR at the time the test was performed. The CONTRACTOR shall insure that it receives the written test results within 24 hours after the time the test was performed for any test performed by a subconsultant, subcontractor or outside / independent testing laboratory.

**18.3 Labor Compliance Reports**

CONTRACTOR shall submit to AUTHORITY all labor compliance documents as required by the contract documents within the time limits indicated and / or required by law and labor compliance regulations. Refer to General Conditions GC-8, Labor Provisions, the Agreement, and other contract documents. Failure to submit the required reports in a timely manner will result in penalties, liens and other consequences so stipulated. Copies of the reporting forms created by the AUTHORITY that are available for use by the CONTRACTOR are included in EXHIBIT N of the Agreement.

**18.4 Safety Compliance Reports**

CONTRACTOR shall submit to AUTHORITY all safety compliance reports as required by the contract documents within the time limits indicated. Refer to General Conditions GC-37, Safety Provisions, the Agreement, and other contract documents.

CONTRACTOR shall submit to the AUTHORITY on a monthly basis coinciding with the monthly pay application cut-off date (25th), a **Safety Metrics Log** as provided by the AUTHORITY, a copy of which is included in EXHIBIT N of the Agreement. The contractor shall fill out the log in the format provided and return to the AUTHORITY in both the provided native file format and PDF format with all data fields required filled in.

**18.5 Incident and Accident Investigation Reports**

The CONTRACTOR shall submit to the AUTHORITY written Incident notifications and Incident Investigation reports in accordance with General Conditions section GC-37.17.

**18.6 Failure to Submit Reports**

The AUTHORITY and its Resident Engineer staff rely on the CONTRACTOR providing the required Quality Control daily reports, inspection reports, testing reports, Labor Compliance reports, Safety Compliance reports, and Incident Reports in a timely manner to facilitate administration of the contract. The AUTHORITY and its Program Management and Resident Engineer staff must perform unanticipated tasks, and will incur additional costs, when the required CONTRACTOR reports are not submitted in a timely manner by the deadlines specified.

Failure by the CONTRACTOR to submit the reports described in section SC-18 may result in the assessment of administrative fees by the AUTHORITY in accordance with the following fee schedule, which
also identifies other consequences. These administrative fees are in addition to penalties, liens and other remedies indicated elsewhere in the contract documents for failure to submit required reports.

<table>
<thead>
<tr>
<th>Report Description</th>
<th>Violation</th>
<th>Fee (per report)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>18.1 – Contractor Daily Activity Report</strong></td>
<td>Up to 5 hours late</td>
<td>$200.00</td>
</tr>
<tr>
<td>Measured from end of work shift</td>
<td>More than 5 hours late</td>
<td>Plus $300.00 for each 24 hrs late or part of 24 hrs past deadline.</td>
</tr>
<tr>
<td>Day = each 24 hrs measured from end of work shift</td>
<td>More than 3 days late</td>
<td>$1,000.00 per late report (maximum, including amounts above).</td>
</tr>
<tr>
<td>Never submitted</td>
<td></td>
<td>Plus $500.00 per missing report, if never submitted.</td>
</tr>
<tr>
<td><strong>18.2 – Contractor QC Report</strong></td>
<td>Up to 5 hours late</td>
<td>$200.00</td>
</tr>
<tr>
<td>Measured from end of work shift</td>
<td>5 to 24 hours late</td>
<td>Plus $300.00 for each 24 hrs late or part of 24 hrs past deadline.</td>
</tr>
<tr>
<td>Day = each 24 hrs measured from end of work shift</td>
<td>More than 3 days late</td>
<td>$1,000.00 per late report (maximum, including amounts above).</td>
</tr>
<tr>
<td>Never submitted</td>
<td></td>
<td>Plus $500.00 per missing report, if never submitted.</td>
</tr>
<tr>
<td><strong>18.2 – Contractor QC Inspection Report / Checklist</strong></td>
<td>Up to 5 hours late</td>
<td>$200.00</td>
</tr>
<tr>
<td>Measured from time of Inspection</td>
<td>5 to 24 hours late</td>
<td>Plus $300.00 for each 24 hrs late or part of 24 hrs past deadline.</td>
</tr>
<tr>
<td>Day = each 24 hrs measured from date / time of inspection</td>
<td>More than 3 days late</td>
<td>$1,000.00 per late report (maximum, including amounts above).</td>
</tr>
<tr>
<td>Never submitted</td>
<td></td>
<td>Plus $500.00 per missing report, if never submitted.</td>
</tr>
<tr>
<td><strong>18.2 – QC Testing Reports</strong></td>
<td>Up to 5 hours late</td>
<td>$200.00</td>
</tr>
<tr>
<td>Measured from time of Test</td>
<td>5 to 24 hours late</td>
<td>Plus $300.00 for each 24 hrs late or part of 24 hrs past deadline.</td>
</tr>
<tr>
<td>Day = each 24 hrs measured from date / time of test</td>
<td>More than 3 days late</td>
<td>$1,000.00 per late report (maximum, including amounts above).</td>
</tr>
<tr>
<td>Never submitted</td>
<td></td>
<td>Plus $500.00 per missing report, if never submitted.</td>
</tr>
<tr>
<td><strong>18.4 - Safety Metrics Log</strong></td>
<td>Never submitted</td>
<td>Monthly pay application will not be processed for payment until submitted. Safety Metric Log is a condition of payment.</td>
</tr>
<tr>
<td>Report Description</td>
<td>Violation</td>
<td>Fee (per report)</td>
</tr>
<tr>
<td>--------------------</td>
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</tr>
<tr>
<td>18.5 – Incident Notification / Investigation and written report</td>
<td>At 25th – 48th hour after incident</td>
<td>$200.00</td>
</tr>
<tr>
<td></td>
<td>At 49th – 72nd hour after incident</td>
<td>Plus $300.00 for each 24 hrs late or part of 24 hrs past deadline</td>
</tr>
<tr>
<td></td>
<td>At 73rd – 96th hour after incident</td>
<td>$1,000.00 per late report (maximum, including amounts above)</td>
</tr>
<tr>
<td></td>
<td>Never submitted</td>
<td>Monthly pay application will not be processed for payment until submitted. Submittal is a condition of payment.</td>
</tr>
<tr>
<td>18.5 – Incident Investigation Report</td>
<td>6th Working day (following a property damage incident or OSHA Recordable Illness or Injury)</td>
<td>$200.00.</td>
</tr>
<tr>
<td></td>
<td>7th Working day</td>
<td>Plus $300.00 for each 24 hrs late or part of 24 hrs past deadline.</td>
</tr>
<tr>
<td></td>
<td>8th Working day</td>
<td>$1,000.00 per late report (maximum, including amounts above).</td>
</tr>
<tr>
<td></td>
<td>Never submitted</td>
<td>Monthly pay application will not be processed for payment until submitted. Submittal is a condition of payment.</td>
</tr>
<tr>
<td>18.5 – Formal Incident Review and Investigation Report</td>
<td>At 11th day after incident</td>
<td>$200.00.</td>
</tr>
<tr>
<td></td>
<td>At 12th day after incident</td>
<td>Plus $300.00 for each 24 hrs late or part of 24 hrs past deadline.</td>
</tr>
<tr>
<td></td>
<td>At 13th day after incident</td>
<td>$1,000.00 per late report (maximum, including amounts above).</td>
</tr>
<tr>
<td></td>
<td>Never submitted</td>
<td>Monthly pay application will not be processed for payment until submitted. Submittal is a condition of payment.</td>
</tr>
</tbody>
</table>

**SC-19 Automated Time Lapse Camera**

The CONTRACTOR shall furnish, install and maintain a time lapse camera along with all necessary services and appurtenances for duration of the project in a location(s) determined by the Engineer. This section describes the system required, based on a camera system by EarthCam Megapixelcam Advance Systems with online web access and time lapse rendering. CONTRACTOR may provide a camera system that is equal to what is specified, as approved by the Engineer.
19.1 System Requirements

A. The outdoor camera system shall consist of a tamper and impact resistant enclosure with integrated camera, wiper and weather resistant powder coated aluminum housing to be mount as a fixed pole, wall, parapet or non-penetrating roof mount.

B. The camera shall take high-resolution 12 Megapixel digital images every fifteen (15) minutes and provide live video.

C. The camera shall upload both images and video over a wireless cellular modem, a wireless point-to-point system or a RJ-45 hardwired connection to a DSL or cable modem.

D. The content shall be sent to a secure, password protected website with an Interface and Online Software features provided by the Vendor as a Managed Service.

E. The system shall operate on 120 VAC and have a maximum power consumption of 130 W. Provide continuous power to the system.

F. CONTRACTOR shall be responsible for all work necessary to set temporary or permanent pole to house and support equipment required as well as provide electrical and data service to location determined by the Engineer.

G. CONTRACTOR may be required to move camera location and all necessary services up to three (3) times during the duration of construction, as directed by the Engineer.

H. Submit proposed Camera system to the Engineer for approval no later than forty (40) days prior to first day of anticipated on-site construction activities.

I. Install the camera system and make the system fully operational no later than ten (10) days after NTPC.

19.2 Equipment

A. Camera: Integrated 12 Megapixel high-definition camera and lens assembly consisting of a complementary metal oxide semiconductor (CMOS) camera with a remotely controlled focal length lens with the following features:

   1. Imager: 15.8 mm x 23.6 mm CMOS.
   2. Resolution: 4288 x 2848 Pixels = 12 Megapixels.
   3. Lens: F/3.5 –F/5.6, 18 mm – 55 mm, 3x Optical.
   4. Compression: Motion JPEG.
   5. IP Addressing: Dynamic or Static.
   7. Operational Temperature: - 10°F to 120°F (- 23°C to + 49°C).

B. Camera Enclosure: Powder coated aluminum housing with stainless steel fittings for padlocks, with the following features:

   1. Built in thermostatically controlled heater and blower.
   2. Impact resistant viewing window, 0.25" (6.35 mm) thick.
   3. Two UL rated compression glands (Liquid Tight Fittings Available).
   4. Wiper to remotely clean the viewing window
   5. Forward opening gas assisted lid.
   6. Adjustable camera mounting sled.

C. Quantity of Cameras: One (1).
D. Data Connection: Provide one of the following:
   1. In areas with cellular coverage, operate cameras via built-in cellular data connection provided and maintained by the system vendor.
   2. In areas with or without cellular coverage, operate cameras via an RJ-45 Ethernet data connection over broadband or satellite Internet access provided and maintained by the CONTRACTOR.
   3. Data connection designed for “EarthCam Control Center - Megapixel Edition – Fixed with mobile support” software, or approved equal compatible with system provided.
   3.4. CONTRACTOR responsible for all trenching, materials, permits and fees associated with providing phone / internet service to camera.

19.3 Interface and Online Software

A. Remote Access: CONTRACTOR’s System Vendor shall provide an internet based interface and online software as a managed service, to allow the viewing of all high-definition digital still images captured and stored and live video, from any location with internet access via a secure password protected website.
   1. Maintain images on the System Vendor’s website for reference available at all times during the life of the project and for not less than sixty (60) days after completion of project.
   2. Full control of this system will be released to and administered by the AUTHORITY once it is operational.

B. Online Interface Features:
   1. Software delivered by Vendor as a Managed Service.
   2. Displays AUTHORITY’s logo and project name.
   3. Capable of viewing actual live video.
   4. Picture in Picture to view live video, while viewing high definition images.
   5. Calendar based navigation system for selecting specific images.
   6. Multifunction image browsing.
   7. Pan, tilt and zoom control capability within a high-definition image.
   8. Onscreen button for wiper control to allow remote cleaning of the viewing window.
   9. A multi-view screen to view all of the cameras on a project at the same time.
   10. Graphical mark-up tools for detailing and creating overlays on images.
   11. Graphical weather applet displaying ten points of local weather data and 48-hour forecast.
   13. Remote Battery Monitoring Screen Displaying Battery Voltage, Temperature and Status (if applicable).
   14. Remote cellular monitoring screen displaying connectivity, network traffic and modem temperature (if applicable).
   15. Remote wireless radio monitoring screen displaying connectivity, network traffic and Google Map features including wireless radio locations (if applicable).
   16. Share image tools: save, print, email and post to message board or mobile devices.
   17. Automated progress reports in Power Point, Open Office and PDF formats.
   18. Map, aerial and satellite view by Google.
   19. Time lapse features include – Instant time lapse play back by day, week, month or year.
   20. Machine to machine self-healing technology that automates maintenance of camera up to 288 times daily.
   21. Account security features include – Four levels of password protection, IP address block/permission and SSL protection of the user login password.
   22. All Images are the copyright of the AUTHORITY and shall be protected on secure servers owned and operated by the system vendor.
   23. Ability by the AUTHORITY’s representative to change timing of digital images.
9.4 Installation

A. General:
   1. Unpack camera system components and save packing materials (box and foam) for future shipment or delivery of camera system including associated appurtenances and mounting equipment to Manufacturer as required and to AUTHORITY at end of use.
   2. Install camera system in accordance with manufacturer’s printed instructions, State and Municipality codes and requirements and approved submittals.
   3. Install units plumb and level and at proper angle to provide maximum field of view of on-site operations.
   4. Securely and rigidly anchor products in place.
   5. Connect camera(s) to power.

B. Position camera so that field of view of approximately 51º horizontal and 39º vertical covers intended area of site, as approved by the Engineer.
   1. Install camera at elevation that will provide uncompromised visual coverage. Camera height shall be a minimum of forty (40) feet above ground level.
   2. Install camera so that position of sun or manmade light sources will not come into direct contact with field of view of camera at any time during construction.

19.5 Camera System Testing, Maintenance and Removal

A. Pre-installation Testing: Test camera on-site at ground level prior to mounting unit in its intended elevated position.
   1. Contact System Vendor not less than 24 hours in advance of installation for testing.
   2. Connect unit, and contact System Vendor and require System Vendor to remotely confirm camera is operating properly.
   3. Install cameras in approved location.

B. Clean camera system components, including camera-housing windows, lenses, and monitor screens using methods and materials recommended in writing by manufacturer.

C. Engage the services of a factory-authorized service representative available by phone during the duration of the project to instruct CONTRACTOR’s and AUTHORITY’s personnel in procedures to adjust and maintain camera equipment, recommend schedules for troubleshooting and maintaining equipment, and to explain methods of determining optimum alignment and adjustment of components.

D. Maintenance: Maintain camera equipment in good operating condition on a 24-hour basis until removal.

E. Replace camera system components during the project duration with acceptable replacement parts and components and make system operational within three (3) days of failure, damage or theft. See payment subsection below.

F. Remove camera system when instructed by the AUTHORITY.

G. The Camera system, including associated appurtenances and mounting equipment, shall be the property of the AUTHORITY. CONTRACTOR shall package all components in their original packing boxes and turn over to the AUTHORITY along with all Operation, Maintenance and Instruction manuals.
19.6 Payment

Payment for AUTOMATED TIME LAPSE CAMERA shall be at the contract price per LUMP SUM, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in AUTOMATED TIME LAPSE CAMERA, including shop drawings, fabrication, excavation, backfill, support pole and foundation, installation, camera relocation, maintenance, and removal, complete in place, as specified in these Special Conditions, and as directed by the Engineer.

Failure to install the camera system and make it operational by on or before the time indicated will result in the assessment by the AUTHORITY of a $200.00 per day administrative deduction from the pay item until the camera system is operational.

The camera system must be functional and usable by the AUTHORITY at all times. Failure to provide a functioning and accessible camera system within three (3) days of system failure, damage or theft will result in the assessment by the AUTHORITY of a $200.00 per day administrative deduction from the pay item until the camera system is made operational.

The total amount of administrative deductions shall not be limited by the lump sum bid price amount.

SC-20 Pre-Construction Surveys

CONTRACTOR activities shall be performed in a manner to eliminate damage to adjacent private property and temporary construction easement (TCE) areas. CONTRACTOR shall perform preconstruction surveys of adjacent private property and TCE areas including the structures, property improvements, hardscape, landscape and roadways prior to beginning construction activity. Preconstruction surveys shall be performed prior to construction as a base survey to identify existing field conditions. Surveys shall consist of both video and photographic records of all existing adjacent facilities and improvements that may have potential to be impacted by construction activity. CONTRACTOR shall provide AUTHORITY with photographic and video records, with date shown on the photographs and videos, of the existing condition prior to construction. CONTRACTOR shall tour TCE areas and adjacent sites with an AUTHORITY representative, to confirm the condition of the area with the photos. Failure of the CONTRACTOR to perform a pre-construction survey and provide the pre-construction survey data to the Engineer will result in CONTRACTOR restoring the TCE and adjacent impacted property to the satisfaction of AUTHORITY at CONTRACTOR's expense.

The cost of the pre-construction and monitoring surveys will not be paid for separately and shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SC-21 Construction Activities on Private Properties

Prior to construction activities, including demolition of the existing CMU walls and other improvements on private property, CONTRACTOR is to notify the Engineer seven (7) days in advance in writing of the work to be performed. The Engineer will contact the property owner and coordinate the working hours, work restrictions and property owner concerns. ID badges with photo ID will be required to be worn at all times by the CONTRACTOR personnel working on the private property.

CONTRACTOR will ensure that all utility services to private properties will be maintained during construction. If temporary shutdowns must occur, CONTRACTOR shall notify the property owner at least 24 hours in advance, and the shutdown will be for no longer than 4 hours and will occur between the hours of 9:00 am and 3:00 pm.

It is the intent of the AUTHORITY to pay the homeowners or homeowners associations (HOA) directly for the landscaping and irrigation which is affected by the construction and which is not indicated to be replaced or restored it to its pre-existing condition by the CONTRACTOR.
Refer to section SC-6.8 and EXHIBITs K-2 thru K-4 of the Agreement for special requirements related to the use of TCEs located on private property during construction. Those requirements are in addition to work requirements and restrictions indicated elsewhere by the contract documents.

**SC-22 Project Close-Out Documentation**

**22.1 Record Drawings**

During the project, CONTRACTOR shall keep a master set of drawings updated on a continuous basis noting any variation of the Work. Refer to General Conditions GC-54 for additional requirements related to the maintenance of record drawings.

All changes in dimension, elevation, detail, etc. must be shown on these plans. The contract change order number shall be shown where applicable.

Superseded data should be lined out. Do not eradicate original figures, nor make corrections over them. Extensive changes, which cannot be shown clearly on the record drawing sheet, should be made on a new drawing of the same sheet.

Sheets with changes should state “Record Drawing.” If no changes are made to a sheet, it shall state “No Record Drawing Changes.”

Each sheet of the Record Drawing plans must be signed and dated by the CONTRACTOR’s authorized representative. The CONTRACTOR’s authorized representative’s name shall be printed in cases where the signature is not legible.

Upon completion of the Work, CONTRACTOR shall produce a master “Record” set of plans by neatly transferring by hand using a red pen all such noted variations to black and white copies of the same full-size drawings in a manner acceptable to the Engineer, and shall deliver the drawings to the Engineer within 30 days after completion of all construction work and prior to CONTRACTOR’s Final Application for Payment. Failure to fulfill this submission requirement will be grounds for withholding of the final payment.

**22.2 Warranties**

Reference is made to GC-73 thru GC-76 of the General Conditions. Also refer to these Special Conditions and the Technical Specifications which identify work components that require special or manufacturer warranties.

The CONTRACTOR shall assemble copies of all required special or manufacturer warranties for submission to AUTHORITY a minimum of sixty (60) days prior to the scheduled final completion of the work. CONTRACTOR shall review the warranty forms and language to verify compliance with the Contract Documents prior to submission. The proposed warranty documents shall be submitted in accordance with Subsection SC-10 Contract Data Submission Requirements for review and acceptance by AUTHORITY.

Once the warranty forms and language have been accepted by the AUTHORITY, the CONTRACTOR shall assemble and submit two (2) copies of the accepted formal warranty documents in a tabbed durable binder sized for 8-1/2 inch x 11 inch sheets with a table of contents keyed to the tabs. The binder cover shall indicate the project name and number and include the title "WARRANTIES." In addition, the CONTRACTOR shall provide assembled warranty documents in electronic format of Adobe Acrobat PDF on a compact disc with appropriate label. Failure to fulfill this submission requirement will be grounds for withholding of the final payment.

1) For equipment or component parts of accepted equipment put into service for the Owner's benefit during the progress of the Work, submit the warranties within ten (10) calendar days after acceptance of that Work.
2) Otherwise, submit warranties within ten (10) calendar days after date of Final Completion and prior to CONTRACTOR’s Final Application for Payment.

22.3 Operation and Maintenance Manuals
When maintenance manuals and operating instructions are required in the individual Technical Specification Subsections, or by these Special Conditions, the CONTRACTOR shall prepare and assemble such in manageable sized, heavy-duty, three-ring, vinyl-covered binders with pockets sized for 8-1/2 inch x 11 inch sheets and including at least the following:

1) Identification on, or readable through, the front plastic cover and spine with the Project name, Owner’s Project identification number, and the general subject matter contained in the manual.

2) Neatly typewritten index near the front of the manual furnishing immediate information as to locations in the manual of all emergency data regarding the equipment included in the manual.

3) Complete instructions regarding operation and maintenance of the equipment included in the manual.

4) Complete nomenclature of replaceable parts, their part numbers, current cost, and name, address, and telephone number of the nearest source of parts.

5) Copy of each guarantee/warranty and service contract issued for equipment in the manual.

6) Additional data as required for the instruction of the Owner’s operating and maintenance personnel.

7) Where contents of manuals include manufacturers’ catalog pages, clearly indicate the items included in the project installation and delete, or otherwise clearly indicate, data that is not applicable to this installation.

8) With each copy of the manual, furnish to the Owner one (1) set of final accepted Shop Drawings showing changes made during construction. When shop drawings or other drawing sheets larger than 8-1/2 x 11 inches are part of the data, neatly fold the drawing sheets individually and three-hole punch or insert the sheets in a three-hole punched envelope and insert in the notebook. Hole-punching of the drawings shall not cut through printed lines or text.

9) CONTRACTOR shall provide assembled documents in electronic format of Adobe Acrobat PDF on a compact disc with appropriate label.

Submit two (2) copies of each Operation and Maintenance manual for review and acceptance by AUTHORITY a minimum of sixty (60) days prior to the scheduled completion of the work. One copy of unacceptable Operation and Maintenance manuals will be returned with comments and one will be retained by AUTHORITY. Unacceptable Operation and Maintenance manuals shall be resubmitted promptly and acceptance by AUTHORITY is a condition precedent to final payment for the Work.

22.4 Quality Control Test Reports
Upon completion of the Work, CONTRACTOR shall produce a master “Record” set of all quality control test reports and test certificates, organized by type of test and in chronological order, in a manner acceptable to the Engineer. CONTRACTOR shall deliver the reports to the Engineer within 30 days after completion of all construction work and prior to CONTRACTOR’s Final Application for Payment. Failure to fulfill this submission requirement will be grounds for withholding of the final payment.

Two (2) complete sets of quality control test reports and test certificates shall be assembled and organized either in folders with clasps, three-ring binders, or other manner acceptable to the Engineer, and placed in sturdy document storage boxes labeled with the contents, indicating: CONTRACTOR name, project name, contract number, and name of tests and certificates contained in the box.
22.5 List of Contractor Claims

Upon completion of the Work, and prior to submission of CONTRACTOR’s Final Application for Payment, CONTRACTOR shall submit a listing of any unresolved claims for additional compensation or time. The listing shall include the claim tracking number, description, date that claim was initially submitted, and the dollar amount. This submission requirement is in addition to all Claim submission requirements contained elsewhere in the Contract Documents.

22.6 Payroll Reports and Other Final Reports

Final labor and payroll reports, certificates, and other final reports required by the Contract Documents are specified elsewhere and shall be submitted by the CONTRACTOR for it and all of its subcontractors prior to CONTRACTOR's Final Application for Payment. Failure to fulfill those submission requirements will be grounds for withholding of the final payment.

SC-23 Progress Schedule

23.1 General Requirements

Scheduling of work under this contract shall be performed by the CONTRACTOR in accordance with these Special Conditions. Development of the schedule and project status reporting requirements shall employ computerized Critical Path Method (CPM) scheduling.

All schedules prepared by the CONTRACTOR shall meet the requirements for access, sequencing, construction staging, order of work, delivery of AUTHORITY-furnished materials, intermediate contract milestone and completion dates as specified in the Contract Documents. The Baseline Schedule must comply with all sequencing, construction staging, order of work, intermediate contract milestones and completion dates, even if the CONTRACTOR intends to request acceptance of a different plan for completing the project. The CONTRACTOR shall follow section SC-23.7 for submission of a Revised Schedule in order to propose any modifications to the specified sequencing, construction staging, order of work, or intermediate contract milestones. The Baseline Schedule and Revised Schedule may be submitted simultaneously for review if the proposed revisions affect the work scheduled to occur during the first 120 days.

The accepted schedule, including the most recent accepted update (the Current Schedule), shall be the basis for evaluating job progress and time extension requests. Responsibility for developing the schedule and monitoring actual progress as compared to the accepted schedule rests with the CONTRACTOR.

Inaccuracy of the schedule or failure of the schedule to include any element of the work shall not relieve the CONTRACTOR from responsibility for accomplishing all of the work in accordance with the contract requirements.

23.1.1 Software

All schedules shall be prepared using the latest version of Primavera Professional Project Management software (latest version). CONTRACTOR shall provide to the AUTHORITY one (1) licensed copy of the software that it utilizes to prepare the CPM schedule for the AUTHORITY’s exclusive use at the time that it submits the first CPM schedule and which shall be in effect until final acceptance and final payment for the work of the contract.

23.1.2 Schedule Workday Calendars

The schedule shall be developed utilizing a normal workday calendar that most activities will likely be assigned to. That normal workday calendar shall identify and exclude weekends and the AUTHORITY holidays described in the Subsection found at the end of SC-23.

Certain work operations of the CONTRACTOR’s work may need to be based on a seven (7) days work per week schedule, and if so shall be assigned to a seven-day workday calendar. Other work tasks may be
required to be performed on weekend days or holidays, and if so, those activities shall be assigned to the appropriate schedule calendar. Other work tasks may be required to be performed outside of a normal daytime work shift, and if so shall be assigned to a special workday calendar for special shift work.

23.1.3 Personnel

The CONTRACTOR shall have a scheduler or scheduling consultant, from the LNTP until final acceptance by AUTHORITY, whose responsibility is to perform scheduling services required in this contract. The designated person may not have any other duties associated with this project, but may provide scheduling services to other projects as long as those services do not conflict with or prevent the scheduler from fulfilling his/her obligations on this project.

The CONTRACTOR shall submit for AUTHORITY’s acceptance the resume of its proposed scheduler or scheduling consultant within five (5) days from LNTP. Minimum qualifications include five (5) years CPM scheduling experience using Primavera software products with at least three (3) years of work experience on projects similar to the size and nature of this contract. To permit AUTHORITY verification of scheduler qualifications and CPM capabilities, the resume shall provide the names of contact persons for at least two referenced projects with current telephone and address information. AUTHORITY shall review and advise the CONTRACTOR of acceptance or rejection of the proposed candidate within five (5) days after receipt of the resume. AUTHORITY reserves the right to request replacement of a previously accepted scheduler or consultant if AUTHORITY believes that the job performance of the aforementioned scheduler or consultant relative to the requirements of this contract is unsatisfactory. AUTHORITY also reserves the right to refuse replacement of the CONTRACTOR’s scheduler or consultant if AUTHORITY believes that such replacement will negatively affect CONTRACTOR’s conformance with the project’s scheduling requirements. AUTHORITY’s acceptance of the CONTRACTOR’s scheduler or scheduling consultant is a prerequisite to the payment of the any progress payments.

23.1.4 General Submittal Requirements

The CONTRACTOR shall submit three (3) paper copies of each specified schedule submittal item and an electronic copy on a labeled compact disk for all schedule submittals including but not limited to the preliminary 120-day schedule and weekly updates, baseline schedule, schedule updates, schedule revisions, recovery schedules, Time Impact Evaluations, and mitigation plans.

The electronic copy shall be a full data set of all schedule data fields, layouts, views and filters such that AUTHORITY will be able to import, open, display, modify and print schedule information and reports in the same manner as the CONTRACTOR utilizing the CPM scheduling software.

The compact disk containing the electronic copy of the schedule shall also contain an Adobe Acrobat PDF file of each of the paper reports submitted with each schedule, with file names that clearly identify each report using the report title.

23.1.5 Schedule Naming Conventions

At the first joint schedule meeting, specified below, the CONTRACTOR and AUTHORITY shall discuss and agree on an electronic schedule file naming convention to be compatible with and utilized for all types of schedules required to be submitted. Each page of each printed schedule report shall contain in the header or footer the schedule file "name."

Each unique submitted schedule shall have its own unique schedule file "name." Schedules that contain different data, no matter how small the differences shall not use the same schedule file name.

23.1.6 CPM Schedule Total Float

Total float is the amount of time between a schedule activity’s early and late start dates, or between its early and late finish dates in the CPM schedule. The total float value is also the number of days by which a part of the work in the schedule may be delayed from its planned early start and finish dates without necessarily
extending the Contract Time. A baseline schedule with negative float will not be accepted. All schedules specified herein shall be calculated using the “retained logic” method. The “progress override” or “actual dates” methods shall not be used.

Neither AUTHORITY nor the CONTRACTOR owns schedule float; the Project owns any available float. As such, total float and project float is considered an expiring resource available to both parties on a non-discriminatory basis.

Pursuant to the float sharing requirements as set forth above, use of float suppression techniques by the CONTRACTOR such as unsupported preferential sequencing, unreasonable lead/lag logic restraints, extended or unreasonable activity durations, or constrained dates shall be cause for rejection of the baseline schedule and any revisions or updates.

23.1.7 Constrained Start and Completion Activities
The schedule shall clearly identify the activities illustrating accomplishment of the time(s) for completion of the Project set forth in the Contract. Specified milestone and final completion dates, and start date restrictions, must be adhered to and shall be clearly identified in the schedule through the use of separate activities appropriately named.

Contract Milestone constrained dates may not be changed without the written consent of the AUTHORITY.

Contract work start restrictions shall be constrained by “Start On Or Before” constraints.

Contract completion milestones shall be constrained by “Finish On Or Before” constraints.

“Mandatory”, “Start On”, and “Finish On” constraints shall not be used.

The number of calendar days between First Charged Day and Contract Completion date (“Contract Time”) shall be the number of days in the Agreement, and as subsequently modified by Change Order. Number of calendar days between First Charged Day and Contract Completion shall be identified within the schedule with the use of a hammock activity using a calendar-day calendar, and such number of days shall be equal to the Contract Time. Milestone completion activities with contractually required durations shall be treated in a similar manner with separate hammock activities for each milestone.

23.1.8 Early Completion Schedule
Should the CONTRACTOR submit a Baseline Schedule, or proposed Revised Schedule, that shows completion dates earlier than the contract dates specified in Special Conditions SC-4 and SC-6, AUTHORITY, upon acceptance of the schedule, and at its sole discretion, may adjust by change order the contract dates consistent with the early completion milestone dates in the CONTRACTOR’s schedule. No additional compensation shall be provided to the CONTRACTOR for such adjustments to the contract milestones. In the event that AUTHORITY elects to not adjust the milestones by change order, the amount of time between the contract milestone date and the early finish date of such milestone shall be considered project float and is subject to the provisions contained in these Special Conditions. Impact to the early completion date caused by AUTHORITY will not be considered as a basis for a time extension or entitlement to time-related overhead compensation unless all available float has been consumed.

23.2 Schedule Planning Meeting
No later than ten (10) days from the LNTP, and prior to the submission of the Preliminary 120-Day Schedule, the CONTRACTOR shall conduct a meeting with AUTHORITY to discuss the project schedule requirements and submission protocols. The meeting shall be attended by the AUTHORITY’s and CONTRACTOR's Authorized Representatives, the CONTRACTOR's proposed scheduler, AUTHORITY's designated schedule reviewer, and (optionally) other key project personnel. The following topics shall be discussed.
1) CONTRACTOR shall be prepared to review and discuss its general plan for completing the project, and shall report on its status in preparing the Baseline schedule.

2) CONTRACTOR shall identify any known proposed deviations or changes in staging, phasing or sequence from what is depicted by the contract documents.

3) CONTRACTOR shall bring to the meeting its proposed Work Breakdown Structure (WBS) that it intends to utilize.

4) Procedures will be reviewed for the following:
   a) Baseline Schedule review process.
   b) Periodic updating of schedule activities and method of determining activity status.
   c) Organizational WBS Code structures for the project.
   d) Rules for making modifications to the schedule.
   e) Methods for assessing schedule impacts, schedule delays, and time extension requests.
   f) Development of recovery schedules.
   g) Data exchange and communications.
   h) Report format and style and data content.

The time frames for holding the Schedule Planning Meeting and submission of the Preliminary 120-day schedule are the same. The CONTRACTOR may bring its proposed Preliminary 120-day schedule to the meeting, but it is recommended that the CONTRACTOR submit the Preliminary 120-day schedule a few days prior to the meeting so that AUTHORITY will have a chance to begin its review of the schedule prior to the Schedule Planning Meeting.

23.3 Preliminary 120-Day Schedule

Within fourteen (14) days from the LNTP, the CONTRACTOR shall submit a preliminary schedule that clearly details the CONTRACTOR’s activities and planned sequence of work during the 120 days following the estimated NTPC date. The preliminary 120-day schedule must be prepared using the specified CPM schedule software, and shall be prepared in the same level of detail as the baseline schedule. The data date of the schedule shall be the LNTP date.

The preliminary 120-day schedule shall include activities that identify the LNTP Date, the anticipated date of the First Charged Day, the estimated NTPC date, milestone completion dates within and beyond the 120 days (if applicable), and the Project Completion date. One or more placeholder activities shall be included in the schedule representing the work beyond the first 120 days to fill the gap between the early work and the milestone and project completion dates.

AUTHORITY will review the preliminary 120-day schedule and provide comments to the CONTRACTOR within five (5) days of receipt of the submittal. The CONTRACTOR shall make corrections, incorporate AUTHORITY’s comments, and resubmit the preliminary 120-day schedule within three (3) days after receipt of AUTHORITY’s comments. AUTHORITY’s acceptance of the preliminary 120-day schedule is a prerequisite to the issuance of the Notice to Proceed with Construction.

Upon AUTHORITY’s acceptance of the preliminary 120-day schedule, the schedule shall be updated and submitted weekly until such time as AUTHORITY has accepted the baseline schedule.

The preliminary 120-day schedule submission shall include the following items.

1. Graphic reports:
   a. Detailed bar chart with critical path activities identified with a contrasting color on 11"x17" landscape oriented paper.
   b. Summary bar chart on 8-1/2"x11" landscape oriented paper.
c. Include an Adobe PDF "printed" file of the reports copied to the CD containing the electronic schedule files.

2. Printed tabular schedule reports on 8-1/2"x11" portrait oriented paper:
   a. Activity listing report showing all schedule activities, sorted by activity number.
   b. Milestone Summary Report listing Completion and Interim Milestones and dates.
   c. Precedence report showing activity predecessors and successors sorted by activity number.
   d. Total float report, sorted by total float, then early start.
   e. Early start report grouped by area, level, and location codes, and sorted by early start date.
   f. Include an Adobe PDF "printed" file of the reports copied to the CD containing the electronic schedule files.

3. Narrative schedule report with Weekly Updates including:
   a. Description of the actual work accomplished during the reporting period.
   b. A comparison, in a table format, of the previously reported forecasted completion dates and the current forecasted dates, and the numerical difference between the dates expressed in calendar days.
   c. Description of any problem areas.
   d. Description of current and anticipated delays with recommended corrective actions to mitigate such delays.
   e. A list and explanation of any previously-accepted modifications, additions, deletions, and changes made to the schedule ("revisions") since the previous schedule update. Schedule revisions shall not be made to the schedule update without prior AUTHORITY acceptance.
   f. Include an Adobe PDF "printed" file of the narrative report copied to the CD containing the electronic schedule files.

The exact format, style and data contained on each report are subject to the review and acceptance of the Engineer. The CONTRACTOR shall make minor changes to format, style and data contained in each report before the next submission when requested by the Engineer.

23.4 Baseline Schedule

23.4.1 Submittal

The CONTRACTOR shall prepare and submit for acceptance by AUTHORITY, a detailed CPM Schedule within forty-five (45) days after the LNTP. The schedule shall present an orderly and realistic plan for completion of the work, in conformance with all contract requirements. The data date of the baseline schedule shall be the date of LNTP.

If the submitted baseline schedule is rejected (marked "amend and resubmit"), the CONTRACTOR shall resubmit the Schedule within fourteen (14) days after receipt of rejection notice. The CONTRACTOR shall make corrections to the schedule necessary to comply with contract requirements and shall revise the schedule to address and incorporate all review comments from the AUTHORITY's review of the baseline schedule. The CONTRACTOR shall provide a line-by-line response to all AUTHORITY comments from the review of the baseline schedule.

The baseline schedule submission shall include the following items.

1. Graphic reports:
   a. Detailed bar chart with critical path activities identified with a contrasting color on 11"x17" landscape oriented paper.
   b. Summary bar chart on 8-1/2"x11" landscape oriented paper.
   c. Include an Adobe PDF "printed" file of the reports copied to the CD containing the electronic schedule files.

2. Printed tabular schedule reports on 8-1/2"x11" portrait oriented paper:
a. Activity listing report showing all schedule activities, sorted by activity number.
b. Milestone Summary Report listing Completion and Interim Milestones and dates.
c. Precedence report showing activity predecessors and successors sorted by activity number.
d. Total float report, sorted by total float, then early start.
e. Early start report grouped by area, level, and location codes, and sorted by early start date.
f. Include an Adobe PDF "printed" file of the reports copied to the CD containing the electronic schedule files.

3. Baseline Schedule Narrative that describes the basis, assumptions, planned sequence of work operations, production rates, equipment, resources, constraints, etc. used to develop the baseline CPM schedule.

4. Narrative schedule report with any resubmitted Baseline Schedule including:
   a. Description of the changes made to the schedule to comply with the AUTHORITY review comments.
   b. Description of any changes, additions or deletions made to the schedule by the CONTRACTOR that were not associated with the AUTHORITY review comments.
   c. Reasons for not complying with any of the AUTHORITY review comments.
   d. Include an Adobe PDF "printed" file of the narrative report copied to the CD containing the electronic schedule files.

The exact format, style and data contained on each report are subject to the review and acceptance of the Engineer. The CONTRACTOR shall make minor changes to format, style and data contained in each report before the next submission when requested by the Engineer.

23.4.2 Detailed Requirements for Baseline Schedules

The baseline schedule shall have sufficient number of activities to assure adequate planning of the project and to permit monitoring and evaluation of progress and the analysis of time impacts. It shall depict how the CONTRACTOR plans to complete the work involved and shall show all activities that defines the critical path. The baseline schedule and all other required schedules shall be time-scaled and shall comply with the following general requirements.

Activity descriptions shall be clear and concise and shall identify the location of the work task if identical work tasks occur in other locations. Utilizing activity codes to differentiate between identically described tasks is not acceptable.

All activities in the schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor.

The level of detail of the schedule shall be a function of the complexity of the work involved. The total number of activities shall be subject to acceptance by the AUTHORITY. Construction activities shall represent the continuous work of a single crew in a defined work area or location and have a duration of not longer than fifteen (15) work days, without prior acceptance by the AUTHORITY. Non-construction activities (such as submittal preparation and review, procurement, and fabrication) may have reasonable durations in excess of fifteen (15) work days.

If requested by the Engineer, the CONTRACTOR shall furnish a written explanation of the CONTRACTOR's determination of durations for activities. Such explanation shall include the number of crews, crew composition, estimated production units per crew hour, number of shifts per day, number of hours in a shift and the number of workdays. If requested by the Engineer, the CONTRACTOR shall provide a list of the major items of construction equipment intended for use on the Contract's operations including types, number of units, unit capacities and the proposed time each piece of equipment will be on the project, keyed to the activities on which the equipment will be used.
Activities shall be included representing the procurement of each major item or type of material or equipment, including separate activities for preparation of the submittal, AUTHORITY review and approval, placement of the order, delivery time, and inspection at the job site.

AUTHORITY-furnished materials and equipment, if any, shall be identified as separate activities.

Dependencies (logical relationships) between activities shall be shown. Logical relationships other than finish-to-start relationships and the use of lead or lag relationships shall be kept to a minimum and only used when that is the most reasonable method for depicting the relationship between the tasks. The CONTRACTOR shall provide a complete explanation of the use of logical relationships other than finish-to-start relationships when requested by the Engineer.

Activities for AUTHORITY review and acceptance of submittals and shop drawings for all contract-required material and equipment shall be included. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates. The schedule and duration for AUTHORITY review and approval of submittals and shop drawings shall be as specified in the Technical Specifications and/or the Special and General Conditions. The CONTRACTOR shall be responsible for all impacts resulting from late submittal or re-submittal of shop drawings and other items.

Time shall be included for Quality Control testing required by the contract documents by the CONTRACTOR, AUTHORITY Quality Assurance testing (when specified), training of AUTHORITY personnel, delivery of spare parts, submittal of operating and maintenance manuals, developing punch lists, completing punch list items, and clean-up for the work included in any completion milestone or contract completion.

The interface with the work of other contractors and agencies such as, but not limited to, utility companies, shall be indicated and activities included showing work by others that is related to work tasks of the CONTRACTOR. Durations of the work tasks performed by others shall be those indicated in the contract documents, or if not specified, the duration provided by the Engineer. One or more separate utility company work tasks, and any work tasks for work specified to be performed by others, shall be included in the schedule for each separate work coordination task. One activity identifying the work tasks by one utility company in different areas of the project or one activity identifying more than one utility company does not satisfy this requirement.

Detailed subcontractor's work activities shall be shown. When requested by AUTHORITY, CONTRACTOR shall submit, on subcontractor letterhead, a statement by the subcontractor certifying that the subcontractor concurs with the CONTRACTOR's incorporation into the baseline schedule of the subcontractor's related schedules, including activity durations.

The CONTRACTOR is permitted to use any reasonable work breakdown structure (WBS), acceptable to the Engineer, to develop the schedule and group and organize the work activities for reporting purposes. The CONTRACTOR shall not use Activity Codes to organize the schedule and format reports. All WBS code values shall include a prefix using the Project's five-digit Contract Number (e.g., "01662" for Contract C-0-1662). The CONTRACTOR shall also implement and utilize activity WBS code values and code names requested by the Engineer that AUTHORITY may require for it to produce desired schedule reports for its purposes. The CONTRACTOR's proposed WBS for the schedule and the Engineer's requirements for the WBS shall be discussed during the Schedule Planning Meeting described above. The CONTRACTOR shall accommodate the Engineer's WBS requests to the fullest extent practical during preparation of the baseline schedule and during schedule updates, and shall add or modify WBS items as requested by the Engineer.

It is anticipated that the CONTRACTOR will need to utilize multiple schedule “Calendars” within the schedule and assign activities based on their associated available work days and work times. Activities that are required to be performed on other than normal work days, during night shifts, and other special days and times shall be assigned to appropriate schedule Calendars. Work tasks that cannot be performed on certain days or time periods should be assigned to appropriate Calendars that do not include those “black-
out” days. All Calendars utilized by the CONTRACTOR shall include in the Calendar Name a prefix using the Project’s five-digit Contract Number.

The number of critical path or near-critical path activities shall be kept to a minimum. The baseline schedule’s critical and near-critical activities shall not exceed twenty percent (20%) of the total number of activities contained in the baseline schedule. Near-critical activities are defined as those having a total float value that is ten (10) or fewer work days more than the total float value of the schedule’s longest path. If the CONTRACTOR believes that it is necessary to exceed that percentage, it shall submit a formal request to the Engineer with its baseline schedule submission explaining the need to exceed the limit.

Failure by the CONTRACTOR to include any element of work required for performance of the Contract or failure to properly sequence the work shall not excuse the CONTRACTOR from completing all work within the Contract Time.

Normal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures and/or precipitation to ensure completion of all work within the Contract Time.

23.4.3 Acceptance of the Baseline Schedule

When the schedule is accepted, it shall be considered as the "Baseline Schedule" which will then be updated to reflect the current status of the work. Such acceptance will be based solely upon the schedule’s compliance with the contract requirements.

Acceptance of the schedule by AUTHORITY shall not relieve the CONTRACTOR of the responsibility for scheduling, sequencing, coordination and prosecuting the work to comply with the requirements of the contract.

AUTHORITY reserves the right to require that the CONTRACTOR modify, adjust, add to, or clarify any portion of the schedule which may later be discovered to be non-compliant or insufficient or inaccurate for planning, monitoring, and prosecuting the work. No additional compensation shall be provided for such modifications, adjustments, additions, or clarifications.

Submittal of the baseline schedule and subsequent schedule updates, shall be understood to be the CONTRACTOR's representation that the submitted schedule meets all of the requirements of the contract and that work shall be executed in the sequence, durations, and methods indicated on the submitted schedule.

23.5 Schedule Updates

Following acceptance of the CONTRACTOR's baseline schedule, the CONTRACTOR shall monitor progress of work and adjust the schedule for each progress payment period to reflect actual progress. The data date of the schedule update shall be the same date as the monthly progress payment "as of" or cut-off date.

Each update shall show all work activities including those already completed. These completed activities shall accurately reflect "as-built" information by indicating when activities were actually started and completed and shall indicate by percentage complete and remaining duration the completion status of activities that have started but are not completed.

The schedule update shall include the insertion of a new activity for any scheduled work days when no work was performed due to weather based on actual weather delay days that occurred during the reporting period. Those activities shall include in the description "weather day" and the date, which shall also be entered as the actual start and actual finish dates. The insertion of the weather day activities are the only revisions permitted to a schedule update, unless those other revisions are previously accepted in writing by the AUTHORITY.
Schedule updates shall not include any of the following modifications, which are considered to be schedule "revisions." See the Subsection below that addresses schedule revisions.

1. Change of an activity original duration,
2. Addition or deletion of an activity or a change to activity description (except spelling corrections),
3. Modifications to activity logical relationships,
4. Change in calendar designation for an activity, or changes to any calendar,
5. Change to a previously recorded actual start or finish date,
6. Adding or deleting a constraint to an activity, or
7. Any other modification that affects the future portion of the planned Work that makes it different from the schedule previously accepted by the AUTHORITY.

Neither updating, changing or revising any report, schedule or narrative submitted to the AUTHORITY by the CONTRACTOR under this contract, nor the AUTHORITY's review or acceptance of any such report, schedule or narrative shall have the effect of amending or modifying, in any way, the contract completion date or milestone dates or of modifying or limiting, in any way, the CONTRACTOR's obligations under this contract.

23.5.1 Monthly Schedule Review Meeting

AUTHORITY will meet with the CONTRACTOR and its scheduler to review and agree upon the progress of schedule activities for the current reporting period. This meeting will be conducted three (3) days in advance of the end of each reporting period and will be referred to as the Monthly Schedule Review Meeting. The CONTRACTOR shall bring to the meeting a printed copy of the schedule update data indicating when activities were actually started and completed, and the percentage complete and remaining duration of the activities that have started but are not yet completed. Actual weather days during the update period shall also be presented and discussed.

23.5.2 Schedule Update Submission

After the Monthly Schedule Review Meeting, the agreed-to status information shall be used by the CONTRACTOR to status the schedule through the end of the current progress payment period, and the CONTRACTOR shall submit the schedule update within two (2) days following the end of the reporting period.

The schedule update submission shall include the following items.

1. Graphic reports:
   a. Detailed bar chart with critical path activities identified with a contrasting color on 11"x17" landscape oriented paper.
   b. Summary bar chart on 8-1/2"x11" landscape oriented paper.
   c. Include an Adobe PDF "printed" file of the reports copied to the CD containing the electronic schedule files.

2. Printed tabular schedule reports on 8-1/2"x11" portrait oriented paper:
   a. Activity listing report showing all schedule activities, sorted by activity number.
   b. Milestone Summary Report listing Completion and Interim Milestones and dates.
   c. Precedence report showing activity predecessors and successors sorted by activity number.
   d. Total float report, sorted by total float, then early start.
   e. Early start report grouped by area, level, and location codes, and sorted by early start date.
   f. Include an Adobe PDF "printed" file of the reports copied to the CD containing the electronic schedule files.

3. Narrative schedule report for each Schedule Update including:
   a. Description of the actual work accomplished during the reporting period.
b. A comparison, in a table format, of the previously reported forecasted completion dates and the current forecasted dates, and indicating the numerical difference between the dates expressed in calendar days.

c. Explanations for any lack of work on critical path activities planned to be performed during the previous month.

d. Status of major material and equipment procurement.

e. List of any working days lost due to weather.

f. Progress made on critical path activities and status of major project components (amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.

g. Description of any problem areas and current or anticipated delays with recommended corrective actions to mitigate such delays.

h. A list and explanation of any previously-accepted modifications, additions, deletions, and changes made to the schedule ("revisions") since the previous schedule update. Schedule revisions shall not be made to the schedule update without prior AUTHORITY acceptance.

i. Any other information pertinent to status of the Contract. The CONTRACTOR shall include additional status information requested by the AUTHORITY at no additional cost.

j. Include an Adobe PDF “printed” file of the narrative report copied to the CD containing the electronic schedule files.

The exact format, style and data contained on each report are subject to the review and acceptance of the Engineer. The CONTRACTOR shall make minor changes to format, style and data contained in each report before the next submission when requested by the Engineer.

23.5.4 Schedule Update Review

AUTHORITY will, within seven (7) days after receipt of the updated schedule submission package, either accept, accept with comments, or reject the submittal.

- If accepted, no additional action by the CONTRACTOR is required for that period’s submittal.

- If accepted with comments, those comments must be incorporated into the schedule update and resubmitted within five (5) calendar days.

- If rejected, the CONTRACTOR will have five (5) days to incorporate AUTHORITY’s comments and resubmit the schedule update for AUTHORITY’s review. The CONTRACTOR shall provide a line-by-line response to all AUTHORITY comments from the review of the schedule update. Only one (1) schedule re-submittal per progress payment period will be accepted by AUTHORITY. Failure to achieve an accepted schedule update in any given period will result in forfeiture of payment for that period’s installment of the schedule pay item.

The accepted updated schedule shall be considered the Current Schedule.

23.6 Weekly Schedule Report

At the weekly progress meeting, the CONTRACTOR shall provide and present a time scaled three-week look-ahead bar chart schedule that contains the actual progress for the previous week and planned activities for the upcoming three weeks. The activities in the three-week look-ahead schedule shall be based upon and correlated by activity identification number and description to the Current Schedule. The format of the weekly schedule report shall be subject to review and acceptance by AUTHORITY. The weekly schedule report shall be prepared using the specified CPM schedule software or Microsoft Excel software. Handwritten schedules will not be accepted by AUTHORITY.

Electronic transmittal of the weekly schedule report shall be submitted either by electronic mail or compact disks at least 24 hours ahead of the weekly progress meeting.
23.7 Schedule Revisions

Periodic updating of the schedule to reflect actual progress and actual start and finish dates shall not be considered a revision to the schedule. Since scheduling is a dynamic process, such modifications of activity remaining durations are usual and customary occurrences. Any modifications to the schedule data (except those permitted during the schedule update process) are considered to be a schedule revision.

Schedule revisions shall not be incorporated into any schedule update until the revisions have been accepted by the AUTHORITY in writing.

23.7.1 Need for Schedule Revisions

If at any time it appears that the Current Schedule no longer represents the CONTRACTOR's actual prosecution sequence for the work or if becomes known that the CONTRACTOR's plan for completing the work is different than what the schedule depicts, the AUTHORITY may require the CONTRACTOR to submit a revised schedule, at no additional cost. When the AUTHORITY notifies the CONTRACTOR that schedule revisions are required, the CONTRACTOR shall submit for review the proposed schedule revisions within seven (7) days.

The CONTRACTOR may also request revisions to the Current Schedule in the event the CONTRACTOR's planning for the work is changed.

If a schedule update indicates that the project is behind schedule by more than fifteen (15) work days, the CONTRACTOR shall prepare a Recovery Schedule for submission. See Subsection SC-23.8. A Recovery Schedule shall be submitted following the same specified process and procedures for preparation, submission and acceptance of a schedule revision.

During the course of the Project, it may be appropriate for the CONTRACTOR to revise the Current Schedule to incorporate changes in the scope of work, schedule impacts and/or delay issues into the schedule that are beyond its control. If the CONTRACTOR believes that it has encountered schedule impacts that may warrant a time extension, the CONTRACTOR shall present an Impacted Schedule to the Owner. An Impacted Schedule is a "revised schedule," and the submission requirements for an Impacted Schedule are the same as for a proposed schedule revision.

Whatever the reason for schedule revisions, the CONTRACTOR shall follow the specified process for preparation, submission and acceptance of the schedule revisions in accordance with this Subsection. The timing of the submission of proposed schedule revisions is important, and may have an effect on the regular monthly schedule update process. The CONTRACTOR must take note that the schedule updating process must not be confused with or commingled with the process for the submission and acceptance of schedule revisions. Those two processes must proceed on parallel and separate tracks. If proposed unaccepted schedule revisions are mixed with schedule update data in the same schedule, then that schedule will be rejected as non-compliant.

If the CONTRACTOR intends to obtain acceptance of proposed revisions prior to the next monthly schedule update process, the CONTRACTOR shall submit its proposed schedule revisions to the AUTHORITY at least twenty-one (21) days prior to the next Monthly Schedule Review Meeting. The CONTRACTOR shall submit fragments of the proposed revisions along with a written narrative of the proposed revisions stating the reasons therefor. The submission requirements are specified below. Proposed revisions to the Current Schedule shall not alter any of the Milestone completion constrained dates.

If accepted by the AUTHORITY, the schedule revisions shall be incorporated into the Current Schedule prior to the next Monthly Schedule Review Meeting. If the proposed schedule revisions are not accepted prior to the next Monthly Schedule Review Meeting, then the CONTRACTOR shall continue to utilize the accepted Current Schedule for schedule updating until the proposed revisions are accepted.
23.7.2 Submission of Proposed Revisions

To obtain acceptance of revisions to the schedule, the CONTRACTOR shall provide AUTHORITY with a written narrative with a description and a reason for each revision.

Schedule revisions shall be submitted utilizing a copy of the latest accepted schedule modified with the proposed changes, a narrative explanation of the nature of the change(s) and how the added or modified activities are tied to existing activities, and a copy of a detailed "Digger" (or similar) schedule data comparison report comparing the proposed revised schedule with the latest accepted updated schedule detailing all changes. In some instances, it may be appropriate to utilize an earlier accepted updated schedule as the schedule to which the proposed revisions are applied. The previously-accepted schedule utilized as the "base" schedule shall be subject to acceptance by the AUTHORITY. Both the previously-accepted schedule and the proposed revised schedule shall have the same data date.

The CONTRACTOR shall identify activities modified by using the "log entry" field of the scheduling software and displaying the log entry data in a special schedule report acceptable to the AUTHORITY. Proposed revisions resulting from Contract Change Orders or pending change order work shall be scheduled using a detailed fragnet clearly identifiable by the use of activity codes and log field entries.

Float suppression techniques are prohibited in any schedule. The CONTRACTOR shall remove any float suppression techniques (preferential sequencing, extended and unreasonable durations, imposed start or finish dates, artificial or unreasonable logic, or others), as a prerequisite to utilizing a previously-accepted schedule as the base schedule when submitting a revised schedule for the purpose of requesting an increase in Contract Sum or Contract Time.

The proposed revised schedule submission shall include the following items.

1. Graphic reports of the entire revised schedule activities after the data date:
   a. Detailed bar chart with critical path activities identified with a contrasting color on 11"x17" landscape oriented paper.
   b. Summary bar chart on 8-1/2"x11" landscape oriented paper.
   c. Include an Adobe PDF "printed" file of the reports copied to the CD containing the electronic schedule files.

2. Printed tabular schedule reports of the entire revised schedule on 8-1/2"x11" portrait oriented paper:
   a. Activity listing report showing all schedule activities, sorted by activity number.
   b. Milestone Summary Report listing Completion and Interim Milestones and dates.
   c. Precedence report showing activity predecessors and successors sorted by activity number.
   d. Total float report, sorted by total float, then early start.
   e. Early start report grouped by area, level, and location codes, and sorted by early start date.
   f. A printed copy of a complete "Digger" (or similar software) schedule comparison report comparing the "base" schedule with the Revised Schedule and indicating all modifications.
   g. Include an Adobe PDF "printed" file of the reports copied to the CD containing the electronic schedule files.

3. Narrative schedule report for the Revised Schedule including:
   a. Description of the changes made to the current schedule and identification of which previously accepted current schedule update that was utilized as the "base" schedule before the revisions were made. Attachment of a "Digger" (or similar software) schedule comparison report to the narrative is not acceptable to describe the differences; it must be a narrative-style explanation.
   b. Statement of the reasons why the schedule is being revised and what effect the proposed revisions will have on the schedule and the forecasted completion dates.
   c. A comparison, in a table format, of the "base" schedule's forecasted completion dates and the revised schedule's forecasted dates, and the numerical difference between the dates.
expressed in calendar days. Provide this table even if the dates are not changed by the revisions.

d. Include an Adobe PDF "printed" file of the narrative report copied to the CD containing the electronic schedule files.

4. Graphic depictions that compare the "before" schedule and the "after" revised schedule with the use of fragnet diagrams of the portions of schedules affected by the revisions. The fragnet diagrams shall be explained in the narrative schedule report.

The exact format, style and data contained on each report are subject to the review and acceptance of the Engineer. The CONTRACTOR shall make minor changes to format, style and data contained in each report when requested by the Engineer.

23.7.3 Acceptance and Incorporation of Revisions

The AUTHORITY will review the proposed revised schedule and advise the CONTRACTOR of the AUTHORITY’s determination as to acceptability within fourteen (14) days after receipt of the complete submission package.

If the schedule revisions can be "approved as noted," the AUTHORITY will provide review comments within fourteen (14) days after receipt of the complete submission package. The CONTRACTOR will have five (5) days to incorporate the AUTHORITY’s comments and resubmit the schedule revision for AUTHORITY’s review. The CONTRACTOR shall provide a line-by-line response to all AUTHORITY comments from the review of the proposed revised schedule.

Upon notice from AUTHORITY that the revised schedule is found to be acceptable, the CONTRACTOR shall promptly incorporate the acceptable schedule revisions into the Current Schedule prior to the next regular schedule update process. If the schedule used as the base schedule for submission of the schedule revisions is not the same as the most Current Schedule prior to the next schedule update, then the CONTRACTOR shall first make the accepted revisions to the most Current Schedule and submit that for review before making status updating changes to the Current Schedule.

If the CONTRACTOR disagrees with the AUTHORITY’s determination, the CONTRACTOR shall, within seven (7) days from receipt of the AUTHORITY’s determination, provide a written narrative explaining or clarifying the proposed revised schedule. If the AUTHORITY still does not agree with the CONTRACTOR's schedule revision, the AUTHORITY's determination shall govern, and the Current Schedule shall be revised in accordance with the AUTHORITY's determination and comments. The CONTRACTOR's failure to respond in writing within seven (7) days shall be contractually interpreted as acceptance of the AUTHORITY's determination and the CONTRACTOR waives its rights to subsequently dispute or file a claim regarding the AUTHORITY's determination.

23.8 Recovery Schedule

If the schedule update shows a forecasted completion date for the overall contract completion or for any of the milestone dates beyond the contract date for these items by more than fifteen (15) work days, the CONTRACTOR shall, within seven (7) days after submittal of the schedule update, submit to AUTHORITY the CONTRACTOR's proposed Recovery Schedule. The Recovery Schedule shall show the CONTRACTOR’s plan for the recovery of all late completion time, and shall indicate completion of work on or before the contract dates.

As part of that submittal, the CONTRACTOR shall provide a written narrative for each revision made to recover the lost time. The narrative shall explain the CONTRACTOR's proposed methodology, basis and assumptions made in the recovery of lost time.

The submission of a Recovery Schedule shall be submitted following the same specified process and procedures for preparation, submission and acceptance of a schedule revision. The proposed revisions in a
Recovery Schedule shall not be incorporated into any schedule update until they have been accepted by AUTHORITY.

23.9 Time Impact Evaluation for Change Orders and Delays

When the CONTRACTOR becomes aware of circumstances that it considers a change to the contract (including change notices and change directives), the CONTRACTOR shall prepare and submit an Impacted Schedule demonstrating the delay or impact to the schedule through a Time Impact Evaluation (TIE). The TIE shall utilize the most current accepted schedule as the “before impacted” schedule, or the most appropriate accepted schedule with a data date just prior to the delay event(s), as determined by the Engineer. The CONTRACTOR may be required to prepare and utilize an intermediate schedule update, with a data date different than the normal monthly data date, as the “before impacted” schedule if an appropriate existing schedule update does not exist.

The TIE shall include both a written narrative and schedule diagrams (fragnets) depicting how the changed work affects other schedule activities. The Impacted Schedule diagram shall show how the CONTRACTOR proposes to incorporate the changed work in the Current Schedule and how it impacts, if any, the critical path activities of the Current Schedule. The CONTRACTOR is also responsible for requesting time extensions based on the TIE’s demonstrated impact on the critical path work. The diagram must be tied to the main sequence of schedule activities to enable AUTHORITY to evaluate the impact of the changed work to the scheduled critical path. The CONTRACTOR shall submit the TIE within thirty (30) days of recognition of such change to the contract. Refer to the General Conditions, GC-65, for notice provisions and other Change Request submission requirements. When the CONTRACTOR makes a request for time, it shall follow both these Special Conditions and the General Conditions notice and submission requirements.

The submission of a TIE with an Impacted Schedule shall follow the same specified process and procedures for preparation, submission and acceptance of a Schedule Revision. A time extension request by the CONTRACTOR that does not include a TIE justifying the requested time will be rejected.

The CONTRACTOR shall be responsible for all costs associated with the preparation of TIE’s, and the process of incorporating the schedule revisions into the current schedule update. The CONTRACTOR shall provide AUTHORITY with three (3) copies of each TIE.

If the CONTRACTOR does not submit a TIE, for a specific issue, following the requirements of this Subsection SC-23, it is mutually agreed that the CONTRACTOR does not require a time extension for said issue and that CONTRACTOR waives any rights to claim a time extension based on said issue in the future.

23.10 Determination of Time Extensions

The CONTRACTOR is solely responsible for requesting a time extension for any change, delay, or disruption that, in the opinion of the CONTRACTOR, impacts the critical path of the Current Schedule and qualifies as an excusable delay by the terms of the Contract. Time extensions will be granted only to the extent that the change, delay, or disruption that impacts the critical path is beyond the control and without fault or negligence of the CONTRACTOR or any subcontractor. The CONTRACTOR shall not be entitled to an extension in Contract Time, or additional cost related to time extensions, until all total float and project float, if available, is used or consumed and performance or completion of the work extends beyond the corresponding Contract completion date.

The CONTRACTOR may be entitled to a compensable time extension for AUTHORITY-caused delays that are not concurrent with CONTRACTOR-caused or other excusable but non-compensable delays (i.e., weather). The CONTRACTOR may be entitled to a non-compensable time extension for AUTHORITY-caused delays that are concurrent with CONTRACTOR or other excusable but non-compensable delays.
In the event that a delay, as defined by the contract documents impacts a contract milestone or the contract completion date, the CONTRACTOR shall cooperate with the AUTHORITY and will assist by preparing a mitigation plan, including proposed revised schedules, so that the impact can be mitigated. The CONTRACTOR shall also include a detailed cost breakdown of the labor, equipment and material the CONTRACTOR would expend to mitigate the AUTHORITY delay. The CONTRACTOR shall submit its mitigation plan to AUTHORITY within fifteen (15) days from the date of the request by AUTHORITY for such a mitigation schedule.

AUTHORITY will not consider any time extension request unless the requirements of this Section SC-23 are met. AUTHORITY will not be responsible or liable to the CONTRACTOR for any constructive acceleration due to the failure of the CONTRACTOR to comply with the submission requirements and justification requirements of this contract for time extension requests.

Failure of the CONTRACTOR to perform in accordance with the Current Schedule shall not be excused by submittal of time extension requests.

23.11 Adverse Weather Delays and Unusually Severe Weather

The CONTRACTOR shall consider the effect that normal adverse weather may have on its work when preparing its schedule. The CONTRACTOR shall also take into account the varying potential impact of precipitation days and possible wet/muddy conditions following precipitation.

The Contract terms provide that a non-compensable time extension may be allowed for "unusually severe weather."

23.11.1 Unusually Severe Weather

Unusually severe weather can include all types of weather events, but precipitation is the most likely weather event that can cause delays to the progress of the work based on the location of this project. With respect to precipitation, the CONTRACTOR and AUTHORITY shall utilize the following method of planning for normal precipitation, accounting for actual normal precipitation, and determining when unusually severe precipitation has occurred.

23.11.2 Anticipated Number of Weather Impact Days

The table below indicates the average number of days during each month of the year when precipitation is expected to be greater than or equal to 0.10” based on historical data from weather stations in the vicinity of the project site.

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23.11.3 Weather Days Activity

The CONTRACTOR shall include in its schedule an activity named "Weather Days" as the successor to the last Work activity and the predecessor to the "Final Completion" activity, with a calendar-day duration of the number of days is that is derived from the sum of the number of anticipated precipitation days per month (listed in the table above) for the on-site construction portion of the Contract Time. The Weather Days activity shall at all time be on the schedule’s longest path.
23.11.4 Requests to Utilize a Weather Day

When the CONTRACTOR’s work is delayed as a direct result of precipitation, or wet and muddy conditions after a precipitation event, it shall request in writing that the Engineer declare that day, or days, as an “adverse weather day.”

When adverse weather delay days are requested by the CONTRACTOR and approved by the Engineer, the remaining duration of the Weather Days activity shall reduced by the number of approved days during the next schedule updating process. During the course of the project, the Weather Days schedule activity shall be utilized as a weather day “bank” that accounts for the number of anticipated weather impact days and identifies when those days are used. Other weather events, such as unusually severe wind, can also be grounds for a CONTRACTOR request to utilize a weather day from the weather day bank, and the Engineer may allow use of remaining days of the Weather Day activity for any weather-related delay to the work as the Engineer determines to be reasonable.

A CONTRACTOR request to utilize one or more weather days from the Weather Day bank of anticipated days will only be considered for days during which, as a direct result of the weather, 60% (or more) of the CONTRACTOR’s planned work forces are unable to be employed on critical path activities during the course of a scheduled workday. Weather delay days may consist of days lost to adverse weather conditions, days lost to dry out of exposed soil, days lost to site clean-up due to adverse weather, and/or other adverse weather days as determined by the Engineer. The CONTRACTOR shall provide substantiation acceptable to the Engineer for all adverse weather days requested.

The CONTRACTOR shall submit its adverse weather day requests promptly after each weather event and prior to the next monthly schedule update cut-off date.

23.11.5 Time Extensions for Unusually Severe Weather

When all of the weather days in the Weather Days activity are consumed, utilizing the process described above, any subsequently approved weather days shall, subject to other Contract terms, result in a non-compensable time extension to the Contract Time. The cumulative number of approved adverse weather days, compared to the anticipated number of adverse weather days using the table and method described above, shall determine when the number of approved weather days for the project are considered to be unusually severe.

Unused weather days remaining in the Weather Days activity after completion of all work that may be affected by adverse weather shall be considered project float.

23.12 Payment Provisions

The contract bid amount for the Progress Schedule pay item shall not be less than One Hundred Fifty Thousand dollars ($150,000.00).

Progress Schedule will be paid for at a Lump Sum price. The contract Lump Sum price paid for Progress Schedule shall include full compensation for all labor, materials, tools, equipment, and incidentals; and for doing all work involved in preparing, furnishing, updating and revising CPM progress schedules in accordance with the requirements of these specifications.

Payment for Progress Schedule will be made as follows:

- Preliminary 120-day schedule accepted, then five percent (5%) payment for progress schedule will be made.
- Baseline schedule accepted, then an additional fifteen percent (15%) payment for progress schedule will be made.
When each monthly schedule update is accepted, then an amount equal to eighty percent (80%) of the pay item divided by the number of months between the baseline schedule acceptance date and the contract completion date (as indicated in the accepted baseline schedule) would be paid per update. Total payment for schedule updates shall not exceed eighty percent (80%) of the bid item.

- Payment for the CONTRACTOR's submittal of Weekly Schedule Reports, Daily CONTRACTOR's Construction Reports, and compliance with other requirements of SC-23 are considered to be included in the amounts paid for the 120-day, baseline and updated schedules.

Adjustments in compensation for the project schedule will not be made for any increased or decreased work ordered by the Engineer in furnishing and maintaining all types of project schedules (Updates, Revisions, Recovery, Mitigation, TIEs, etc.).

If the CONTRACTOR fails to submit the baseline schedule within sixty (60) days from the LNTP, twenty percent (20%) of the pay item for “Progress Schedule” shall be forfeited, and a change order reducing the Contract Sum shall be executed to account for the deduction. The CONTRACTOR will still be required to submit and obtain acceptance of the baseline schedule, but no payment will be made therefor.

The pay item amount specified herein for any progress payment period for which the CONTRACTOR does not have an accepted schedule update shall not be paid by AUTHORITY. No payment for a skipped update period shall be made retroactively by AUTHORITY. Forfeiture of any payments shall not relieve the contractor from the responsibility to submit the schedule update and all other requirements of this Subsection including weekly schedule reports, daily contractor construction reports, time impact evaluations and recovery schedules throughout the term of the contract.

In addition to the amount retained by AUTHORITY from each progress payment as provided for in General Conditions, GC-59, AUTHORITY may withhold additional amounts not to exceed ten percent (10%) of the total progress payment for CONTRACTOR's failure to meet the requirements of Scheduling Special Conditions, SC-23. AUTHORITY will pay the CONTRACTOR the amount withheld once AUTHORITY has determined that the CONTRACTOR has satisfactorily complied with the requirements of Special Conditions SC-23.

23.13 CONTRACTOR's Failure to Comply with the Scheduling Requirements

If the CONTRACTOR fails to substantially comply with the scheduling requirements and obligations described by SC-23 and the Contract, AUTHORITY shall have the right, at its option, to retain the services of scheduling consultants to prepare schedules in accordance with the contract documents. Those schedules will be used to allow the AUTHORITY to manage the project, evaluate the work by the CONTRACTOR, and to determine whether the CONTRACTOR is substantially complying with the Contract. All costs incurred by the AUTHORITY in preparing contractually-required schedules by other means shall be paid by the CONTRACTOR through a deductive change order.

If CONTRACTOR fails to substantially comply with the scheduling requirements of the Contract Documents, the CONTRACTOR hereby agrees, in such instance, to comply with such schedules as the AUTHORITY develops or directs, and with the activity sequences and durations as the AUTHORITY may reasonably require, without additional cost to the AUTHORITY (subject only to cost adjustments for such changes in the work as the AUTHORITY may direct), to ensure completion within the Contract Time. The CONTRACTOR shall cooperate with the AUTHORITY in supplying data and requested information necessary for all stages of schedule development, modifications, and updating.

23.14 AUTHORITY Holidays

The following days are defined as AUTHORITY Holidays for establishing normal scheduled workdays and for use in the CPM schedule. Also refer to GC-30.
Event
New Year’s Holiday
Memorial Day
Independence Day
Labor Day
Thanksgiving Holiday
Day After Thanksgiving
Christmas Holiday

If any of the above holidays falls on a Saturday or Sunday, the declared holiday observance date shall be used.

SC-24 Storm Water Pollution Prevention Plan

Refer to Subsection GC-10, Storm Water Pollution Prevention Plan, of the General Conditions for the general requirements. Specific requirements for the CONTRACTOR’s Storm Water Pollution Prevention Plan (SWPPP) and its implementation shall conform to the Technical Specifications and these Special Conditions.

The CONTRACTOR shall be responsible for preparing a SWPPP, and all tasks and storm water control measures required by the General Permit to Discharge Storm Water and the Notice of Intent filed by the City.

The CONTRACTOR’s Qualified SWPPP Developer (QSD) shall produce, amend, and/or certify the CONTRACTOR’s SWPPP. The CONTRACTOR’s SWPPP and any amendments, when required, shall conform to Subsection GC-10 of the General Conditions and these Special Conditions unless directed otherwise by the AUTHORITY.

The CONTRACTOR shall submit two (2) copies, and one (1) Adobe Acrobat “pdf” file copy on a compact disk, of its proposed SWPPP, and subsequent amendments to the SWPPP, to the AUTHORITY, the City of Placentia, and the City of Anaheim. The format of the CONTRACTOR’s SWPPP submission shall conform to Subsection GC-10 of the General Conditions and these Special Conditions.

24.1 General

The State Water Resources Control Board (SWRCB) issued a General Permit under the National Pollutant Discharge Elimination System (NPDES) for Stormwater Discharges Associated with Construction and Land Disturbance Activities. This General Permit identified as Order No. 2009-0009-DWQ, NPDES No. CAS000002 was adopted on 2 September 2009, and is effective 1 July 2010. A copy of that permit is available on the SWRCB’s web site. The contractor shall be required to comply with the provisions of the permit for all construction activities associated with this project.

The CONTRACTOR shall maintain a copy of this permit at the project site and shall make it available during construction activities. The CONTRACTOR shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the permit and as described in the following sections.

The CONTRACTOR shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the CONTRACTOR’s operations and stormwater and non-stormwater discharges from the project site and areas of disturbance outside the project limits during construction.

The CONTRACTOR shall notify the AUTHORITY immediately upon request from any regulatory agency to enter, inspect, sample, monitor, or otherwise access the project site or the CONTRACTOR’s records pertaining to stormwater pollution control work. The CONTRACTOR shall provide copies of
correspondence, notices of violation, enforcement actions, or fines proposed by regulatory agencies to the AUTHORITY.

24.2 Storm Water Pollution Prevention Plan

Within five (5) working days after the LNTP, the CONTRACTOR shall identify in writing a Qualified SWPPP Developer (QSD) meeting the requirements of General Permit No. CAS000002. The QSD shall meet the training requirements specified in Section VII of the General Permit and prepare a SWPPP in compliance with the General Permit and Attachment D for Risk Level 2 Projects. The SWPPP along with the other Permit Registration Documents (PRDs) identified in Section G and J and in Attachment B of the General Permit shall be prepared in electronic format. A copy of the PRDs shall be provided to the AUTHORITY and the City of Placentia Environmental Compliance Officer for review within the time specified in General Condition section GC-10.

Prior to the start of construction, the CONTRACTOR shall develop a SWPPP and file an NOI to comply with the State General Construction Activity NPDES Permit to the SWRCB.

The CONTRACTOR shall not perform work that may cause stormwater pollution until the SWPPP has been approved by the AUTHORITY and the SRWCB. The AUTHORITY’s review and approval shall not waive any contract requirements and shall not relieve the CONTRACTOR from complying with Federal, State and local laws, regulations, and requirements.

The AUTHORITY will submit the final PRDs to the SRWCB in a timely manner. The CONTRACTOR shall certify the SWPPP annually and shall submit an Annual Report to the AUTHORITY at least 25 days prior to September 1st of each year. Reporting requirements are identified in Section XVI of the General Permit.

If there is a change in the construction schedule or activities, the CONTRACTOR's QSD shall prepare an amendment to the SWPPP to identify additional or revised stormwater pollution control practices. SWPPP amendment requirements are identified in Attachment D Part I.3.G, Section I Part H No. 57 and 59, and Section II Part C. The CONTRACTOR shall submit the amendment request to the AUTHORITY for review within a time agreed to by the AUTHORITY not to exceed the number of days specified for the initial submittal of the SWPPP. The AUTHORITY will review the amendment within the same time allotted for the review of the initial submittal of the SWPPP and once approved, shall submit the revised amendment to the SRWCB. Amendments shall be logged into the SWPPP amendment log. The SWPPP field copy shall be updated, applicable sheets replaced and/or a hand annotation of the change made to the text shall be included. A copy of the SWPPP Amendment certification shall be retained in an Appendix of the SWPPP.

If directed in writing by the Engineer or requested in writing by the CONTRACTOR and approved by the AUTHORITY in writing, changes to the stormwater pollution control work will be allowed. Changes may include addition of new water pollution control practices. The CONTRACTOR shall incorporate these changes in the SWPPP. Additional stormwater pollution control work will be paid for as extra work only if it is caused by approved changes to the Contract work.

The CONTRACTOR shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the AUTHORITY.

The CONTRACTOR shall designate in writing a Qualified SWPPP Practitioner (QSP). The CONTRACTOR shall submit a statement of qualifications describing the training, work history, and expertise of the proposed QSP for the Engineer’s review and acceptance. The qualifications shall meet the requirements contained in Section VII of the General Permit, Order No. CAS000002.

The QSP shall be:
- Responsible for stormwater pollution control work.
The CONTRACTOR shall comply with Risk Level 2 requirements as specified in the General Permit No. CAS000002 and in these specifications.

The CONTRACTOR shall also comply with the requirements of the Orange County Flood Control District as specified in these specifications.

The CONTRACTOR shall coordinate with the Orange County Water District on impacts to ground water.

Additionally, because the proposed project will be subject to the newly adopted Construction General Permit (2009-0009-DWQ), the site-specific SWPPP should also include:

- Monitoring and reporting of numeric action levels (NALs) for pH and turbidity in storm water discharges;
- Risk level assessments and a more stringent monitoring and reporting requirement for higher risk sites;
- A Rain Event Action Plan for higher risk sites;
- Annual reporting on monitoring activities;
- Specific training or certifications of key personnel (e.g., SWPPP preparers, inspectors, etc.) to verify that their level of knowledge and skills are adequate to ensure their ability to design and evaluate project specifications in compliance with General Construction Permit requirements.

### 24.3 Risk Level 2 Requirements

#### A. EFFLUENT STANDARDS

The CONTRACTOR shall comply with the effluent standards listed below:

a) Stormwater discharges and authorized non-stormwater discharges regulated by the General Permit shall not contain a hazardous substance equal to or in excess of reportable quantities established in 40 CFR §§117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.

i. Authorized non-stormwater may include de-chlorinated potable water sources such as: fire hydrant flushing, irrigation of vegetative erosion control measures, pipe flushing and testing, water to control dust, uncontaminated groundwater dewatering and other discharges not subject to a separate general NPDES permit adopted by the region.

Non-stormwater discharges must meet the following conditions to be authorized:
- Discharge does not cause or contribute to a water quality standard violation;
- Discharge does not violate other provisions of the General Permit;
- Discharge is not prohibited by the applicable Basin Plan;
- The SWPPP includes appropriate BMPs to be implemented to prevent or reduce contact of the non-stormwater discharge with construction materials or equipment;
- Discharge does not contain toxic pollutants in toxic amounts or other significant quantities of pollutants;
- Discharge meets applicable NALs;
- The discharger samples and reports the sampling information in the annual report.
b) The CONTRACTOR shall minimize or prevent pollutants in stormwater discharges and authorized non-stormwater discharges through the use of controls, structures, and management practices that achieve Best Available Technology (BAT) for toxic and non-conventional pollutants and Best Control Technology (BCT) for conventional pollutants.

The CONTRACTOR shall comply with the following (NALs)

a) The CONTRACTOR shall ensure that the discharges from this project comply with the NAL for pH of between 6.5 and 8.5 and a turbidity NAL of less than 250 NTU

B. GOOD SITE MANAGEMENT “HOUSEKEEPING”

The CONTRACTOR shall implement good site management (i.e., “housekeeping”) measures for construction materials that could potentially be a threat to water quality, if discharged. At a minimum, the CONTRACTOR shall implement the following good housekeeping measures:

a) Conduct an inventory of the products used and/or expected to be used.

b) Cover and berm loose stockpiled construction materials that are not actively being used (i.e., soils, spoils, aggregate, etc.).

c) Store chemicals in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed (completely enclosed).

d) Minimize exposure of construction materials to precipitation.

e) Implement Best Management Practices (BMPs) to prevent the off-site tracking of loose construction and landscape materials.

The CONTRACTOR shall implement good housekeeping measures for waste management, which, at a minimum shall consist of the following:

a) Prevent disposal of any rinse or wash waters or materials on impervious or pervious site surfaces or into the storm drain system.

b) Ensure the containment of sanitation facilities (e.g. portable toilets) to prevent discharges of pollutants to the stormwater drainage system or receiving water.

c) Clean or replace sanitation facilities and inspect them regularly for leaks and spills.

d) Cover waste disposal containers at the end of every business day and during a rain event.

e) Prevent discharges from waste disposal containers to the stormwater drainage system or receiving water.

f) Contain and securely protect stockpiled waste material from wind and rain at all times unless actively being used.

g) Implement procedures that effectively address hazardous and non-hazardous spills.

h) Develop a spill response and implementation element of the SWPPP prior to commencement of construction activities. The SWPPP shall require:

   i. Equipment and materials for cleanup of spills shall be available on site and that spills and leaks shall be cleaned up immediately and disposed of properly.

   ii. Appropriate spill response personnel are assigned and trained.

i) Ensure the containment of concrete washout areas and other washout areas that may contain additional pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

The CONTRACTOR shall implement good housekeeping for vehicle storage and maintenance, which, at a minimum, shall consist of the following:

a) Prevent oil, grease, or fuel to leak into the ground, storm drains or surface waters.

b) Place all equipment or vehicles, which are to be fueled, maintained and stored in a designated area fitted with appropriate BMPs.

c) Clean leaks immediately and dispose of leaked materials properly.
The CONTRACTOR shall implement good housekeeping for landscape materials, which, at a minimum, shall consist of the following:

a) Contain stockpiled materials such as mulches and topsoil when they are not actively being used.

b) Contain all fertilizers and other landscape materials when they are not actively being used.

c) Discontinue the application of any erodible landscape materials within 2 days before a forecasted rain event or during periods of precipitation.

d) Apply erodible landscape material at quantities and application rates according to the manufacturer’s recommendations or based on written specification by knowledgeable and experienced field personnel.

e) Stack erodible landscape material on pallets and cover such materials when stored or not being used or applied.

The CONTRACTOR shall conduct an assessment and create a list of potential pollutant sources and identify any areas of the site where additional BMPs are necessary to reduce or prevent pollutants in stormwater discharges and authorized non-stormwater discharges. This potential pollutant list shall be kept with the SWPPP and shall identify all non-visible pollutants which are known, or should be known, to occur on the construction site. At a minimum, when developing BMPs, the CONTRACTOR shall do the following:

a) Consider the quantity, physical characteristics (e.g. liquid, powder, solid), and locations of each potential pollutant source handled, produced, stored, recycled, or disposed of at the site.

b) Consider the degree to which pollutants associated with those materials may be exposed to and mobilized by contact with stormwater.

c) Consider the direct and indirect pathways that pollutants may be exposed to stormwater or authorized non-stormwater discharges. This shall include an assessment of past spills or leaks, non-stormwater discharges, and discharges from adjoining areas.

d) Ensure retention of sampling, visual observation, and inspection records.

e) Ensure effectiveness of existing BMPs to reduce or prevent pollutants in storm water discharges and authorized non-stormwater discharges.

In addition, storm water and non-storm water flows collected in the subdrain system shall be treated prior to discharge to meet NPDES Permit discharge requirements during project operation. The treatment facility shall be located near the intersection of the proposed railroad alignment and Carbon Canyon Channel. This facility shall be designed to handle volumes equivalent to storm water flows associated with the 100-year design storm (*Mitigation Measure WQ-3*).

The CONTRACTOR shall implement good housekeeping measure on the construction site to control the air deposition of site materials and from site operations. Such particulates can include, but are not limited to, sediment, nutrients, trash, metals, bacteria, oil and grease and organics.

The CONTRACTOR shall document all housekeeping BMPs in the SWPPP and Rain Event Action Plan (REAP) in accordance with the nature and phase of the construction project.

C: NON-STORMWATER MANAGEMENT

The CONTRACTOR shall implement measures to control all non-stormwater discharges during construction.

The CONTRACTOR shall wash vehicles in such a manner as to prevent non-stormwater discharges to surface waters or MS4 drainage systems.

The CONTRACTOR shall clean streets in such a manner as to prevent unauthorized non-stormwater discharges from reaching surface water or MS4 drainage systems.
D. EROSION CONTROL

The CONTRACTOR shall implement effective wind erosion control.

The CONTRACTOR shall provide effective soil cover for inactive (1) areas and all finished slopes and open spaces.

(1) Inactive areas of construction are areas of construction activity that have been disturbed and are not scheduled to be re-disturbed for at least 14 days.

The CONTRACTOR shall limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist. Where plastic materials are deemed necessary, the discharger shall consider the use of plastic materials resistant to solar degradation.

E. SEDIMENT CONTROLS

The CONTRACTOR shall establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from the site.

The contractor shall design sediment basins according to the method provided in CASQA’s Construction BMP Guidance Handbook on sites where sediment basins are to be used.

The CONTRACTOR shall implement appropriate erosion control BMPs (runoff control and soil stabilization) in conjunction with sediment control BMPs for areas under active (2) construction.

(2) Active areas of construction are areas undergoing land surface disturbance. This includes construction activity during the preliminary stage, mass grading stage, streets and utilities stage and the vertical construction stage.

The CONTRACTOR shall apply linear sediment controls along the toe of the slope, face of the slope, and at the grade breaks of exposed slopes to comply with the sheet flow lengths (3) in accordance with Table 1. Slopes, where present, shall be a minimum of 2:1 or flatter, and slope stability should be evaluated on an individual basis (Mitigation Measure GS-3). All temporary excavations shall be properly sloped or shored (Mitigation Measure GS-4).

(3) Sheet flow length is the length that shallow, low velocity flow travels across a site.

<table>
<thead>
<tr>
<th>Table 1 – Critical Slope/Sheet Flow Length Combinations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slope Percentage</td>
</tr>
<tr>
<td>------------------</td>
</tr>
<tr>
<td>0-25%</td>
</tr>
<tr>
<td>25-50%</td>
</tr>
<tr>
<td>Over 50%</td>
</tr>
</tbody>
</table>

The CONTRACTOR shall ensure that construction activity traffic to and from the project is limited to entrances and exits that employ effective controls to prevent offsite tracking of sediment.

The CONTRACTOR shall ensure that all storm drain inlets and perimeter controls, runoff control BMPs, and pollutant controls are entrances and exits (e.g. tire wash off locations) are maintained and protected from activities that reduce their effectiveness.

The CONTRACTOR shall inspect on a daily basis all access roads. At a minimum, daily (when necessary) and prior to any rain event, the CONTRACTOR shall remove any sediment or other construction activity-related materials that are deposited on the roads (by vacuuming or sweeping).
The CONTRACTOR shall implement standard temporary BMPs during construction to comply with all permit conditions, including adequately controlling erosion and siltation impacts to a less than significant level. These BMPs would include but not be limited to:

- **Temporary Soil Stabilization controls such as:**
  - Scheduling
  - Preservation of Existing Vegetation
  - Hydraulic Mulch
  - Hydroseeding
  - Soil Binders
  - Straw Mulch
  - Geotextiles, Plastic Covers, & Erosion Control Blankets/Mats
  - Wood Mulching
  - Earth Dikes/Drainage Swales & Ditches
  - Outlet Protection/Velocity Dissipation Devices
  - Slope Drains
  - Streambank Stabilization

- **Temporary Sediment Controls such as:**
  - Silt Fence
  - Sediment/Desilting Basin
  - Sediment Trap
  - Fiber Rolls
  - Street Sweeping and Vacuuming
  - Gravel Bag Berm
  - Sandbag Barrier
  - Straw Bale Barrier
  - Storm Drain Protection
  - Wind Erosion Control

- **Tracking Controls such as:**
  - Stabilized Construction Entrance/Exit
  - Stabilized Construction Roadway
  - Entrance/Outlet Tire Wash

- **Non-Storm Water Management controls for:**
  - Dewatering Operations
  - Paving and Grinding Operations
  - Vehicle Equipment Cleaning
  - Vehicle Equipment Fueling
  - Vehicle Equipment Maintenance
  - Pile Driving Operations
  - Concrete Curing
  - Structure Demolition Over or Adjacent to Water

- **Waste Management and Material Pollution Controls such as:**
  - Material Delivery
  - Material Use
  - Stockpile Management
Spill Prevention and Control
- Solid Waste Management
- Hazardous Waste Management
- Contaminated Soil Management
- Concrete Waste Management
- Sanitary/Septic Waste Management
- Liquid Waste Management

- Catch Basin Controls such as:
  - Installation of Automatic Retractable Screens
  - Installation of Connector Pipe Screens
  - Installation of a Catch Basin Filter

Scheduling to avoid construction during rainy season

F. RUN-ON AND RUN-OFF CONTROLS

The CONTRACTOR shall effectively manage all run-on, all runoff within the site and all runoff that discharges off the site. Run-on from offsite shall be directed away from all disturbed areas or shall collectively be in compliance with the effluent limitations in the General Permit.

G. INSPECTION, MAINTENANCE AND REPAIR

The CONTRACTOR shall ensure that all inspection, maintenance repair and sampling activities at the project location shall be performed or supervised by the CONTRACTOR’s QSP. The QSP may delegate any or all of these activities to an employee appropriately trained to do the tasks.

The CONTRACTOR shall perform weekly inspections and observations, and at least once each 24-hour period during extended storm events, to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. Inspectors shall be the QSP or be trained by the QSP.

The CONTRACTOR shall begin implementing repairs or design changes to BMPS within 72 hours of identification that there are BMP failures or other shortcomings, as directed by the QSP and complete the changes as soon as possible, thereafter.

The CONTRACTOR shall complete an inspection checklist for each inspection required, using a form provided by the State Water Board or Regional Water Board or an alternative format.

The CONTRACTOR shall ensure that checklists remain onsite with the SWPPP and at a minimum, shall include:

a) Inspection date and date the inspection report was written.
b) Weather information, including presence or absence of precipitation, estimate of beginning of qualifying storm event, duration of event, time elapsed since last storm, and approximately amount of rainfall in inches.
c) Site information, including stage of construction, activities completed, and approximately area of the site exposed.
d) A description of any BMPs evaluated and any deficiencies noted.
e) If the construction site is safely accessible during inclement weather, list the observations of all BMPs’ erosion controls, sediment controls, chemical and waste controls, and non-stormwater controls. Otherwise, list the results of visual inspections at all relevant outfalls, discharge points, downstream locations and any projected maintenance activities.
f) Report the presence of noticeable odors or of any visible sheen on the surface of any discharges.
g) Any corrective actions required, including any necessary changes to the SWPPP and the associated implementation dates.
h) Photographs taken during the inspection, if any.
i) Inspector’s name, title, and signature.

H. RAIN EVENT ACTION PLAN (REAP)

The CONTRACTOR shall ensure a QSP develops a REAP 48 hours prior to any likely precipitation event. A likely precipitation event is any weather pattern that is forecast to have a 50% or greater probability of producing precipitation in the project area. The CONTRACTOR shall ensure that a QSP obtains a printed copy of the precipitation forecast information from the National Weather Service Forecast Office (e.g. by entering the zip code of the project’s location at http://www.srh.noaa.gov/forecast).

The CONTRACTOR shall ensure the QSP develops the REAP for all phases of construction (i.e., Grading, and Land Development, Streets and Utilities, Vertical Construction, Final Landscaping and Site Stabilization).

The CONTRACTOR shall ensure the QSP ensures that the REAP include, at a minimum, the following site information:

a) Site Address
b) Calculated Risk Level (2 or 3)
c) Site Stormwater Manager Information including the name, company, and 24-hour emergency telephone number.
d) Erosion and Sediment Control Provider Information including the name, company and 24-hour emergency telephone number.
e) Stormwater Sampling Agent Information including the name, company, and 24-hour emergency telephone number.

The CONTRACTOR shall ensure the QSP include in the REAP, at a minimum, the following project phase Information:

a) Activities associated with each construction phase.
b) Trades active on the construction site during each construction phase.
c) Trade contractor information.
d) Suggested actions for each project phase.

The CONTRACTOR shall ensure the QSP develops additional REAPS for project sites where construction activities are indefinitely halted or postponed (Inactive Construction). At a minimum, Inactive Construction REAPS must include:

a) Site Address
b) Calculated Risk Level (2 or 3)
c) Site Stormwater Manager information including the name, company, and 24-hour emergency telephone number.
d) Erosion and Sediment Control Provider information including the name, company and 24-hour emergency telephone number.
e) Stormwater Sampling Agent information including the name, company, and 24-hour emergency telephone number.
f) Trades active on site during Inactive Construction.
g) Trade contractor information.
h) Suggested actions for inactive construction sites.
The CONTRACTOR shall ensure the QSP begins implementation and makes the REAP available onsite no later than 24 hours prior to the likely precipitation event.

The CONTRACTOR shall ensure the QSP maintains onsite a paper copy of each REAP in compliance with the record retention requirements of the General Permit.

I. MONITORING AND REPORTING REQUIREMENTS

The CONTRACTOR's QSP shall develop and implement a written site-specific Construction Site Monitoring Program (CSMP) in accordance with the requirements of this Section. The CSMP shall include all monitoring procedures and instructions, location maps, forms, and checklists as required in this section. The CSMP shall be developed prior to the commencement of construction activities, and revised as necessary to reflect project revisions. The CSMP shall be a part of the SWPPP and included as an appendix or separate SWPPP chapter. If there is a change ownership for all or any portion of the construction site prior to completion of final stabilization, the new discharger shall comply with these requirements as of the date the ownership change occurs.

The following is a summary of the Monitoring Requirements for a Risk Level 2 site:

<table>
<thead>
<tr>
<th>Risk Level</th>
<th>Visual Inspections</th>
<th>Sample Collection</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quarterly Non-stormwater Discharge</td>
<td>Pre-storm Event</td>
</tr>
<tr>
<td>2</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

The CONTRACTOR shall ensure that the CSMP developed and implemented addresses the following objectives:

a) Demonstrates that the site is in compliance with the Discharge Prohibitions and applicable Numerical Action Levels of the General Permit.

b) Determines whether non-visible pollutants are present at the construction site and are causing or contributing to exceedances of water quality objectives.

c) Determines whether immediate corrective actions, additional BMP implementation, or SWPPP revisions are necessary to reduce pollutants in stormwater discharges and authorized non-stormwater discharges.

d) Determines whether BMPS included in the SWPPP/REAP are effective in preventing or reducing pollutants in storm water discharges and authorized non-stormwater discharges.

The CONTRACTOR shall implement the following Visual Monitoring (Inspection) requirements for Qualifying Rain Events:

a) Visually observe (inspect) stormwater discharges at all discharge locations within two business days (48 hours) after each qualifying rain event.

b) Visually observe (inspect) the discharge of stored or contained stormwater that is derived from and discharged subsequent to a qualifying rain event producing precipitation of ½ inch or more at the time of discharge. Stored or contained stormwater that will likely discharge after operating hours due to anticipated precipitation shall be observed prior to the discharge during operating hours.

c) Conduct visual observations (inspections) during business hours only.

d) Record the time, date and rain gauge reading of all qualifying rain events.

e) Within 2 days (48 hours) prior to each qualifying rain event visually observe (inspect)

i. All stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources. If needed, implement appropriate corrective actions.
ii. All BMPS to identify whether they have been properly implemented in accordance with the SWPPP/REAP. If needed, implement appropriate corrective actions.

iii. Any stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard.

f) Observe the presence or absence of floating and suspended materials, a sheen on the surface, discolorations, turbidity, odors, and sources (s) of any observed pollutants in items e.i and e.iii above

g) Within 2 business days (48 hours) after each qualifying rain event, conduct post rain event visual observations (inspections) to (1) identify whether BMPs were adequately designed, implemented, and effective, and (2) identify additional BMPs and revise the SWPPP accordingly.

h) Maintain on-site records of all visual observations (Inspections), personnel performing the observations, observation dates, weather conditions, locations observed, and corrective actions taken in response to the observations.

The CONTRACTOR shall implement the following water quality Sampling and Analysis:

a) Collect stormwater grab samples from sampling locations identified in the next section. The stormwater grab sample(s) obtained shall be representative of the flow and characteristics of the discharge.

b) At a minimum, 3 samples per day of the qualifying event shall be collected.

c) Ensure that grab samples collected of stored or contained stormwater are from discharges subsequent to a qualifying rain event (i.e., producing precipitation of ½ inch or more at the time of discharge).

d) Samples shall be analyzed for pH and turbidity and any other parameter subsequently required by the Regional Water Quality Board.

The CONTRACTOR shall identify sampling locations using the following criteria:

a) Sampling and analysis of stormwater discharges shall be to characterize the discharges associated with the construction activity from the entire project disturbed area.

b) Effluent samples shall be collected at all discharge points where stormwater is discharged off-site.

c) Stormwater discharges collected and observed shall represent (4) the effluent in each drainage area based on visual observation of the water and upstream conditions.

(4) For example, if there has been concrete work recently in an area, or drywall scrap is exposed to the rain, a pH sample shall be taken of drainage from the relevant work area. Similarly, if sediment laden water is flowing through some parts of a silt fence, samples shall be taken of the sediment-laden water even if most water flowing through the fence is clear.

d) Run-on from surrounding areas shall be monitored and reported if there is a reason to believe the run-on may contribute to an exceedance of NALs.

e) If Alternative Treatment Systems (ATS) are used on the site or a portion of the site, an ATS effluent sample from the discharge pipe or another location representative of the nature of the discharge shall be taken.

f) Analytical test methods shall be as follows:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Test Method/Protocol</th>
<th>Discharge Type</th>
<th>Min. Detection Limit</th>
<th>Reporting Units</th>
<th>Numeric Action Level (NAL)</th>
<th>Numeric Effluent Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>Field test with calibrated portable instrument</td>
<td>Risk Level 2</td>
<td>0.2</td>
<td>pH units</td>
<td>Lower NAL = 6.5</td>
<td>10 NTU for Daily Flow-Weighted Average &amp;</td>
</tr>
</tbody>
</table>
g) Preservation and handling stormwater samples shall be conducted in accordance with the “Storm Water Sample Collection and Handling Instructions” presented in the next section.

The CONTRACTOR shall observe the following exemptions:

a) During the following conditions, samples or visual observations (inspections) are not required:
   i. During dangerous weather conditions such as flooding and electrical storms
   ii. Outside of scheduled site business hours.

b) If no required samples or observations are collected due to these exceptions, an explanation of these occurrences shall be included in the SWPPP and in the Annual Report documenting why the sampling or visual observations (inspections) were not conducted.

The CONTRACTOR shall ensure that the following Sampling Collection and Handling Instructions are followed:

a) The Test Methods, detection limits, and reporting units previously identified in Table 3 shall be followed.

b) Testing laboratories shall receive samples within 48 hours of the physical sampling unless otherwise required by the laboratory, and the samples shall be taken only using the sample containers provided by the laboratory to collect and store samples.

b) Designated and trained personnel shall collect, maintain, and ship samples in accordance with the Surface Water Ambient Monitoring Program’s (SWAMP) 2008 Quality Assurance program Plan (QAPrP)(5).

(5) Additional information regarding SWAMP’s QAPrP and QAMP can be found at:
   http://www.waterboards.ca.gov/water_issues/programs/swamp/
   QAPrP:
   QAMP:
   http://www.waterboards.ca.gov/water_issues/programs/swamp/gamp.shtml

The CONTRACTOR shall implement the following monitoring methods:

a) A description of the following items shall be included in the CSMP.
   i. The visual observation locations, the visual observation procedures, and visual observation follow-up and tracking procedures shall be noted.
   ii. Sampling locations, and sample collection and handling procedures including detailed procedures for sample collection, storage, preservation, and shipping to the testing laboratory to assure that consistent quality control and quality assurance is maintained shall be recorded. An example Chain of Custody form to be used when handling and shipping samples shall be attached to the monitoring program.
   iii. Analytical methods to be used and any related method detection limits (if applicable) for each parameter as previously indicated above shall be identified.

b) All sampling and sample preservations shall be in accordance with the current edition of “Standard Methods for the Examination of Water and Wastewater” (American Public Health Association). All monitoring instruments and equipment (including the CONTRACTOR’s own field instruments for measuring pH and turbidity) shall be calibrated and maintained in accordance with the manufacturer’s specification to ensure accurate measurements. All laboratory analyses are to be conducted in accordance with test procedures in 40 CFR Part 136 unless other test procedures have been specified by the Regional Water Quality Board. With exception to the field analyses...
conducted by the CONTRACTOR for turbidity and pH, all other analyses should be sent to and conducted by a laboratory certified for such analyses by the State Department of Health Services. Field analyses for pH and turbidity may be conducted by the CONTRACTOR provided that sufficient capability (qualified and trained employees, properly calibrated and maintained field instruments, etc.) are adequate to perform the field analyses.

The CONTRACTOR shall use the following Analytical Methods for testing storm water samples:

a) Table 3 above shall be used to identify the test methods, detection limits and reporting units for all analytical tests.
b) For pH analyses on-site, a calibrated pH meter or pH test kit shall be used. The pH monitoring results shall be reported on paper and the test results shall be retained in accordance with the record reporting requirements set forth in the General Permit.
c) For Turbidity analyses, a calibrated turbidity meter (turbidimeter) shall be used, either on-site or at an accredited lab. Acceptable test methods include the Standard Method 2130 or USEPA Method 180.1. The results shall be recorded in the site log book in Nephelometric Turbidity Units (NTU).

The CONTRACTOR shall implement a non-stormwater discharge monitoring program consisting of the following program requirements:

a) Visual Monitoring Requirements:
   i. Each drainage area shall be visually observed (inspected) for the presence of (or indications or prior) unauthorized and authorized non-stormwater discharges and their sources.
   ii. One visual observation (inspection) shall be conducted each quarter during the following periods: January-March, April-June, July-September, and October-December. Visual observations (inspections) are only required during daylight hours (sunrise to sunset).
   iii. Visual observations (inspections) shall document the presence or evidence of any non-stormwater discharge (authorized or unauthorized), pollutant characteristics (floating and suspended material, sheen, discoloration, turbidity, odor, etc.), and source. Records shall remain on-site indicating the personnel performing the visual observation (inspections), the dates and approximate time each drainage area and non-stormwater discharge was observed, and the response taken to eliminate unauthorized non-stormwater discharges and to reduce or prevent pollutants from contacting non-stormwater discharges.

b) Effluent Sampling Locations:
   i. The effluent shall be sampled at all discharge points where non-stormwater and/or authorized non-storm water is discharged off-site.
   ii. All non-stormwater samples shall be sent for analysis at a laboratory certified for such analyses by the State Department of Health Services.
   iii. Run-on from surrounding areas shall be monitored and reported if there is reason to believe run-on may contribute to an exceedance of a NAL.

The CONTRACTOR shall implement a Non-Visible Pollutant Monitoring Program consisting of the following program requirements:

a) One or more samples shall be collected during any breach, malfunction, leakage, or spill observed during a visual inspection which could result in the discharge of pollutants to surface waters that would not be visually detectable in stormwater.
b) Water samples shall be large enough to characterize the site conditions.
c) Samples shall be collected at all discharge locations that can be safety accessed.
d) Samples shall be collected during the first two hours of discharge from rain events that occur during business hours and which generate runoff.
e) Samples shall be analyzed for all non-visible pollutant parameters (if applicable). If an updated SWPPP pollutant source assessment identifies new non-visible pollutant parameters, these shall be incorporated into the CSMP for the project.

f) A sample of stormwater shall be collected that has not come in contact with the disturbed soil or the materials stored on-site (uncontaminated sample) for comparison with the discharge sample.

g) The uncontaminated sample shall be compared to the samples of discharge using field analyses or through laboratory analysis. (6)

(6) For laboratory analysis, all sampling, sample preservation, and analyses must be conducted according to test procedures under 450 CFR Part 136. Field discharge samples shall be collected and analyzed according to the specification of the manufacturer of the sampling devices employed.

h) All field/or analytical data shall be kept in the SWPPP document.

The CONTRACTOR shall implement a record keeping program to prepare and retain records of all storm water monitoring information and copies of all reports (including Annual Reports) for a period of at least three years. The CONTRACTOR shall retain all records on-site while construction is ongoing and shall deliver to the Engineer one (1) copy of all reports and reporting logs within five (5) days of the date of the inspection, sampling or measurement that is the subject of the report or log. The records shall, as a minimum, include:

a) The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation.

b) The individual(s) who performed the facility inspections, sampling, visual observation (inspections), and/or measurements.

c) The date and approximately time of analyses.

d) The individual(s) who performed the analyses.

e) A summary of all analytical results from the last three years, the method detection limits and reporting units, the analytical techniques or methods use, and the chain of custody forms.

f) Rain gauge readings from site inspections.

g) Quality assurance/quality control records and results.

h) Non-stormwater discharge inspections and visual observation (inspections) and stormwater discharge visual observation records.

i) Visual observation and sample collection exception records.

j) The records of any corrective actions and follow-up activities that resulted from analytical results, visual observation (inspections) or inspections.

The CONTRACTOR shall implement an NAL Exceedance Procedure that consists of the following requirements:

a) If any effluent sample exceeds an applicable NAL, the CONTRACTOR of the Legally Responsible Person’s data submitter shall electronically submit all storm event sampling results to the State Water Board no later than 10 days after the conclusion of the storm event. The Regional Board has the authority to require the submittal of an NAL Exceedance Report, as well.

b) The NAL Exceedance Report shall be certified in accordance with Section IV (I) J. of the General Permit.

c) An electronic or paper copy of each NAL Exceedance Report shall be retained for a minimum of three years after the date the annual report is filed.

d) The NAL Exceedance Report shall include the following:
   i. The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as “less than the method detection limit”).
   ii. The date, place, time of sampling, visual observation (inspections), and/or measurements, including precipitation.
   iii. A description of the current BMPs associated with the effluent sample that exceeded the NAL and the proposed corrective actions taken.
24.4 Orange County Flood Control District Requirements

1. No construction materials are to be stored in a way that impedes and/or interferes with access road use, channel inspection, maintenance of the Orange County Flood Control District (OCFCD) facilities or emergency vehicle access.

2. Permittee shall comply with the requirements of State, County, and City Water Quality Ordinances and shall implement Best Management Practices (BMP’s) to prevent all materials, including debris associated with the proposed project, from entering into the channel and/or OCFCD maintained areas.

3. Runoff from equipment and vehicle washing shall be contained at construction sites unless treated to reduce or remove sediment and other pollutants.

4. CONTRACTOR’s activities within OCFCD right of way allowed by the OCFCD permit shall be performed during the NON-STORM-SEASON (May 1st through September 30th). No work shall be performed between October 1st and April 30th without prior authorization and approval obtained from the assigned County inspector.

5. Any spillage of fuel, oil or hazardous materials from construction equipment or vehicles must be immediately and properly cleaned up and removed from the OCFCD’s right of way. For spills of significant volume, notifications must be immediately made to Orange County Public Works/Environmental Resources for assessment of appropriate corrective action. Contaminated soil, sand or material and hazardous wastes generated from the cleanup must be disposed by approved methods. CONTRACTOR assumes full responsibility for costs to investigate extent of contamination, cleanup, waste removal and implementation of an approved remedial action plan for the release of any wastes or hazardous materials that result in soil, surface water and ground water contamination. Notifications to be submitted to Orange County Public Works/Environmental Resources, should be to: Duc Nguyen (714) 955-0676 or (877) 89-SPILL. For emergency or after-hours spill notification, call (877) 89-SPILL, or contact Orange County Sheriff’s Communications Control 1 by dialing 911.

6. The CONTRACTOR shall be advised that if either dewatering or diversion is necessitated the CONTRACTOR may be required to obtain a DeMinimis Permit from the governing Regional Water Quality Control Board (RWQCB). If the project entails either action, the CONTRACTOR will have to provide proof of RWQCB coverage to the assigned inspector.

7. Any temporary, in-channel flow diversion (pumped or gravity flow) or discharge from dewatering shall be contained in a pipe/ flume. In the event of dewatering, a desilting basin is required in at least one location.

8. Clear water diversions and dewatering operations shall be constructed in accordance with policies and guidelines outlined in the California Stormwater Best Management Practice Handbook, Construction (BMP fact sheets, NS-2 and NS-5).

9. Any diversion/dewatering system chosen shall relieve seepage pressure, drain the channel invert, and keep the sub-grade free from water.

10. The CONTRACTOR shall submit a diversion/dewatering plan to county for review and concurrence prior to any construction.

11. The CONTRACTOR must complete a contingency plan for any 48 hour predicted rain storms of 40% or greater.
24.5 Best Management Practices

The CONTRACTOR shall be responsible throughout the duration of the Contract for installing, constructing, inspecting, maintaining, removing and disposing of Best Management Practices (BMPs) for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by the Engineer, the CONTRACTOR shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work.

24.6 Dewatering

Dewatering shall be performed by the CONTRACTOR when specifically required by the Plans or Specifications, and as necessary for construction of the Work. Dewatering shall be performed in conformance with all applicable local, state and Federal laws and permits issued by jurisdictional regulatory agencies. Permits necessary for treatment and disposal of accumulated water shall be obtained by the CONTRACTOR. Disposal of accumulated water may include disposal of potable water drained from active water facilities during performance of the work. The CONTRACTOR may not be able utilize the NPDES general permits obtained by the City for construction dewatering discharges or potable water discharges, and may be required to obtain its own separate permit from the appropriate authorities.

Prior to the start of construction, the CONTRACTOR shall file an NOI to dewater ground water to the RWQCB. The CONTRACTOR shall comply with the State General permit or individual permit requirements as determined by the RWQCB.

The CONTRACTOR shall prepare and submit a proposed plan detailing the methodology of dewatering and treatment and disposal of accumulated water.

The dewatering plan shall identify the location, type and size of dewatering devices and related equipment, the size and type of materials composing the collection system, the size and type of equipment to be used to retain and, if required, treat accumulated water, and the proposed disposal locations. If the proposed disposal location is a sanitary sewer, the CONTRACTOR shall submit to the Engineer written evidence of permission from the owner. If the proposed disposal location is a storm drain system or receiving body of water, the CONTRACTOR shall submit written evidence of permission from the owner of the storm drain system and, if not obtained by AUTHORITY, original signed permits from jurisdictional regulatory agencies or written evidence that such permits are not required.

Full compensation for preparing and implementing the dewatering plan shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

24.7 Payment

24.7.1 SWPPP Preparation and Administration Payment

The contract lump sum price paid for PREPARE AND ADMINISTER SWPPP shall be at the contract unit price LUMP SUM and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in preparing the plan and all documents as required by the contract documents and the General Permit, submitting the plan and all required documents to the reviewing agencies, obtaining approval by the applicable agencies, and preparing, submitting and obtaining approval of amendments to the SWPPP as required for the duration of the project.

Payment for PREPARE AND ADMINISTER SWPPP shall include full compensation for all labor, materials, equipment, and incidentals necessary to implement the CONTRACTOR-prepared SWPPP, as indicated on the approved CONTRACTOR-prepared Storm Water Pollution Prevention Plans, as specified in these Special Conditions, as required in the SWPPP for BMPs, and as directed by the Engineer. The PREPARE AND ADMINISTER SWPPP LUMP SUM amount shall include, but not be limited to, full compensation for the following:
1. Submit Permit Registration Documents (PRDs) per Attachment B of the CGP to the ENGINEER.

2. Develop a SWPPP to conform to Risk Levels identified in the City’s Notice of Intent and the NPDES, and the CONTRACTOR's actual construction practices;

3. Administer, implement, maintain, and ensure adequate functioning of the various water quality control measures identified within the SWPPP during construction including all Numeric Action Level (NAL) and Numeric Effluent Limitation (NEL) sampling, monitoring and reporting requirements statutorily required for the determined Risk Level of the project site. These tasks must be performed by a Qualified SWPPP Practitioner (QSP).

4. Pay all annual permit fees;

5. Provide and maintain all documentation (at the jobsite) and administration for the entire Contract period;

6. Perform all work required for compliance with the requirements of the CGP including preparation of all Rain Event Action Plans (REAPs), construction of effective treatment control BMPs, i.e: contingency basins, chemical treatments, etc.;

7. Provide all labor, tools, equipments, and materials for any additional BMPs which may be required to comply with the requirements of the CGP.

The CONTRACTOR’s bid amount for the PREPARE AND ADMINISTER SWPPP pay item shall not be more than Fifty Thousand Dollars ($50,000.00). If the cost to satisfy the PREPARE AND ADMINISTER SWPPP requirements exceeds that dollar amount, the excess cost shall be considered as included in the price paid for the SWPPP IMPLEMENTATION AND MAINTENANCE pay item, and no additional compensation shall be allowed therefor.

24.7.2 SWPPP Implementation and Maintenance Payment

Payment for SWPPP IMPLEMENTATION AND MAINTENANCE shall be at the contract unit price LUMP SUM and shall include full compensation for all labor, materials, equipment, and incidentals necessary to furnish and maintain all SWPPP BMPs as indicated on the approved SWPPP plans, as specified in these Special Conditions, as required in the SWPPP for BMPs, and as directed by the Engineer.

Full compensation for SWPPP IMPLEMENTATION AND MAINTENANCE shall include, but not limited to, these BMP items:

(a) HYDROSEEDING shall include full compensation for all labor, materials, equipment, and incidentals necessary to furnish, install and maintain HYDROSEEDING as indicated on the approved SWPPP and as specified in these Special Conditions, as required in the SWPPP for BMPs.

(b) STRAW MULCH shall include full compensation for all labor, materials, equipment, and incidentals necessary to furnish, install and maintain STRAW MULCH as indicated on the approved SWPPP and as specified in these Special Conditions, as required in the SWPPP for BMPs.

(c) SEDIMENT TRAP shall include full compensation for all labor, materials, equipment, and incidentals necessary to furnish, install and maintain SEDIMENT TRAP as indicated on the approved SWPPP and as specified in these Special Conditions, as required in the SWPPP for BMPs.

(d) CHECK DAM shall include full compensation for all labor, materials, equipment, and incidentals necessary to furnish, install and maintain CHECK DAM as indicated on the approved SWPPP and as specified in these Special Conditions, as required in the SWPPP for BMPs.
(e) **FIBER ROLLS** shall include full compensation for all labor, materials, equipment, and incidentals necessary to furnish, install and maintain FIBER ROLLS as indicated on the approved SWPPP and as specified in these Special Conditions, as required in the SWPPP for BMPs.

(f) **SILT FENCE** shall include full compensation for all labor, materials, equipment, and incidentals necessary to furnish, install and maintain SILT FENCE as indicated on the approved SWPPP and as specified in these Special Conditions, as required in the SWPPP for BMPs.

(g) **STORM DRAIN INLET PROTECTION** shall include full compensation for all labor, materials, equipment, and incidentals necessary to furnish, install and maintain STORM DRAIN INLET PROTECTION as indicated on the approved SWPPP and as specified in these Special Conditions, as required in the SWPPP for BMPs.

The CONTRACTOR shall furnish the Engineer a cost breakdown for the LUMP SUM price for SWPPP IMPLEMENTATION AND MAINTENANCE components. Cost breakdown tables shall be submitted to the Engineer for approval a minimum of fifteen (15) working days prior to the first progress payment application. Cost breakdown tables shall be approved, in writing, by the Engineer before any partial payment will be made for the applicable items of SWPPP IMPLEMENTATION AND MAINTENANCE.

Cost breakdowns shall be completed and furnished in the format shown in the samples of the cost breakdowns included in this section. Line item descriptions of work shown in the samples are the minimum to be submitted. Additional line item descriptions of work may be designated by the CONTRACTOR. If the CONTRACTOR elects to designate additional line item descriptions of work (for BMPs not listed above), the quantity, value and amount for those line items shall be completed in the same manner as for the unit descriptions shown in the samples. The line items and quantities given in the samples are to show the manner of preparing the cost breakdowns to be furnished by the CONTRACTOR.

The CONTRACTOR shall determine the quantities required to complete the work shown on the plans and to implement the SWPPP. The quantities and their values shall be included in the cost breakdowns submitted to the Engineer for approval. The CONTRACTOR shall be responsible for the accuracy of the quantities and values used in the cost breakdowns submitted for approval.

Individual line item values in the approved cost breakdown tables will be used to determine partial payments during the progress of the work and as the basis for calculating an adjustment in compensation for the contract lump sum item SWPPP IMPLEMENTATION AND MAINTENANCE due to changes in line items of work ordered by the Engineer. When the total of ordered changes to line items of work increases or decreases the lump sum price bid for either SWPPP IMPLEMENTATION AND MAINTENANCE by more than 25 percent, the adjustment in compensation for the applicable item will be determined in the same manner specified for increases and decreases in the total pay quantity of an item of work in GC-57, Increases or Decreased Quantities, and Quantity Variation, of the General Conditions. SWPPP items damaged and replaced by the CONTRACTOR’s shall not be included in the quantity for adjustments in compensation, but shall be repaired or replaced at the CONTRACTOR’s expense.

Payment for Street Sweeping and Vacuuming, Wind Erosion Control, Stabilization of Construction Entrances / Exits, Water Conservation Practices, Paving and Grinding Operations associated with the SWPPP, Illicit Connection/ Discharge, Sanitary/Septic Waste Management, Liquid Waste Management, and other work necessary for compliance with permits and regulations, and all other measures for the administration and implementation of the SWPPP, shall be included in other items of work and shall not be paid for separately under the SWPPP IMPLEMENTATION AND MAINTENANCE pay item.
COST BREAKDOWN - SWPPP IMPLEMENTATION AND MAINTENANCE (PER YEAR)

<table>
<thead>
<tr>
<th>UNIT DESCRIPTION</th>
<th>UNIT</th>
<th>[SAMPLE] QUANTITY</th>
<th>VALUE</th>
<th>AMOUNT</th>
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<td></td>
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<tr>
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<td>LF</td>
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</tr>
<tr>
<td>STORM DRAIN INLET PROTECTION</td>
<td>EA</td>
<td>4</td>
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<td></td>
</tr>
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</table>

SC-25 Surface Mining and Reclamation Act

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

SC-26 (Not Used)
SC-27 (Not Used)
SC-28 (Not Used)

SC-29 Partnering

The AUTHORITY will promote the formation of a Partnering relationship with CONTRACTOR in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

CONTRACTOR or AUTHORITY may request the formation of such a Partnering relationship by submitting a request in writing to the other party after the LNTP. The scheduling of the first and subsequent Partnering Workshops, selecting the Partnering Facilitator and workshop sites, and other administrative details, shall be as agreed to by both parties.
The costs involved in providing a facilitator and a workshop site will be borne equally by the AUTHORITY and CONTRACTOR. CONTRACTOR shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The AUTHORITY's share of such costs will be reimbursed to CONTRACTOR in a change order written by the Engineer. Markups will not be added. All other costs associated with the Partnering relationship will be borne separately by the party incurring the costs.

The establishment of a Partnering relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

**SC-30 Value Engineering Change Proposals (VECP)**

CONTRACTOR is encouraged to develop, prepare, and submit value engineering change proposals (VECPs) voluntarily. This Subsection applies to those Value Engineering Change Proposals that are originated, initiated and developed by CONTRACTOR to change the drawings, specifications or other requirements of the Contract. In order to be accepted under this Subsection, each VECP shall:

- Be identified by CONTRACTOR at the time of submission to the AUTHORITY as being submitted pursuant to this Subsection; and
- Require a change to the Contract; and
- Decrease the Contract Price; and
- Result in a net savings to the AUTHORITY of a minimum of $50,000, or result in a reduction in the overall schedule of thirty (30) calendar days minimum; and
- Maintain the bid items' required functions such as service life, reliability, economy of operation, ease of maintenance and necessary standardized features and appearance, and not require an unacceptable extension of Contract time.

A VECP cannot simply involve a change in deliverable item quantities.

**30.1 Content of VECP**

Any VECP CONTRACTOR submits shall be in sufficient detail to clearly define the proposed change including:

- A description of the difference between the existing and the proposed Contract requirements, and the comparative advantages and disadvantages of each;
- Contract requirements recommended to be changed if the proposal is accepted;
- A detailed estimate of the amount of the net savings that will result from acceptance of the proposal;
- A prediction of any effects the proposed change would have on costs of maintenance and operation;
- A description and estimate of costs the AUTHORITY may incur in implementing the VECP, such as testing and evaluation and operating and support costs; and
- A statement of the time by which the proposal must be accepted so as to obtain the maximum price reduction, noting any effect upon the Contract completion time.

**30.2 Acceptance of VECP**

The AUTHORITY may accept or reject part or all of any VECP by giving CONTRACTOR written notice thereof. Until such notice is issued, CONTRACTOR shall remain obligated to perform in accordance with the terms of the Contract. VECPs will be processed expeditiously; however, the AUTHORITY shall not be liable for any delay in acting upon any proposal submitted pursuant to this Subsection. The decision of the AUTHORITY as to acceptance of any such proposal shall be final. The denial of any VECP shall not provide CONTRACTOR with any basis for claim for damages or delay, nor for release from contractual
responsibilities. The AUTHORITY’s acceptance of a value engineering proposal shall not entitle CONTRACTOR to additional compensation or time if the work incorporating the proposal is defective, more expensive, or takes more time.

30.3 VECP Contract Price Adjustment

When a VECP submitted pursuant to this Subsection is accepted:

- An equitable adjustment in the Contract price and in any other affected provisions of the Contract shall be made and the Contract modified in accordance with this Subsection, or other applicable subsections of the Contract.

- The net savings resulting from the change shall be shared between CONTRACTOR and the AUTHORITY on the basis of forty percent (40%) for CONTRACTOR and sixty percent (60%) for the AUTHORITY. Net savings shall be determined by deducting from the estimated gross savings, CONTRACTOR’s reasonable costs of developing and implementing the proposal, including any amount attributable to a subcontractor, and the estimated amount of increased costs to the AUTHORITY resulting from the change, such as review implementation, inspection, related items and AUTHORITY-furnished property. Estimated gross savings shall include CONTRACTOR’s labor, material, equipment, overhead, profit and bond. Gross saving shall be computed by comparing the cost of performing the work under the existing contract with the cost of performing the work as proposed. All costs shall be determined in accordance with Section GC-60 of the General Conditions. The Contract price shall be reduced by the sum of the AUTHORITY’s costs and the AUTHORITY’s share of the net savings.

- CONTRACTOR is entitled to share in instant contract savings only, to the full extent provided for in this Subsection. For purposes of sharing under this Subsection, the term instant contract shall not include any supplemental agreements to or other modifications of the Contract, executed subsequent to acceptance of the particular VECP, by which the AUTHORITY increases the quantity of any item or adds any item.

30.4 Inclusion in Subcontracts

CONTRACTOR shall include value engineering arrangements in any subcontract which, in CONTRACTOR’s judgment, appears to offer sufficient value engineering potential.

30.5 Identical VECP

A VECP identical to one submitted under any other contract, by this or by any other contractor, may also be submitted under the Contract, provided that the proposal originated with such CONTRACTOR and not with the AUTHORITY.

30.6 Restrictions

CONTRACTOR may restrict the AUTHORITY’s right to use any VECP data by marking it with the following statement:

“This data, furnished pursuant to the Value Engineering subsection of the Contract, shall not be duplicated, used or disclosed in whole or in part, for any purpose except to evaluate the VECP, unless the proposal is accepted by the AUTHORITY. The restriction does not limit the AUTHORITY’s right to use information contained in this data if it is or has been obtained, or is otherwise available, from CONTRACTOR or from another source, without limitations. When this proposal is accepted by the AUTHORITY, the AUTHORITY shall have the right to duplicate, use and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any Contract.”

CONTRACTOR shall have no right to share any future savings derived from incorporation of the VECP in future AUTHORITY Contracts.
SC-31 Alternative Materials and Methods of Construction

Whenever the plans or specifications provide that more than one specified method of construction or more than one specified type of material or equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of material or equipment to be used up to CONTRACTOR, it is understood that the AUTHORITY does not guarantee that every specified method of construction or type of material or equipment can be used successfully throughout all or any part of any project.

It shall be CONTRACTOR's responsibility to select and use the alternative or alternatives, which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefor.

SC-32 Construction Equipment

The CONTRACTOR shall comply with all requirements of the Vehicle Code as it applies to its vehicles and equipment utilized on public streets and highways, including loading restrictions.

The CONTRACTOR shall select construction equipment based on low emission factors and high energy efficiency. The CONTRACTOR shall ensure that all construction equipment will be tuned and maintained in accordance with the manufacturer's specifications (Mitigation Measure AQ-2).

The CONTRACTOR shall utilize electric or diesel-powered equipment in lieu of gasoline-powered engines where feasible (Mitigation Measure AQ-3). The CONTRACTOR shall ensure that work crews shut off equipment when not in use (Mitigation Measure AQ-4).

SC-33 Quality Control and Quality Assurance

CONTRACTOR shall at its own expense prepare, submit for the AUTHORITY's acceptance, and implement a Contractor Quality Control Program (CQCP) consistent with the requirements of GC-47, Contractor Quality Control, and the Technical Specifications.

The CONTRACTOR shall be responsible for all of the Contractor Quality Control Program requirements and the AUTHORITY will only perform Quality Assurance tasks, at its discretion and frequency, to assure that the CONTRACTOR is complying with the Quality Control requirements. AUTHORITY may perform independent quality assurance testing and inspections (in addition to the Quality Control testing and inspections that are required to be performed by the CONTRACTOR) to verify accuracy and compliance with the contract requirements.

The CQCP is required to include a listing of Quality Control Check Points with a description of the work items that will be inspected and approved by the CQC Inspectors at each Quality Control Check Point prior to subsequent work proceeding. The listing below contains examples of work elements or conditions that the AUTHORITY would expect to be included in the CQCP as Quality Control Check Points. The AUTHORITY may at any time require that the CONTRACTOR add Quality Control Check Points and corresponding Inspection Checklists to the CQCP.

- Pre-activity meeting agenda and meeting minutes prior to the start of any major work activity.
- At specified intervals of embankment construction.
- At completion of bridge embankment or excavation, and before the start of structure foundation.
- Layout of structure piles, foundations, superstructure elements, civil work, utilities or other work.
- Prior to closing of any form work.
- Prior to any concrete placement (formwork, reinforcing, embeds, shaft conditions, joint lay out, post tension ducts, bearings, etc.).
- Bearings prior to girder / beam erection.
• Sub-grade verification prior to base material or sub-ballast placement.
• Sub-ballast verification prior to rail and ballast placement.
• After falsework is completed and prior to loading.
• Sub-grade or base verification (as applicable) before surfacing placement.
• Verification of trench bottoms for underground utility work.
• After placement of pipe or box culvert sections.
• Prior to backfill operation at any structure, utility or facility.
• Prior to post tension or pre-stress jacking operations.
• Prior to welding.
• Prior to directional boring.
• Paving, prior to any traffic striping.
• Substrate, prior to any specialized work (e.g.: fiber wrap, water proofing, tie-downs, etc.)

Unless a longer notification period is specified elsewhere, the CONTRACTOR shall notify the Engineer a minimum of twenty-four (24) hours prior to the performance of work that requires inspections by the CQC Inspector and completion of a Contractor Quality Control Check Point form, so that the CQC inspection process can be witnessed.

Unless noted otherwise, the CONTRACTOR shall notify the Engineer a minimum of five (5) work days prior to the performance of work that requires inspections by third parties such as BNSF, the City, OCFCD, or utility company, or witnessing of testing by third parties such as BNSF, City, or utility company.

**SC-34 Conformity with Contract Documents and Allowable Deviations**

Work and materials shall conform to the lines, grades, typical cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurement, sampling and testing may be considered evidence as to conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and the Engineer's decision as to any allowable deviations therefrom shall be final.

**SC-35 Use of Materials Found On the Work**

Unless designated as selected material as provided in the Technical Specifications, CONTRACTOR, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material suitable in the opinion of the Engineer as may be found in excavation. CONTRACTOR will be paid for the excavation of those materials at the contract price for the excavation, but CONTRACTOR shall replace at CONTRACTOR's expense with other suitable material all of that portion of the material so removed and used which was contemplated for use in the work, except that CONTRACTOR need not replace, at CONTRACTOR's expense, any material obtained from structure excavation used as structure backfill. No charge for materials so used will be made against CONTRACTOR. CONTRACTOR shall not excavate or remove any material from within the project site that is not within the excavation, as indicated by the slope and grade lines, without written authorization from the Engineer.

**SC-36 Certificates of Compliance**

Reference is made to GC-49, Testing and Certificates of Compliance.

The specifications identify the methods for testing the quality of materials and work. Some of those methods are identified by number and are referred to in the specifications as California Test. Whenever the specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless, otherwise specified:

<table>
<thead>
<tr>
<th>Properties</th>
<th>California Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relative Compaction</td>
<td>216 or 231</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>217</td>
</tr>
<tr>
<td>Resistance (R-value)</td>
<td>301</td>
</tr>
</tbody>
</table>
Whenever a reference is made in the specifications to a California Test by number, it shall mean the California Test in effect on the day the Notice to Bidders for the work is dated.

**SC-37 Environmental Coordination and Cooperation**

**37.1 Environmentally Sensitive Areas**

Not applicable to this project.

**37.2 Environmental Mitigation Measures**

CONTRACTOR shall comply with the following mitigation measures.

**37.2.1 Cultural Resources Mitigation Measures**

If cultural remains are discovered during excavation and/or construction activities, the CONTRACTOR shall comply with section GC-12, Archaeological / Historical Discoveries, of the General Conditions, and all earth moving activity within and around the site area must be diverted until a qualified Archaeologist can assess the find. If human remains are discovered during any construction activities, the CONTRACTOR shall immediately halt all ground-disturbing activity within 50 feet of the remains, and the CONTRACTOR shall immediately notify the County coroner, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California’s Health and Safety Code. If the remains are determined by the County coroner to be Native American, the CONTRACTOR shall notify the Native American Heritage Commission (NAHC) within 24 hours. The CONTRACTOR's earth moving activities shall cease until the NAHC has identified a Most Likely Descendant consistent with and until the guidelines for the treatment and disposition of human remains have been satisfied.

**37.2.2 Geology, Soils, Seismic, Paleontology, and Topographic Mitigation Measures**

**GS-14** The CONTRACTOR shall utilize sulfate resistant concrete and metal protection for underground structures in areas where corrosive ground water or soil could otherwise cause structures to deteriorate.

**37.2.3 Energy Mitigation Measures**

**E-1** The CONTRACTOR shall comply with the area lighting plan that is developed by the City of Placentia that identifies lighting fixtures that are energy efficient, and identifies placement of individual lighting fixtures used for undercrossings that will provide safety lights for pedestrians and motorists.

**E-2** The CONTRACTOR shall prepare a Construction Efficiency Plan that promotes energy efficiency during construction of the project. The plan shall be reviewed and approved by the City of Placentia.

**37.2.4 Natural Communities, Animal and Plant Species Mitigation Measures**

**IS-1** In compliance with EO 13112 on Invasive Species, for landscaping, the CONTRACTOR shall not use species listed as noxious weeds by the California Department of Food and Agriculture (CDFA). In areas of particular sensitivity, the CONTRACTOR shall take extra precautions if invasive species are found in or adjacent to the Orange County Gateway (OCG) project construction areas. These extra precautions include the inspection and cleaning of construction equipment and eradication strategies to be implemented should an invasion occur.
IS-2 The CONTRACTOR shall landscape bare soil with CDFA recommended seed mix from locally adopted species to preclude the invasion of noxious weeds.

IS-4 The CONTRACTOR shall ensure that construction equipment is cleaned of mud or other debris that may contain invasive plants and/or seeds, and inspected to reduce the potential of spreading noxious weeds, before mobilizing to arrive at the construction site and before leaving the construction site.

IS-5 The CONTRACTOR shall ensure that trucks with loads carrying vegetation shall be covered, and vegetative materials removed from the project disturbance limits shall be disposed of in accordance with all applicable laws and regulations.

37.3 Payment

Full compensation for work involved in complying with the requirements in SC-37, Environmental Coordination and Cooperation, of these special conditions shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SC-38 (Not Used)

SC-39 Final Inspection and Acceptance

Reference is made to General Conditions section GC-55, Final Inspection and Acceptance of All or a Portion of the Work, for requirements.

No portions of the work of the project for which the CONTRACTOR may be relieved of the duty of maintenance and protection, as provided in the General Conditions section GC-55.2, are anticipated for this Project.

SC-40 Dust Control

Dust resulting from CONTRACTOR's work either inside or outside the right-of-way or project site, shall be controlled in conformance with the Contract requirements. This work shall consist of applying water, dust palliative, or both, for the alleviation or prevention of dust nuisance.

It is also understood that this requirement will not prevent CONTRACTOR from applying water or dust palliative for CONTRACTOR's convenience if so desired.

Dust resulting from the CONTRACTOR's performance of the work, either inside or outside the right of way, shall be controlled by the CONTRACTOR in conformance with the provisions of the "Legal Relations and Responsibility" Section of the General Conditions.

It is understood that the provisions in Section "Dust Control" will not prevent the CONTRACTOR from applying water or dust palliative for the CONTRACTOR's convenience if the CONTRACTOR so desires.

The CONTRACTOR shall be required to meet or exceed all air quality standards as applicable by law.

During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventive measures using the following procedures, as specified in the SCAQMD's Rule 403 and included below. Additional dust suppression measures in the SCAQMD CEQA Air Quality Handbook are included as part of the project's mitigation, and are also shown below (Mitigation Measure AQ-1). Compliance by the CONTRACTOR with this measure during construction is considered to be included in the prices for the various items of work, and will be verified by the AUTHORITY.

Applicable Rule 403 Measures:
• Apply nontoxic chemical soil stabilizers according to manufacturer’s specifications to all inactive construction areas (previously graded areas inactive for 10 days or more);

• Water active sites at least twice daily (locations where grading is to occur will be thoroughly watered prior to earthmoving);

• All trucks hauling dirt, sand, soil, or other loose materials are to be covered, or should maintain at least 0.6 m (2 ft) of freeboard in accordance with the requirements of California Vehicle Code (CVC) Section 23114 (freeboard means vertical space between the top of the load and top of the trailer);

• Pave construction access roads at least 30.5 m (100 ft) onto the site from main road;

• Traffic speeds on all unpaved roads shall be reduced to 24 km per mile (15 mph) or less.

Additional SCAQMD CEQA Air Quality Handbook Dust Measures:

• Revegetate disturbed areas as quickly as possible;

• All excavating and grading operations shall be suspended when wind speeds (as instantaneous gusts) exceed 40 km per mile (25 mph);

• All streets shall be swept once per day if visible soil materials are carried to adjacent streets (recommend water sweepers with reclaimed water).

• Install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash trucks and any equipment leaving the site each trip.

During clearing, grading, earthmoving, excavation, or transportation of cut or fill materials, water trucks or sprinkler systems shall be used to prevent dust from leaving the site and to create a crust after each day’s activities cease. Watering shall occur at least twice daily with complete coverage, preferably in the late morning and after work is done for the day.

All material transported on-site or off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust. During construction, water trucks or sprinkler systems shall be used to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this would include wetting down such areas in the late morning and after work is completed for the day, and whenever wind exceeds 24 kph (15 mph).

Immediately after clearing, grading, earthmoving, or excavation is completed, the entire area of disturbed soil shall be treated until the area is paved or otherwise developed so that dust generation will not occur.

Soil stockpiled for more than 2 days shall be covered, kept moist, or treated with soil binders to prevent dust generation.

Trucks transporting soil, sand, cut or fill materials, and/or construction debris to or from the site shall be tarped from the point of origin (Mitigation Measure AQ-7). Visible dust beyond the property line emanating from the project shall be prevented to the maximum extent feasible.

Water shall be applied as provided in Section 17, "Watering," of the Caltrans Standard Specifications and dust palliative shall conform to and be applied as provided in Section 18, "Dust Palliative," of the Caltrans Standard Specifications.
No separate payment will be made for work performed or material used to control dust resulting from the CONTRACTOR's performance of the work, either inside or outside the right of way. Full compensation for dust control is considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

**SC-41 Weight Limitations**

Unless expressly permitted in the Technical Specifications, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the project.

**SC-42 Public Convenience and Safety**

42.1 Public Convenience

This Subsection defines CONTRACTOR's responsibility with regard to convenience of the public and public traffic in connection with CONTRACTOR's operations.

Attention is directed GC-38, Public Convenience and Safety, and “Traffic Control/Detouring” of the Technical Specifications for provisions relating to the passage of traffic around the work over detours.

Attention is directed to SC-42.2, Public Safety, of these Special Conditions for provisions relating to the CONTRACTOR's responsibility for the safety of the public. The provisions in SC-42.2 are in addition to the provisions in this SC-42.1 and CONTRACTOR will not be relieved of the responsibilities as set forth in SC-42.2 by reason of conformance with any of the provisions in this SC-42.1.

Attention is directed to SC-43, Flagging, and Section 12 of the Caltrans Standard Specifications for provisions concerning flagging and traffic handling equipment and devices used in carrying out the provisions in this SC-42.1 and SC-42.2.

Attention is directed to Section SC-6 for Order of Work, Working Hours and other Work Restrictions.

In the event of a suspension of the work, attention is directed to GC-69, Suspension of the Work.

The CONTRACTOR shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the contract documents, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Whenever possible, public traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the CONTRACTOR at the CONTRACTOR's expense.

Where possible, existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems. Temporary traffic signals and lighting shall be installed where necessary as shown on the project Plans.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners and property occupants.
Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting roads shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The CONTRACTOR may be required to cover certain signs that regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.

After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in GC-65, Change Requests and Change Directives, and GC-66, Change Order. After subgrade preparation for a specified layer of material has been completed, CONTRACTOR shall, at CONTRACTOR's expense, repair any damage to the roadbed or completed subgrade, including damage caused by CONTRACTOR's operations or use by public traffic.

While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least two (2) lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress.

CONTRACTOR shall furnish flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls, and the cost thereof will be paid for by the CONTRACTOR. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of CONTRACTOR's equipment from one portion of the work to another shall be governed in accordance with the one-way controls.

Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in SC-40, Dust Control.

The cost of furnishing flaggers for the sole convenience and direction of public traffic to facilitate the CONTRACTOR's work efforts will be at the CONTRACTOR's expense and be considered to be included in the price bid for TRAFFIC MANAGEMENT AND TRAFFIC CONTROL, and no additional compensation will be allowed therefor.

Whenever a section of surfacing, pavement or the deck of a structure has been completed, CONTRACTOR shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case CONTRACTOR will not be allowed any compensation due to any delay, hindrance or inconvenience to CONTRACTOR's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public
traffic, within the limits of that use. CONTRACTOR will not be relieved of any other responsibility under the contract nor will CONTRACTOR be relieved of cleanup and finishing operations.

Except as otherwise provided in this Section SC-42.1 or otherwise in these Special Conditions, full compensation for conforming to the provisions in this Section SC-42.1 shall be considered as included in the various contract items of work involved, and no separate payment or additional compensation will be allowed therefor.

42.2 Public Safety

It is CONTRACTOR's responsibility to provide for the safety of traffic and the public during construction.

Attention is directed to GC-45, Protection and Restoration of Property, and SC-1, Indemnification.

Attention is directed to SC-42.1, Public Convenience, for provisions relating to CONTRACTOR's responsibility for providing for the convenience of the public in connection with CONTRACTOR's operations.

Attention is directed to Section 12 of the Caltrans Standard Specifications, for provisions concerning flagging and traffic handling equipment and devices used in carrying out the provisions of SC-42.1 and SC-42.2.

Attention is directed to EXHIBIT B-1 of the Technical Specifications for additional provisions related to traffic control devices, maintaining traffic, and maintaining pedestrians.

Whenever CONTRACTOR's operations create a condition hazardous to traffic or to the public, CONTRACTOR shall, at CONTRACTOR's expense and without cost to the AUTHORITY, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

CONTRACTOR shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

(1) Excavations. The near edge of the excavation is 12 feet or less from the edge of the lane, except:
   a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
   b. Excavations less than 1 foot deep.
   c. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 1 foot in diameter.
   d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
   e. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
   f. Excavations protected by existing appropriate barrier or railing.

(2) Temporarily Unprotected Permanent Obstacles. The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and CONTRACTOR elects to install the obstacle prior to installing the protective system; or CONTRACTOR, for CONTRACTOR's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

(3) Storage Areas. Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Contract Documents.
The approach end of temporary railing (Type K) installed in conformance with the provisions in this section shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 1 foot longitudinally with respect to the edge of the traffic lane. If the 15 foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12 of the Caltrans Standard Specifications.

The Caltrans Standard Specifications are amended to require that each rail unit placed within 10 feet of a traffic lane shall have a reflector installed on top of the rail as directed by the Engineer. A Type P marker panel shall also be installed at each end of railing installed adjacent to a two-lane, two-way highway and at the end facing traffic of railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, the marker shall be installed at the end of the skew nearest the traveled way. Type P marker panels shall be furnished by the CONTRACTOR.

Reflectors on temporary railing (Type K) shall conform to the provisions of the Technical Specifications.

Temporary crash cushion modules shall conform to the provisions of the Technical Specifications.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas CONTRACTOR shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these contract documents:

- Approach speed of public traffic (Posted Limit over 45 MPH) - Work areas can be within 6 feet of a traffic lane but not on a traffic lane.
- Approach speed of public traffic (Posted Limit between 35 and 45 MPH) - Work areas can be within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, CONTRACTOR shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section, “Public Safety,” including furnishing and installing temporary railing (Type K) and temporary crash cushion modules not shown on the contract plans, shall be considered as included in the unit prices bid for "Traffic Control System for Lane Closure,” and no additional compensation will be allowed therefor.

Temporary fences, railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by CONTRACTOR, at CONTRACTOR's expense to perform the work, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Contract Documents.
Pedestrian access facilities shall be provided through construction areas within right of way as specified herein. The surface shall be skid resistant and free of irregularities. Hand railings shall be provided on each side of walkway as necessary to protect pedestrian traffic from hazards due to construction operations. Protective overhead covering shall be provided as necessary to ensure protection from falling objects and drip from overhead structures. Railing shall be constructed of wood, S4S, and shall be painted white. Railing, overhead cover, and walkways shall be maintained in good condition and shall be kept clear of obstructions.

Full compensation for conforming to the provisions in this section, “Public Safety,” related to pedestrian facilities and protection not shown on the contract plans, shall be considered as included in the unit prices bid for Construction Staging and Traffic Handling, and no additional compensation will be allowed therefore.

The CONTRACTOR shall also furnish at the CONTRACTOR's expense such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered to facilitate the CONTRACTOR's work efforts. Full compensation for flaggers shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current Manual of Traffic Controls. Signs or other protective devices furnished and erected by CONTRACTOR, at CONTRACTOR's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by CONTRACTOR, at CONTRACTOR's expense, shall be approved by the Engineer as to size, wording and location.

All lighting used during construction shall be cast toward the construction activity and avoid spillover onto sensitive viewer groups (e.g., residents and motorists).

The installation of general roadway illumination shall not relieve CONTRACTOR of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.

Construction equipment shall enter and leave the roadway and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

CONTRACTOR's trucks or other mobile equipment which leave a roadway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, CONTRACTOR's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Lanes, driveways and shoulders shall be closed in accordance with the details shown on the plans and as provided in these specifications.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when construction operations are suspended for any reason, CONTRACTOR shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Temporary facilities that CONTRACTOR uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.
Temporary facilities that could be a hazard to public safety if improperly designed shall comply with design requirements specified in the contract for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval pursuant to SC-10, Contract Data Submission Requirements. The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.

Should CONTRACTOR appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by CONTRACTOR at CONTRACTOR's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve CONTRACTOR from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities by extra work or by contract item shall not relieve the CONTRACTOR from the responsibility as provided in this SC-42.2.

Except as otherwise provided in this SC-42.2, full compensation for conforming to all of the provisions in this SC-42.2 shall be considered as included in the various contract items of work involved, and no separate payment or and no additional compensation will be allowed therefor.

**SC-43 Flagging**

Attention is directed to SC-42.1, Public Convenience, and SC-42.2, Public Safety. Flaggers, while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with the current "Instructions to Flaggers" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by CONTRACTOR at CONTRACTOR's expense.

The cost of furnishing all flaggers, including transporting flaggers, to provide for public traffic through the work under the provisions in SC-42.1 and SC-42.2 will be borne by the CONTRACTOR. The cost of providing stands or towers for use of flaggers shall be considered included in the unit prices bid for Construction Staging and Traffic Handling, and no additional compensation will be allowed therefor.

**SC-44 Clearing and Grubbing**

Clearing and grubbing shall conform to the provisions in Section 300-1 of the Greenbook Standard Specifications and these Special Conditions.

Attention is directed to SC-14 and GC-9 regarding Aerial Deposited Lead.

Clearing and grubbing operations shall result in no visible dust. No material containing lead shall be deposited on public roads. CONTRACTOR shall indemnify AUTHORITY from any costs due to any discharge of material containing lead.

Vegetation and trees shall be cleared and grubbed only within the excavation and embankment slope lines. At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 5 feet outside the physical limits of the project site. Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from CONTRACTOR's operations, except trees and vegetation overhanging the railroad right-of-way which shall be trimmed to the right-of-way line where noted on the Plans.
Activities controlled by CONTRACTOR, except cleanup or other required work, shall be confined within the project site.

Nothing herein shall be construed as relieving CONTRACTOR of the responsibility for continuous and final cleanup of the roadways and project site as provided in GC-53, Cleanup, and GC-55, Final Inspection and Acceptance of All or a Portion of the Work.

The work shall include, but not be limited to the following items:

**CLEARING AND GRUBBING**

All clearing and grubbing required for the railroad bridge (grade separation structure).

Removal of all shrubs and similar growth within the construction limits of the project at the direction of the Engineer.

Removal of trees within the excavation and embankment slope lines or shown on the plans to be removed and disposed of trees off site, as described below.

Furnishing, developing, applying and providing watering equipment for the entire project per "Work Site Maintenance" of the Greenbook Standard Specifications, where separate payments for water would otherwise be required.

Protection of all chain link fences, concrete slabs, planters and other public and or private improvements, unless being removed as part of the project construction. The CONTRACTOR shall replace these items if damaged with new material equal to the original, as required by the Engineer.

Protection of all landscaping and irrigation within project limits, unless designated on the plans for removal. All landscaping and irrigation system damaged during construction shall be replaced with new material equal to the original or better.

Removal and disposal of all existing facilities not specifically mentioned herein, or included in a specific bid item, found within the work limits or as noted on the Plans or as directed by the Engineer. This shall include such items as abandoned telephone ducts, abandoned gas lines, water lines, irrigation pipes, sewer lines, gas lines, and oil lines which are not removed by the utility company.

Removal and disposal of unsuitable and excess material not specifically mentioned herein, or included in a specific bid item, found within the work limits or as noted on the Plans or as directed by the Engineer.

Saw cutting asphalt concrete and PCC, along join lines and removal areas, and when required by the Plans or as directed by the Engineer.

This shall include placement of pipes and use of pumps to maintain existing flows until construction of the new storm drain system is completed, excluding the use of the proposed pumping station plant prior to completion of the project.

**TREE REMOVAL**

Existing trees within the excavation and embankment slope lines or where shown on the plans to be removed shall be removed and disposed of unless otherwise stated herein or on the plans or as directed by the Engineer.

Unless indicated otherwise on the plans, removal of trees shall be removed and disposed of in the same manner specified in Section 300.1 “Clearing and Grubbing” of the Greenbook Standard Specifications and these Specifications.
All tree removal, regardless of height and tree trunk dimensions will be paid for under Clearing and Grubbing.

Holes resulting from the removal of trees, outside of the slope lines, shall be backfilled the same day the trees are removed. Soil consistent with the surrounding area shall be used to backfill these holes. The backfill shall be graded to conform with the adjacent existing grade.

Removal of trees adjacent to any structure will include, vertically saw cutting the roots away from the structure to 3 feet below finish grade before actual removal.

WITHIN RAILROAD RIGHT-OF-WAY

Clearing and grubbing of areas where the excavated material is to be used to fill embankments of all objectionable material to the full depth and width of the excavation. Areas that are to be excavated and the material wasted shall not be cleared unless specifically requested by the Engineer.

Roots or other vegetation more than 3 inches in diameter existing below the finished surface of excavated sections shall be removed to a depth of 6 inches below the finished surface. There will be no allowance for any grubbing required below such finished surface. All such grubbing below the finished surface shall be considered incidental to clearing and grubbing, and shall be included in the bid item cost for clearing and grubbing.

Clearing and grubbing of all areas that will be beneath embankments of all vegetation and roots to a depth of 6 inches below the ground surface. For embankments 3 feet and less, roots that are over 3 inches in diameter shall be removed to a depth of 6 inches below ground surface.

Remove all rubbish in embankment areas.

Clearing designated portions of the right-of-way other than excavations, borrow areas, and embankments, level with ground surface by cutting and removal of all trees (standing or fallen), stumps, undergrowth, brush, vines, roots, and other vegetation, trash, or objectionable materials so that no obstruction will interfere with machine or hand mowing of cleared areas. Cleared areas shall be left smooth and free of obstructions that will impound water.

Complete clearing and grubbing work far enough in advance of other operations to permit the placement of construction stakes.

Trees or other growth outside the limits designated for clearing and grubbing shall be preserved and protected from damage during construction operations. If rare or endangered plants or artifacts are encountered during construction, work shall stop in the vicinity of the find, and the Contractor shall notify the Engineer of said find before disturbance.

Trimming of trees and vegetation overhanging the railroad right-of-way, as noted on the Plans.

Disposal of cleared or grubbed material off site in a legal manner. No material will be disposed of in the footprint of the excavation /embankment.

Payment for the Clearing and Grubbing work will be as indicated in EXHIBIT B-1 of the Technical Specifications.

The CONTRACTOR’s LUMP SUM bid amount for the CLEARING AND GRUBBING pay item shall not be more than Seven Hundred Thousand Dollars ($700,000.00). If the cost to satisfy the CLEARING AND GRUBBING requirements exceeds that dollar amount, the excess cost shall be considered as included in
the prices paid for the various other items of work, and no additional compensation shall be allowed therefor.

The CONTRACTOR’s LUMP SUM bid amount for the CLEARING AND GRUBBING (CHANNEL) pay item shall not be more than Ten Thousand Dollars ($10,000.00). If the cost to satisfy the CLEARING AND GRUBBING (CHANNEL) requirements exceeds that dollar amount, the excess cost shall be considered as included in the prices paid for the various other items of work, and no additional compensation shall be allowed therefor.

Unless otherwise specified in the Special Conditions, the work of clearing and grubbing disposal sites or material sites will not be paid for when the sites are outside the right of way or project site and CONTRACTOR is permitted to exercise the option as to whether or not CONTRACTOR elects to use the disposal sites.

SC-45 Equipment and Plants

Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project. Plants shall be designed and constructed in accordance with general practice for the equipment and shall be of sufficient capacity to ensure the production of sufficient material to carry the work to completion within the time limit.

The CONTRACTOR shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

The CONTRACTOR shall identify each piece of equipment other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Engineer a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross mass of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross mass shall be either the manufacturers rated mass or the scale weight, expressed in tons or pounds.

The make, model, serial number and manufacturer's rated capacity for each scale shall be clearly stamped or stenciled on the load receiving element and its indicator or indicators. All meters shall be similarly identified, rated and marked. Upon request of the Engineer, the CONTRACTOR shall furnish a statement by the manufacturer, designating sectional and weighbridge capacities of portable vehicle scales.

SC-46 Preservation of Property

Attention is directed to GC-45, Protection and Restoration of Property.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified, and are injured or damaged by reason of the CONTRACTOR's operations, shall be replaced by the CONTRACTOR.

The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be 5 gallon container. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center.

Replacement planting shall conform to the requirements in Section 212 and 308 of the Greenbook Standard Specifications. CONTRACTOR shall water replacement plants in conformance with the provisions in Plant Establishment/Maintenance of the Technical Specifications.

Protection of existing trees shall include protective fencing 4 feet high as close as practical to the drip line of the tree. Fencing shall remain in place for the duration of the work. No fill material shall be placed on tree trunks, nor shall construction vehicles be parked nor materials stored under the tree canopy.
Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in GC-51. Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than twenty (20) working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition. All landscaping within any project temporary construction easement (TCE) or property of which the AUTHORITY has been granted a permit to enter during the construction period shall be left, upon project completion, in a condition equal to or better than the pre-existing construction condition. Landscaping, hardscape, etc. which is damaged shall be replaced in these areas at the CONTRACTOR’s expense. Full compensation for furnishing all labor, materials, equipment and incidentals, and for doing all work involved shall be considered as included in the prices for the various contract items of work and no additional compensation will be allowed therefor.

SC-47 Temporary Signing

47.1 Construction Project Information and Funding Identification Sign

The CONTRACTOR shall furnish and install a total of two (2), Type H, 84 inch by 78 inch Construction Project Information and Funding Identification signs at locations designated by the Engineer, one sign for each direction of travel, before starting major construction activities visible to roadway users. Upon completion of the project, the Contractor shall remove and dispose of Construction Project Information and Funding Identification signs.

The CONTRACTOR shall coordinate with the AUTHORITY for design requirements including: agency logos, temporary mounting system, and exact locations.

The CONTRACTOR shall submit shop drawings of the sign lettering and graphics, posts, and foundation, in accordance with the Special Conditions. AUTHORITY will provide minor adjustments to text and graphics, if necessary, during the submittal review process. Adjustments to text and graphics will be made by the CONTRACTOR at no additional cost when ordered by the AUTHORITY before the signs are fabricated.

Payment for CONSTRUCTION PROJECT INFORMATION AND FUNDING IDENTIFICATION SIGN shall be at the contract price per EACH, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in CONSTRUCTION PROJECT INFORMATION AND FUNDING IDENTIFICATION SIGN, including engineering design, shop drawings, fabrication, excavation, backfill, concrete foundation, posts, installation, maintenance, and removal, complete in place, as shown on the Plans, as described by the drawing on the next page, as specified in these Special Conditions, and as directed by the Engineer. The CONSTRUCTION PROJECT INFORMATION AND FUNDING IDENTIFICATION SIGN PAY ITEM is not subject to price adjustment for quantity increases or decreases per section GC-57 of the General Conditions.

Payment for each CONSTRUCTION PROJECT INFORMATION AND FUNDING IDENTIFICATION SIGN will be made once. If the sign is moved to another location, no additional payment will be made to the CONTRACTOR for relocation or reinstallation of the same sign.
CONSTRUCTION PROJECT INFORMATION AND FUNDING IDENTIFICATION SIGN

GENERAL SIGN SPECIFICATION

DESIGN NOTES:
1. Main Text (example: ORANGETHORPE AVENUE GRADE SEPARATION PROJECT) use 6” Series D text minimum.
2. Completion Date Text (example: COMPLETION 2015) Use 8” Series D text minimum for all text. Optionally, if “COMPLETION” is used on a separate line and to the left or right of a logo, it may be used as small text, 4” Series D minimum.
3. All funding agency participant logos are to be displayed.
4. Individual logo height variable up to 23” maximum.
5. OCTA logo shall be displayed as the uppermost and leftmost logo amongst a group or groups of logos.
6. Overall sign size shall not exceed 11’ x 11’ (132” x 132”).

FABRICATION NOTES:
1. Vector files for logos to be supplied to the sign manufacturer upon request.
3. Comply with ASTM Type II retroreflective sheeting (or higher grade) for all colors except black.
4. Legend and artwork may be transparent film, ink, or applied decals.
5. Overlay entire sign face with premium grade graffiti film.
6. Comply with retroreflective sheeting manufacturer’s recommendations for transparent film, ink, applied decals, and graffiti film.

COLORS: BORDER – PURPLE (PANTONE #520)
LEGEND – BLACK, WHITE, AND ORANGE
BACKGROUND – PURPLE (PANTONE #520) AND WHITE
OCTA LOGO – BLUE (PANTONE #293)
SC-49 Measurement of Quantities

All work to be paid for at a contract price per unit of measurement will be measured by the Engineer in accordance with the United States System of Units.

Unless shipped by rail, material paid for by mass shall be weighed on scales furnished by and at the expense of the CONTRACTOR or on other sealed scales regularly inspected by the Division of Measurement Standards or its designated representative.

Weighing, measuring and metering devices used to measure the quantity of materials used in the work shall be suitable for the purpose intended and shall conform to the tolerances and specifications as outlined in the California Code of Regulations, the provisions of the California Business and Professions Code, and these specifications. Devices not Type-approved by the Division of Measurement Standards shall be Type-approved in conformance with the requirements in California Test 109.

Elements of the material plant controller that affect the accuracy or delivery of data shall be made available for the application of security seals. These devices will be inspected and adjusting elements sealed prior to the first production of materials for the contract. The security seals will be furnished by the Engineer. Material production shall cease when alteration, disconnection or otherwise manipulation of the security seals occur, and production shall not resume until the device is inspected and resealed by the Engineer.

Weighing, measuring or metering devices used to determine the quantity of materials to be paid for will be considered to be "commercial devices" and shall be sealed by the Division of Measurement Standards or its authorized representative as often as the Engineer may deem necessary. The installation of all portable vehicle scales must be approved by the Engineer prior to sealing.

Vehicle scales shall be of sufficient size to permit the entire vehicle or combination of vehicles to rest on the scale deck while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. The maximum concentrated load shall not exceed the manufacturer's designed sectional capacity of the scale.

Weighing, measuring or metering devices required by these specifications for the purpose of proportioning a material or product will be considered to be "non commercial devices" and shall be tested and approved in conformance with the requirements in California Test 109. This testing shall be done by one of the following, in the presence of the Engineer, as often as the Engineer deems necessary:

1. A County Sealer of Weights and Measures;
2. A Scale Service Agency;
3. A Division of Measurement Standards Official.

The CONTRACTOR shall notify the Engineer at least twenty-four (24) hours in advance of testing the device.

The CONTRACTOR shall bear the expense of all service fees for testing and approving of "non-commercial devices." The cost of the equipment, labor and materials furnished by the CONTRACTOR to assist in the testing of weighing, measuring or metering devices will be considered as included in the contract prices paid for the various contract items of work requiring the weighing, measuring or metering and no separate payment will be made therefor.

Whenever pay quantities of material are determined by weighing, the scales shall be operated by a weigh-master licensed in conformance with the requirements in the California Business and Professions Code. The CONTRACTOR shall furnish a Public weigh-master's certificate or certified daily summary weigh
sheets. A representative of the AUTHORITY may, at the discretion of the Engineer, be present to witness the weighing and to check and compile the daily record of the scale weights.

When required by the Engineer, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver that slip to the Engineer at the point of delivery of the material.

If material is shipped by rail, the car mass will be accepted provided that actual mass of material only will be paid for and not minimum car mass used for assessing freight tariff, and provided further that car mass will not be acceptable for material to be passed through mixing plants.

Vehicles used to haul material being paid for by mass shall be weighed empty daily and at additional times as the Engineer may direct. Each vehicle shall bear a plainly legible identification mark. Vehicles may from time to time be required by the Engineer to have the mass of the material to be paid for verified by weighing the empty and loaded vehicle on such other scales as the Engineer may designate.

Materials which are specified for measurement by the cubic yard "measured in the vehicle" shall be hauled in vehicles of such type and size that the actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery. Loads hauled in vehicles not meeting the above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for that material.

When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the CONTRACTOR in writing and approved by the Engineer in writing, the material will be weighed in accordance with the requirements specified for mass measurement and the mass will be converted to volume measurement for payment purposes. Factors for conversion from mass measurement to volume measurement will be determined by the Engineer and shall be agreed to by the CONTRACTOR before that method of measurement of pay quantities will be adopted.

Quantities of material wasted or disposed of in a manner not called for under the contract; or rejected loads of material, including material rejected after it has been placed by reason of the failure of the CONTRACTOR to conform to the provisions of the contract; or material not unloaded from the transporting vehicle; or material placed outside of the lines indicated on the plans or established by the Engineer; or material remaining on hand after completion of the work will not be paid for, and those quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing of rejected material.

The mass of all aggregate or other roadway material which is to be paid for on a mass basis, except imported borrow, imported topsoil, straw, fiber, aggregate subbases, aggregate bases or aggregate for cement treated bases, will be determined by deducting from the mass of material, the mass of water in the material at the time of weighing in excess of three percent (3%) of the dry mass of the material. When imported borrow, imported topsoil or aggregate subbase is being paid for on a mass basis, the mass to be paid for will be determined by deducting from the mass of the material, the mass of water in the material at the time of weighing in excess of six percent (6%) of the dry mass of the material. When straw is being paid for on a mass basis, the mass to be paid for will be determined by deducting from the mass of straw, the mass of water in the straw at the time of weighing in excess of fifteen percent (15%) of the dry mass of the straw. When fiber is being paid for on a mass basis, the mass of water in the fiber at the time of weighing shall not exceed fifteen percent (15%) of the dry mass of the fiber. No deduction will be made for the mass of water in fiber. The percentage of water in the material shall be determined by California Test 226. The mass of aggregate base and aggregate for cement treated bases which are to be paid for on a mass basis, will be determined as provided in the Standard Specifications.

The mass of water deducted as provided in this Section will not be paid for.
Full compensation for all expense involved in conforming to the requirements specified in this Section shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional compensation will be allowed therefor.

SC-50 (Not Used)

SC-51 Abbreviations

Each abbreviation signifies the following:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAN</td>
<td>American Association of Nurserymen.</td>
</tr>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials.</td>
</tr>
<tr>
<td>AISC</td>
<td>American Institute of Steel Construction.</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute.</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute.</td>
</tr>
<tr>
<td>APHA</td>
<td>American Public Health Association.</td>
</tr>
<tr>
<td>API</td>
<td>American Petroleum Institute.</td>
</tr>
<tr>
<td>AREA</td>
<td>American Railway Engineering Association.</td>
</tr>
<tr>
<td>AREMA</td>
<td>American Railway Engineering and Maintenance-of-Way Association</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers.</td>
</tr>
<tr>
<td>AWG</td>
<td>American Wire Gage.</td>
</tr>
<tr>
<td>AWPA</td>
<td>American Wood-Preservers' Association.</td>
</tr>
<tr>
<td>AWS</td>
<td>American Welding Society.</td>
</tr>
<tr>
<td>AWWA</td>
<td>American Water Works Association.</td>
</tr>
<tr>
<td>EIA</td>
<td>Electronic Industries Association.</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers.</td>
</tr>
<tr>
<td>NEMA</td>
<td>National Electrical Manufacturers Association.</td>
</tr>
<tr>
<td>UL</td>
<td>Underwriters' Laboratories Inc.</td>
</tr>
</tbody>
</table>

SC-52 Units of Measurement

Some of the symbols for units of measurement used in the specifications and in the Summary of Quantities and Prices are defined as follows. The symbols for other units of measurement used in the specifications are as defined in the various specifications and tests referenced in the specifications.

<table>
<thead>
<tr>
<th>Symbols as used in the Specifications, Quantities and Prices</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACRE</td>
<td>acre</td>
</tr>
<tr>
<td>angle point</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>amperes</td>
</tr>
<tr>
<td>CF</td>
<td>cubic foot</td>
</tr>
<tr>
<td>CY</td>
<td>cubic yard</td>
</tr>
<tr>
<td>delta</td>
<td></td>
</tr>
<tr>
<td>Ø</td>
<td>diameter</td>
</tr>
<tr>
<td>Symbols as used in the Specifications, Quantities and Prices</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>EA each</td>
<td></td>
</tr>
<tr>
<td>' or ft foot/feet</td>
<td></td>
</tr>
<tr>
<td>/ fraction</td>
<td></td>
</tr>
<tr>
<td>g gram</td>
<td></td>
</tr>
<tr>
<td>GAL gallon</td>
<td></td>
</tr>
<tr>
<td>h or H hour</td>
<td></td>
</tr>
<tr>
<td>&quot; or in inch(ies)</td>
<td></td>
</tr>
<tr>
<td>ksi kips per square inch</td>
<td></td>
</tr>
<tr>
<td>LS lump sum</td>
<td></td>
</tr>
<tr>
<td>LF linear foot</td>
<td></td>
</tr>
<tr>
<td>LNMI lane mile</td>
<td></td>
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<tr>
<td>MI mile</td>
<td></td>
</tr>
<tr>
<td>mm millimeter</td>
<td></td>
</tr>
<tr>
<td>x multiplied by</td>
<td></td>
</tr>
<tr>
<td>Ω ohm</td>
<td></td>
</tr>
<tr>
<td>% percentage</td>
<td></td>
</tr>
<tr>
<td>LB pound</td>
<td></td>
</tr>
<tr>
<td>pcf pounds per cubic foot</td>
<td></td>
</tr>
<tr>
<td>s second</td>
<td></td>
</tr>
<tr>
<td>SQFT square foot</td>
<td></td>
</tr>
<tr>
<td>SQYD square yard</td>
<td></td>
</tr>
<tr>
<td>STA station (100 feet)</td>
<td></td>
</tr>
<tr>
<td>ton or TON 2,000 pounds</td>
<td></td>
</tr>
<tr>
<td>TAB tablet</td>
<td></td>
</tr>
<tr>
<td>MFBM thousand foot board measure</td>
<td></td>
</tr>
<tr>
<td>MSYD thousand station yard</td>
<td></td>
</tr>
<tr>
<td>V volt</td>
<td></td>
</tr>
<tr>
<td>W watt</td>
<td></td>
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</tbody>
</table>

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