

SECTION VIII: PROJECT SPECIFICATIONS - EXHIBIT B



ORANGE COUNTY TRANSPORTATION AUTHORITY

**LIQUEFIED NATURAL GAS (LNG)
UNDERGROUND STORAGE TANKS REMOVAL
AT
GARDEN GROVE AND ANAHEIM BUS BASES**

PROJECT SPECIFICATIONS

IFB-7-1756

June 2017

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ORANGE COUNTY TRANSPORTATION AUTHORITY

**LIQUEFIED NATURAL GAS (LNG) UNDERGROUND STORAGE TANKS REMOVAL
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**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contract documents: The Contractor shall obtain all copies of the Contract Drawings and Specifications including all addenda through the OCTA CAMMNET website, as required to perform the work. The cost for obtaining any additional documents required for the contractor shall be included in the bid price and no additional compensation will be allowed.
- B. All drawings, specifications, and other contract documents, and copies furnished by the Authority are its property. They are not to be used on other work and with the exception of signed contract sets are to be returned to the Authority upon request at the completion of the work. The location of the work, its general nature and extent, and the form and general dimensions of the project and appurtenant works are shown on the contract drawings which are hereby made a part of these specifications as listed herein.
- C. The general intent of the contract, specifications, drawings, and other contract documents is that the Contractor shall:
 - 1. Furnish tools, qualified labor, material, equipment, qualified superintendence, and services, assurances and guarantees, and assumptions of risk and responsibility, necessary for the performance of the Work as set forth in the contract documents unless otherwise specifically provided.
 - 2. Begin work promptly and proceed expeditiously and continuously without cessation or shutdown of Work unless otherwise specifically approved in writing by the OCTA Engineer, or directed by the contract documents.
 - 3. Perform, complete, and make ready for its intended purpose, within the times specified, including additional times provided for certain conditions, the work or parts thereof covered by the contract, all in accordance with drawings, specifications, and modifications thereto and directions or instructions the OCTA Engineer may give to supplement the drawings and specifications. The Contractor shall retain sole responsibility and expense for quality control of the work.
- D. Words and abbreviations which have well-known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.
- E. The organization of the specifications into divisions, sections, parts, and paragraphs, and the arrangement of the drawings, shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by

any trade. Study and compare the contract documents and immediately report to the OCTA Engineer any error, inconsistency, or omission that may be discovered. Contractor shall be liable to OCTA for damage resulting from unreported errors, inconsistencies, or omissions in the contract documents.

F. It will be the responsibility of the Contractor to stage the construction activities at the project site, using the Site Specific Work Plan process (SSWP)

G. Ownership of Materials:

1. Materials furnished by the Contractor under this contract shall become the property of the OCTA.

H. General Summary of Work:

This project is classified as "Capital Improvement Project" and contractor is required to meet all Capital Improvement Project safety requirements specified in OCTA's Level 3 Health, Safety and Environmental Specifications.

1. Work to be performed by Contractor shall consist of the construction of the work shown on the drawings and in the specifications.
2. The descriptions provided in this section are general in nature and are not meant to detail all work required by the contract documents.
3. The work under this contract consist of Removal of underground Liquefied Natural Gas (LNG) tanks (two approximately 25,000 gallon tanks each) at the following Bus Bases located at:
 - a. Phase 1:
Garden Grove Bus Base
11790 Cardinal Circle
Garden Grove, CA 92843.
 - b. Phase 2:
Anaheim Bus Base
1717 East Via Burton
Anaheim, CA 92803
4. The contractor shall perform and complete all work at Garden Grove Bus Base as part of Phase 1 work before starting work at Anaheim Bus Base as part of Phase 2 work.

I. Other features of the work include, but are not limited to, the following:

1. Maintain approved phased demolition and construction plan to minimize impact to the bus base operation. The bus base areas outside of the construction areas shown on project plans and specifications shall remain fully functional at all times.
2. Maintain and restore existing utilities.
3. Contractor shall locate all underground utilities within a 200 ft radius of the project site using non-destructive methods.
4. Install all required safety measures before removing and transporting underground LNG storage tanks.
5. Remove and reconstruct reinforced concrete pavement.
6. Utilize existing buried steel sheet piling shoring system for removal of underground LNG tanks.
7. Remove two 160 gallon above ground hydraulic oil tanks attached to hydraulic power units at each location
8. Liquid nitrogen skid mounted tanks (two at each location) to be removed by OCTA (outside vendor). The CONTRACTOR shall coordinate the tanks removal schedule.
9. Remove LNG dispensing systems to be removed including dispensers, conditioning heaters, piping, and all appurtenances.
10. Flash fill abandoned/remaining piping with cement slurry as permitted by the regulatory agencies
11. All excavations and removals shall be back filled with suitable soil and new concrete including the flatwork and curbs at the pit locations shall be constructed to the lines and grades of existing adjacent flatwork and curbs.
12. After installation of new concrete pavement, flatwork, curbs new pavement striping and markings shall be installed.
13. Masonry walls and its footing, the existing canopy and its supports shall be removed.
14. The existing light pole adjacent to the LNG station shall be temporary removed, stored, and reinstalled.
15. All other elements and equipment to remain in place shall be protected and remain functional at all times.

16. Complete mobilization and demobilization.
17. Obtaining of necessary construction and related permits from various jurisdictional agencies. Contractor shall be responsible for all related fees from various jurisdictional agencies.
18. Obtain and pay for all licenses required by all jurisdictions associated with the approval and requirements of the project.

1.02 INTENT OF DRAWINGS AND SPECIFICATIONS

- A. The intent of the drawings and specifications is to prescribe the details for construction and completion of the work that the Contractor undertakes to perform in accordance with the terms of the Contract. Where the drawings or specifications describe portions of the work in general terms, but not complete detail, it is understood that only the best industry practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and perform all the work involved in executing the contract in a satisfactory and workmanlike manner.
- B. Drawings and specifications are essential parts of the Contract, and a requirement indicated in one is binding as though indicated in all. They are intended to be complementary and to describe and provide for the complete work.
- C. Summaries or introductory descriptions of the work of individual sections do not limit requirements. The Contractor's responsibilities include all requirements for proper execution of the work.
- D. Division 01 of the specifications applies to all divisions. Comply with Division 01 requirements whether or not referenced in individual sections in Divisions 02-49.
- E. References to the singular include the plural and do not imply that only one unit of a product is required.
- F. Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.
- G. Unless a requirement is specified to apply for a limited time, it applies for the duration of the work.
- H. "Including," "such as," "as follows," and similar terms do not limit the meaning to only items listed. The phrase "but not limited to" is understood to follow these expressions.
- I. All items in a list apply unless the items are specified as choices.

1.03 REFERENCE MATERIAL

- A. Reference specifications or standards referred to in the plans or specifications shall be the most recent version developed as of Contract award. Where referenced standards refer to the "specifications" or the "special conditions," this shall be understood by Contractor to mean the drawings and specifications of this contract. Contractor is responsible to obtain all reference material at its own expense and to make itself familiar with the requirements therein.

1.04 PROJECT ACCESS AND CONTRACT LIMITS

- A. Contractor shall submit a transportation plan outlining access to the job site and maintaining the facility operational at all times.
- B. Construction activity shall be within the normal work hours between 7:00 am to 3:30 pm Monday through Friday. Construction area shall be cordoned off using temporary barriers and chain link fencing. See project plans for additional information on phasing and work windows.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this section.

END OF SECTION

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**SECTION 01 14 22
RULES AND HOURS OF OPERATION**

PART 1 – GENERAL

1.01 SUMMARY

- A. This section outlines rules and hours of operation to which Contractor shall conform during the execution of the work under this contract.

1.02 REFERENCE STANDARDS

- A. Comply with the provisions of applicable local, State, and Federal codes, specifications, standards, and recommended practices, and with OCTA policy, including:
 - 1. SSPWC: Public Works Standards, Inc., Standard Specifications for Public Works Construction.
 - 2. Caltrans: California Department of Transportation, Trenching and Shoring Manual.
 - 3. Cal/OSHA: California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) regulations.
 - 4. OSHA: Federal Occupational Safety and Health Administration regulations.

1.03 SUBMITTALS

- A. Site Specific Work Plan (SSWP) containing the information specified herein.

1.04 PROJECT COORDINATION

- A. Cooperate with the OCTA Project Manager in all matters requiring coordination.
- B. Coordinate execution of the work with the OCTA Project Manager to eliminate or minimize to the greatest extent possible interference with bus operations.
- C. Keep OCTA Project Manager fully informed regarding all work.

1.05 CONTRACTOR'S RESPONSIBILITY

- A. Perform work in accordance with the contract and all applicable codes, ordinances, rules, regulations, orders, and other legal requirements of governmental bodies and public agencies having jurisdiction, including the OCTA.
- B. Damage caused by Contractor to third-party property, signal and communications equipment, or other facilities shall be repaired at Contractor's expense to a condition equal or better than the condition prior to Contractor entry and as accepted by the OCTA Project Manager. At the sole discretion of the OCTA Project Manager, the OCTA Project Manager may direct repairs to be performed by other contractors. Charges for those repairs shall be deducted from Contractor's payment due under this Contract.
- C. Items shown on the drawings to be protected in place shall be protected in place in accordance with SSPWC Section 7-9, Protection and Restoration of Existing Improvements, at no additional cost to the OCTA.
- D. Perform work within the operating envelope or which affects the operating system only after submitting a Site Specific Work Plan (SSWP) and receiving written approval of the SSWP from the OCTA Project Manager.
- E. Furnish all labor, materials, and equipment as required to perform and complete the work within the work windows in accordance with the approved schedule in the SSWP.

1.06 SSWP – GENERAL CONTRACTOR REQUIREMENTS

- A. SSWPs with potential to impact normal functioning of any part of the operating system shall include a detailed schedule of events indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which each activity planned under the SSWP and the requested work window will be completed. The total duration of the construction activities shall be less than the approved work window. Contractor's failure to complete scheduled activities by the planned time or to put in place an approved contingency plan may adversely impact the operations of scheduled trains.
- B. A separate written work plan shall be prepared for all major items of work.
- C. The SSWP shall be prepared by the Contractor and shall include the following information:
 - 1. All activities necessary to perform construction activities.
 - 2. Conformance with all other requirements applicable under the contract documents.

3. A schedule for the work showing each activity and where and how it affects normal operation. Each activity in the plan shall include all labor, materials, and equipment required to complete the activity within the OCTA allotted time period.
 4. List of approved proposed work plans to be performed under the SSWP, with names and phone numbers of Contractor's supervisors in charge of SSWP tasks.
- D. SSWPs must be of sufficient detail, clarity, and organization to permit easy review and approval by the OCTA Project Manager before the proposed work is performed. SSWPs shall be submitted to the OCTA Project Manager as follows:
1. At least 14 calendar days prior to start of work.
- E. The OCTA Project Manager may request explanations and changes to the SSWP to conform the SSWP to the requirements of the contract documents. If the SSWP is not acceptable, Contractor shall revise the SSWP to make it acceptable. Contractor is responsible for submitting a revised SSWP that can be reviewed and approved by the OCTA at least seven days in advance of any work.
- F. Contractor will be informed if the SSWP is acceptable not less than seven calendar days prior to the scheduled start of work within the operating envelope. Once the SSWP is accepted, Contractor shall assemble the resources necessary to perform the work represented by the SSWP, so that necessary resources are available one day before the work is to be accomplished. At that time, the OCTA Project Manager will make a final decision as to whether or not the work is to proceed as planned or will be canceled. The prime consideration will be the stage of readiness of Contractor, which Contractor shall demonstrate to the OCTA Project Manager.

1.07 SSWP – SPECIAL CONTRACTOR REQUIREMENTS

- A. Contractor shall provide sufficient personnel, equipment, materials, and all other resources necessary to return impacted facilities to full service upon the conclusion of the approved work window.
- B. Contractor shall perform the work expeditiously and continuously with no gaps or breaks in work activities or substantive reductions in the labor force, equipment, and materials necessary to construct, reconstruct, or repair the impacted facility to full service upon conclusion of the approved work window.
- C. In general, open excavation areas shall be protected per OSHA regulations.

1.08 WORK WINDOWS - GENERAL

- A. Site-specific available work windows shall be as approved by the OCTA Project Manager under established procedures.
- B. Construction hours shall be limited to 7:00 am to 3:30 pm Monday through Friday unless approved in advance by OCTA and appropriate regulatory agencies.

- C. A phased demolition and construction plan will be implemented to minimize impact to the bus base operation. The bus base areas outside of the construction zone shall remain fully functional.

Garden Grove Base - The open excavation to remove existing LNG tanks shall be barricaded using chain link fencing. Fall protection in the form of cable railing shall be required at the open excavation deeper than 4 ft. A minimum of 5 feet wide passage shall be kept open in order to access storage rooms at all times.

Fueling Building - Bay 1 is designated for automobiles and Bays 2 and 3 are for bus use. Bay 3 can be closed between 7:00AM and 3:30PM. Bay 1 or 2 can be closed for up to 4 hours (maximum) not at the same time during the normal day shift between 7:00AM to 3:30PM. No open pits will be allowed, work area shall be fenced. If work is not complete at the end of the day, steel plates rated for bus loads shall be used to bridge over the open trenches.

Anaheim Base - The open excavation to remove existing LNG tanks shall be barricaded using chain link fencing. Fall protection in the form of cable railing shall be required at the open excavation deeper than 4 ft. A minimum of 20 feet wide passage shall be kept open for buses and cars to pass through at all times.

Fueling Building - Bay 1 is designated for automobiles and Bays 2 and 3 are for bus use. Bay 2 can be closed between 7:00AM and 3:30PM. Bay 1 or 3 can be closed for up to 4 hours (maximum) not at the same time during the normal day shift between 7:00AM to 3:30PM. No open pits will be allowed, work area shall be fenced. If work is not complete at the end of the day, steel plates rated for bus loads shall be used to bridge over the open trenches.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

No payment will be made to Contractor for work of this section.

END OF SECTION

SECTION 01 14 23

COORDINATION WITH OCTA AND CITY

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements for coordination with OCTA and Cities of Anaheim and Garden Grove.

1.02 REGULATIONS

- A. If additional work is being performed by others, on or adjacent to the work site for this Contract, coordinate work with other activities in order to avoid conflicts.

1.03 COORDINATION

- A. Coordination: Contractor shall coordinate the Work as stated in the Conditions of the Contract.
- B. Relationship of Contract Documents: Drawings, Specifications and other Contract Documents are intended to be complementary. What is required by one shall be as if required by all. What is shown or required, or may be reasonably inferred to be required, or which is usually and customarily provided for similar work, shall be included in the Work.
- C. Discrepancies in Contract Documents: In the event of error, omission, ambiguity or conflict in the Drawings or Specifications, Contractor shall bring the matter to OCTA's attention in timely manner, for OCTA's determination and direction in accordance with provisions of the Conditions of the Contract.
- D. Construction Interfacing and Coordination: Layout, Phasing, and Sequencing of Work shall be solely the Contractor's responsibility. Contractor shall bring together the various parts, components, systems and assemblies as required for the correct interfacing and integration of all elements of Work. Contractor shall coordinate Work to correctly and accurately connect abutting, adjoining, overlapping and related elements, including utilities, for a complete operational system to the satisfaction of OCTA, agencies, and companies. Provide adequate access for OCTA and OCTA buses to pass through all areas at all times. Do not block non-construction areas.
- E. Contractor shall notify OCTA a minimum of two working days before excavation begin. The work shall be construction in phases where indicated on the contract drawings or specifications. A phase shall be completed and operational before proceeding to the next phase.

- F. The Contractor shall cooperate fully with all forces of the Authority. Contractor should note that additional work is being conducted on site with other construction contracts and work of this contract must be coordinated amounts the trades and not additional compensation will be allowed for this coordination work.
- G. Unless otherwise directed, provide five (5) days' notice of all utility outages and shutdowns. Duration of outages and shutdowns shall not hinder normal operations and maintenance of the facility. In case of accidental damage to power or utility lines, repair power or utility line immediately. Provide alternate source of power to keep facility operation.

1.04 GENERAL REQUIREMENTS

- A. Adhere to work window rules detailed in the approved SSWP under Section 01 14 22, Rules and Hours of Operation and the specifications.
- B. See Section 01 14 22, Rules and Hours of Operation

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this section.

END OF SECTION

SECTION 01 14 24

COORDINATION WITH UTILITY OWNERS

PART 1 - GENERAL

1.01 SUMMARY

- A. Before commencing work, Contractor shall notify DigAlert (Underground Service Alert of Southern California) at 1-800-227-2600, 72 hours in advance of excavation and advise Resident Engineer of DigAlert ID Number two working days before excavation begin. Coordinate with Manager at each of the bus bases for on-site utilities.
- B. Below is a list of the bus bases sites:
- Garden Grove
11800 Woodbury Road
Garden Grove, CA 92834
 - Anaheim
1717 E. Via Burton
Anaheim, CA 92806

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this Section.

END OF SECTION

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SECTION 01 14 25
PROCEDURES IN CONSTRUCTION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Procedures used in performance of work of a general nature, including work by Contractor, Contractor use of work site, work zone limitations of site, and pollution controls.

B. Related Sections:

1. Section 01 14 23, Rules and Hour of Operation.
2. Section 01 14 27, Legal Relations and Responsibility.

1.02 WORK BY CONTRACTOR

- A. Provide work reasonably inferred from the drawings and specifications as being required to produce the intended result whether or not specifically called for.
- B. Work, materials, or equipment described in words which have known technical or trade meaning shall be deemed to carry the accepted meaning of recognized standards.
- C. Complete all work enumerated under the contract including but not limited to the following:
 1. Perform work set forth in the contract documents, including the drawings and specifications.
 2. Obtain required permits, inspections, and certifications for material compliance.

1.03 SUBMITTALS

- A. All required submittals per OCTA Level 3 Health, Safety and Environmental Specification.
- B. Material Safety Data Sheets (MSDSs).

1.04 STORM WATER MANAGEMENT

- A. Contractor is responsible for preventing and/or mitigating potential chemical releases, erosion and sedimentation impacts associated with storm water runoff. Contractor shall comply with OCTA's bus base industrial SWPPP and comply with the Statewide General Permit for Storm Water Discharges Associated with Industrial Activities (IGP) order number 2014-0057-DWQ or the latest order (See link below). Contractor shall prepare and submit a best management practices (BMP) plan for OCTA's review and acceptance; and shall implement BMP plan and maintain the BMPs for the duration of the project. See Section 01 57 13, Temporary Erosion and Sedimentation Control, for additional requirements.
[\(\[http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2014/wqo2014_0057_dwq_rev_mar2015.pdf\]\(http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2014/wqo2014_0057_dwq_rev_mar2015.pdf\)\).](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2014/wqo2014_0057_dwq_rev_mar2015.pdf)
- B. Use best management practices (BMPs) Contractor proposes in connection with the execution of construction activity at the project site. Use BMPs included in the Construction Site Best Management Practices (BMP) Manual prepared by the California Stormwater Quality Association, www.cabmphandbooks.com.
- C. Provide copies of the contractor's BMP plan to subcontractors and keep a copy available onsite at the project office. Provide amendments to the BMP plan when there is a change in construction or operations, or where storm water runoff conditions may affect the discharge of significant quantities of pollutants to surface waters, groundwater, or separate municipal storm sewer systems. Submit the amended BMP plan to the OCTA for review and acceptance as soon as practicable, and retain the amended plan on site.
- D. Preparation and implementation of an OCTA-accepted BMP plan does not relieve the Contractor or subcontractors of their responsibilities to comply with state, county, and local governmental requirements, including those for storm water management and non-point source runoff controls.

1.05 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Material Safety Data Sheets (MSDSs) are prepared by manufacturers and suppliers of products that contain hazardous materials. Hazardous material is defined as any substance which is a physical or health hazard, or is included in the Cal/OSHA Director's List of Hazardous Substances, or is listed by the California EPA Office of Environmental Health Hazard Assessment under Title 27 of the California Code of Regulations, Section 27001, Chemicals Known to the State to Cause Cancer or Reproductive Toxicity.
- B. No hazardous materials shall be delivered, stored, or used at any work site or facility unless they are properly labeled, tagged, or marked and a copy of the MSDS has been provided to the OCTA. Provide a copy of any updated MSDS to the Engineer immediately.

- C. Maintain a file of MSDSs at the work site. Keep MSDS files current; add new or updated MSDSs immediately and provide a copy to the OCTA.
- D. See Contract Documents for OCTA Level 3 Health, Safety, and Environmental Specifications for additional requirements.

1.06 CONTRACTOR USE OF WORK SITE

- A. Coordinate access, use, and preparation of facilities adjacent to project areas with owners and agencies. Coordination shall include but not be limited to the following:
 - 1. Staging and laydown areas for use under this Contract are as specified or shown on the Drawings. Staging and laydown areas not covered in the Contract Documents shall be requested in writing and approved by OCTA. The OCTA will review the request for possible approval. No equipment may be operated or materials stored or placed for any period of time in unfenced areas. Provide a fence to enclose each laydown or staging area within the right-of-way. Furnish OCTA with photographs of all staging and laydown areas to document their condition prior to start of work.
 - 2. Contractor will be permitted to stockpile excavated earthen materials (soils) on-site in area designated by OCTA for reuse as backfill material in the work. Stockpile shall be protected per requirements of Section 01 57 13 Temporary Erosion and Sedimentation Control.
 - 3. Contractor shall submit construction staging plan as a part of SSWP for review and approval by OCTA. The staging plan must be accepted by the OCTA prior to undertaking work in accordance with the staging plan.
 - 4. Prior to demobilization, restore to full serviceability fences, walls, signs, and gates affected by Contractor's access to the right-of-way.
- B. Confine work site operations to areas permitted by law, ordinances, permits, and the contract.
- C. Consider the safety of the work, OCTA patrons and property on and adjacent to the work site when determining amount, location, movement, and use of materials and equipment on work site.
- D. Do not load work site with excessive amounts of material, equipment, or other items which have the potential to interfere with the work or with bus base operations.
- E. Protect products, equipment, and materials stored on work site.
- F. Coordinate operations and secure from property owners at no cost to OCTA additional storage or work areas as needed for proper execution of the work. Adhere to the noise levels and work hours of local ordinances.

- G. Protect the general public from work-related activities, and do not unnecessarily inconvenience those persons by work activities.
- H. Submit proposed locations of staging areas for OCTA's approval.
- I. Preserve drainage facilities throughout the duration of the work so that there is no ponding or accumulation of water in any work site area, there is no flow of water diverted out of normal drainage channels. Maintain culvert inlets and outlets free of debris.
- J. Preserve existing right-of-way fences and walls, and replace any fences or walls damaged during the work to the satisfaction of the owner(s) of the fences or walls.
- K. Provide and maintain barriers and chain link fence around the work area as shown on the contract drawings.

1.07 WORK ZONE LIMITATIONS OF SITE

- A. In addition to site utilization limitations and requirements indicated in contract documents, divide available space equitably among subcontractors and other entities needing access and space so as to provide best overall efficiency in performance of total work of the project.
- B. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site, with minimal disruption to adjoining property owners and operations. Pick-up and delivery shall be conducted only during normal working hours and as approved by OCTA. Contractor shall give OCTA 48 hours notice prior to delivery of equipment or materials to the project site.

1.08 POLLUTION CONTROLS

- A. Conduct operations for the execution of the project in compliance with applicable Federal, State, and local regulations controlling pollution and noise levels related to construction work, in accordance with Section 01 14 27, Legal Relations and Responsibility.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this section.

END OF SECTION

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SECTION 01 14 27

LEGAL RELATIONS AND RESPONSIBILITY

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Laws to be observed, fire prevention, protection of premises, use of explosives, access roads, construction roads, waste control, public relations, and pollution controls.
2. This section complements requirements in other sections.

1.02 LAWS TO BE OBSERVED

- A. Keep fully informed of State and Federal laws; county, municipal, and other local ordinances; regulations; and orders of authorities having jurisdiction that affect those engaged in the work, materials used in the work, or conduct of the work.
- B. Observe and comply with laws, ordinances, regulations, and orders of authorities having jurisdiction over the work. Contractor's responsibilities include causing Contractor's agents, employees, subcontractors, and visitors to observe and comply with these laws, ordinances, regulations, and orders.
- C. Protect and indemnify OCTA and its officers and employees against claims and liabilities arising from or based on Contractor's violation of a law, ordinance, regulation, or order.
- D. Report to OCTA, in writing within two days of discovery, discrepancies or inconsistencies discovered in the drawings, specifications, or contract documents in relation to laws, ordinances, regulations, or orders.

1.03 COORDINATION WITH UTILITIES

- A. Coordinate with utility companies to ensure that utility locations are clearly marked for the duration of construction activities.

1.04 FIRE PROTECTION

- A. Comply with Federal, State, county, municipal, and other laws and regulations pertaining to the prevention, control, and fighting of fire and to the conduct of welding and burning operations. Procure all related permits and licenses.

- B. Supply fire-fighting equipment, supplies, and personnel and perform work required by laws and regulations pertaining to fire protection. If loss or damage results from fire or other cause, promptly repair loss or damage at no expense to OCTA.

1.05 PROTECTION OF PREMISES

- A. Take precautions necessary and be responsible for maintaining lights, guards, signs, temporary passages, or other protection.
- B. Restore loss or damage to materials, tools, or other articles used or held for use in connection with the work at no expense to OCTA.
- C. Restore loss or damage as a result of fire or other cause attributable to Contractor or subcontractors at no expense to OCTA. Promptly repair damage and restore loss to materials, tools, or other articles used or held for use in connection with the work. Carry the work to completion without damage to or interference with other work or contiguous property.

1.06 USE OF EXPLOSIVES

- A. Use of explosives is not permitted unless specifically detailed in the specifications or approved in advance in writing by OCTA.

1.07 WORK SITES AND WASTE MATERIAL

- A. Obtain required approvals and bear costs of location, construction, maintenance, operation, removal, and transportation of sanitation facilities and waste material from work sites. Sanitation shall conform to local, State, and Federal requirements. Maintain work sites in a neat and orderly condition.
- B. Before starting work, submit to OCTA a contingency plan for cleanup of accidental spillage of toxic or detrimental materials and for restoration of soil damaged thereby to near-natural conditions. Conduct the handling, storage, and disposal of waste material so as to avoid pollution of rivers, streams, ponds, or wells, and in compliance with local, State, and Federal environmental laws and regulations
- C. OCTA shall acquire all applicable permits. These permits include, but would not be limited to, a Section 404 Wetlands Fill Permit from the USACE, or a Report of Waste Discharge from the Regional Water Quality Control Board (RWQCB), and a Section 401 Water Quality Certification from the RWCQB. Additionally, a Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW) would be required for development that would cross or affect any stream course.

1.08 PUBLIC RELATIONS, CONVENIENCE, AND NOTICE OF DAMAGE

- A. Conduct operations so as to offer the least possible obstruction and inconvenience to the public. Have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. Control temporary noise from construction equipment by using work hour controls and maintenance of muffler systems on machinery as necessary.
- B. Provide, at Contractor's expense, adequate safeguards, safety devices, and protective equipment, and take other needed action, both at Contractor's own volition and as OCTA may determine reasonably necessary, to protect property, life, health, and public safety in connection with the performance of the work covered by the contract.
- C. Notify OCTA in writing within 24 hours after causing injury to persons or damage to public or private property, including above and below ground structures. Contractor shall be responsible and liable for all damages and injuries.

1.09 ENVIRONMENTAL AND ANTI-POLLUTION

- A. Comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, and resources of archaeological significance. Refer also to Section 01 14 43 Environmental Resource Protection for additional requirements. Expense of compliance with these laws and regulations is included in the lump sum and unit prices. Provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. Carry out grading and other work in a manner which will not create a pollution problem. Temporary construction roads, haul roads, and work areas shall be maintained free from excessive dust by an approved program of sprinkling, graveling, chemical treatment, temporary asphalt pavement, or combination thereof for the duration of the work.
- C. Give attention to the effect of work operations upon the landscape, and take care to maintain natural surroundings undamaged. Disturbances of land or waters outside the limits of construction shall be rehabilitated by Contractor at its expense, when and as directed by OCTA.
- D. Prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- E. Protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements. See

Section 01 14 25, Procedures in Construction, and Section 01 57 13, Temporary Erosion and Sedimentation Control.

- F. Do not conduct construction activities outside the right-of-way during muddy or wet ground conditions.
- G. If archaeological remains are uncovered during construction, stop grading operations in the vicinity of the find and immediately notify OCTA. Refer to Section 01 14 43, Environmental and Resource protection for additional requirements.
- H. Costs associated with environmental and pollution control measures are considered incidental to the contract work, at no additional cost to OCTA.
- I. Take the following actions and others as necessary to control environmental pollution:
 - 1. Reduce air pollution by minimizing dust, containing chemical vapors, and controlling engine exhaust gases. Limit idling of machinery as directed by OCTA.
 - 2. Reduce water pollution by control of sanitary facilities and proper storage of fuel and other contaminants.
 - 3. Reduce turbidity and siltation by controlling erosion and sedimentation.
 - 4. Minimize noise levels.
 - 5. Dispose of waste and spoil properly.
 - 6. Prevent landscape defacement and damage.
- J. Comply with South Coast Air Quality Management District (SCAQMD) Rule 403 to control fugitive dust emissions. In addition to the requirements contained therein, comply with the following:
 - 1. Water all land clearing/earth moving activity areas to control dust as required by OCTA. Areas shall remain visibly moist during active operations.
 - 2. Visually inspect construction equipment prior to leaving work sites. Wash off any loose dirt with wheel washers as necessary.
 - 3. Properly tune and maintain all construction equipment in accordance with manufacturer's specifications.
 - 4. Maintain and operate construction equipment so as to minimize exhaust emissions. During construction activities, trucks and vehicles in loading and unloading queues shall have their engines turned off when not in use to reduce noise and exhaust emissions.

**LNG UNDERGROUND STORAGE TANKS REMOVAL
AT GARDEN GROVE AND ANAHEIM BUS BASES**

**IFB-7-1756
EXHIBIT B**

5. Establish on-site construction equipment staging areas and construction worker parking lots on either paved surfaces or unpaved surfaces treated with soil stabilization materials.
6. Use electricity from power poles where feasible, rather than temporary diesel or gasoline powered generators. Muffle noise from generators to the extent practical.
7. Use on-site mobile equipment powered by alternative fuel sources, such as ultra-low sulfur diesel, methanol, natural gas, propane or butane.
8. Construction grading or earth moving on days when wind gusts exceed or are forecast to exceed 25 mph is prohibited.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

- A. There will be no separate measurement for work of this section.
- B. Full compensation for all work involved shall be included in the various items of work, and no separate payment shall be allowed therefor.

END OF SECTION

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SECTION 01 14 43

ENVIRONMENTAL RESOURCE PROTECTION

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Protection of species habitat.
2. Protection of archaeological resources.
3. Protection of paleontological resources (fossils).
4. Protection of human remains.
5. Protection from previously existing contamination.
6. Prevention of fuel spills and hazardous material spills.
7. Prevention of stored fuel leaks.
8. Protection of stormwater quality and control of stormwater quantity.
9. Prevention of traffic impacts.
10. Prevention of road damage.
11. Prevention of fugitive dust.
12. SCAQMD requirements.
13. Disposal of refuse.

B. Related Sections:

1. Section 01 14 25, Procedures in Construction.
2. Section 01 14 27, Legal Relations and Responsibility.

1.02 SUBMITTALS

- A. Submit under Section 01 33 00, Submittal Procedures.
- B. Written commitment to clean up leaks of fuel or hazardous materials.
- C. Traffic control plan.

1.03 GENERAL

- A. Provisions of this section are required to reduce or avoid potential environmental impacts of the project, in accordance with environmental mitigation measures imposed by OCTA and other responsible agencies.
- B. This section summarizes required mitigation. Proceed with mitigation only after consultation with OCTA and Contractor's biological, archaeological, and geological consultants.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 PROTECTION OF SPECIES HABITAT

- A. Avoid placement of construction equipment and personnel within environmentally sensitive habitat areas used by target species of concern. Activities that cannot be conducted without placement of construction equipment and personnel within sensitive habitats shall be timed to avoid the breeding season of the target species of concern. Coordinate such activities and their timing with OCTA.
- B. Locate equipment storage, fueling and staging areas to minimize risks of direct drainage or runoff into riparian areas or other environmentally sensitive habitats. Take every precaution to prevent the release of toxic substances into surface waters. Report immediately all project spills of hazardous materials to OCTA, US Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB). Immediately clean up hazardous materials and remove all contaminated soils; dispose of only at approved disposal sites.
- C. Stockpiling and staging of materials shall be limited to disturbed areas without native vegetation, areas to be impacted by the project or in non-sensitive habitats.
- D. Establish No-Fueling zones within a minimum of 33 feet from all drainages and fire-sensitive areas.
- E. Maintain project areas clean of debris to avoid attracting predators of the target species of concern. Enclose all food related trash in sealed containers and regularly remove from site. Pets of construction personnel shall not be allowed on site where they may come into contact with any listed species.

- F. If dead or injured listed species are located, biologist, in consultation with OCTA, will notify the USFWS and the CDFG according to required protocols. Obtain instructions from OCTA on how to proceed following such discovery.

3.02 PROTECTION OF ARCHAEOLOGICAL RESOURCES

- A. If evidence of an archaeological site or other suspected historical resource as defined by CEQA Guidelines Section 15064.5, including darkened soil representing past human activity, that could conceal material remains (e.g., worked stone, fired clay vessels, faunal bone, hearths, storage pits, or burials) are discovered during any project-related earth-disturbing activities (including projects that would not encounter undisturbed soils), all earth-disturbing activity within 100 feet of the find shall be halted and OCTA shall be notified.

3.03 PROTECTION OF PALEONTOLOGICAL RESOURCES (FOSSILS)

- A. Should paleontological resources (i.e., fossil remains) be identified at a particular site during project construction, the construction foreman shall cease construction within 100 feet of the find until a qualified professional can provide an evaluation.

3.04 PROTECTION OF HUMAN REMAINS

- A. In the event of the discovery of human remains during construction, procedures outlined in Section 15064.5(e) of the CEQA Guidelines shall be strictly followed. Upon discovery all excavation at the site or any nearby area reasonably suspected to overlie human remains shall cease immediately. Notify OCTA immediately. OCTA will notify County Coroner who will determine if remains are Native American. If the remains are determined to be Native American, the coroner will contact the Native American Heritage OCTA (NAHC). The NAHC will identify the Most Likely Descendent (MLD). The MLD will make recommendations for the appropriate treatment and disposition of the remains and any associated artifacts in accordance with Public Resources Code (PRC), Section 5097.98. Do not commence construction in the area until notified to do so by OCTA.

3.05 PROTECTION FROM PREVIOUSLY EXISTING CONTAMINATION

- A. In the event that previously unknown or unidentified soil and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. If contamination is encountered, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range

of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified. If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.

3.06 PREVENTION OF FUEL SPILLS AND HAZARDOUS MATERIAL SPILLS

- A. Store fuel, hazardous materials, and chemicals of all types in a contained staging area.
- B. Conduct equipment refueling and maintenance in the contained staging area.
- C. Check vehicles daily for leaks.

3.07 PREVENTION OF STORED FUEL LEAKS

- A. Provide berms or other secondary containment at fuel/chemical storage areas.
- B. Test storage tanks, valves, etc., for leaks.
- C. Submit a written commitment to provide labor, equipment, and materials to promptly clean up any leakage.

3.08 PROTECTION OF STORMWATER QUALITY AND CONTROL OF QUANTITY

- A. Comply with the stormwater quality plan prepared before issuance of construction permits. The plan will incorporate the state's industrial best management practices and other techniques if more effective. Refer to Section 01 14 25 Procedures in Construction for additional requirements.
- B. Runoff from impervious areas is to be detained, treated to industrial standards, and released under control.

3.09 PREVENTION OF TRAFFIC IMPACTS

- A. The Contractor shall prepare a Traffic Management Plan in conjunction with local jurisdictions addressing the following:
 - 1. Detours.
 - 2. Coordination with any other construction projects.
 - 3. Length and timing of street closures.

4. Coordination with police and fire departments regarding changes in emergency access routes.
 5. Temporary access routes and signage for any affected commercial property.
 6. Contact information for OCTA, contractors and their personnel.
- B. Conform to all conditions required therein. Notify Resident Inspector in advance of any constructions activities that could potentially violate the requirements and conditions set forth in the plan.
- C. Construction parking shall be configured to minimize traffic interference during the construction period and, therefore, reduce idling of traffic.
- D. Temporary traffic controls are provided, such as a flag person, during all phases of construction to facilitate smooth traffic flow.
- E. Construction activities that affect traffic flow on the arterial system be scheduled to off-peak hours (10:00 A.M. to 4:00 P.M.).
- F. Dedicated on-site and off-site left-turn lanes on truck hauling routes be utilized for movement of construction trucks and equipment on site and off site to the extent feasible during construction activities.
- G. To ensure adequate access for emergency vehicles when construction activities would result in temporary lane or roadway closures, the contractor shall consult with the Cities of Anaheim and Garden Grove, Police and Fire Departments to disclose temporary lane or roadway closures and alternative travel routes. The contractor shall be required to keep a minimum of one lane in each direction free from encumbrances at all times on perimeter streets accessing the project site. If construction activities require the complete closure of a roadway segment, the Contractor shall coordinate with the Cities of Anaheim and Garden Grove, Police and Fire Departments to designate proper detour routes and signage indicating alternative routes.

3.10 PREVENTION OF ROAD DAMAGE

- A. Before and after offsite road and utility construction, videotape the affected roadway and its access roads.
- B. Temporarily repair roadway damage caused during construction.
- C. Permanently restore damaged roadway to its original condition immediately after offsite improvements are completed.
- D. Establish construction truck routes with local jurisdictions before beginning offsite work. Refer to Section 01 14 27 Legal Relations and Responsibility for additional requirements.

- E. Consult with local jurisdictions to coordinate offsite work with other projects in the vicinity.

3.11 SCAQMD REQUIREMENTS

- A. Refer to Section 01 14 27 Legal Relations and Responsibility for these requirements.
- B. All diesel-powered equipment used will be retrofitted with after-treatment products (e.g., engine catalysts).
- C. All heavy-duty diesel-powered equipment operating and refueling at the project site use low-NOX diesel fuel to the extent that it is readily available and cost effective (up to 125 percent of the cost of California Air Resources Board diesel) in the South Coast Air Basin (this does not apply to diesel powered trucks traveling to and from the project site).
- D. Construction equipment engines be maintained in good condition and in proper tune per manufacturer's specification for the duration of construction.
- E. Construction operations rely on the electricity infrastructure surrounding the construction site rather than electrical generators powered by internal combustion engines.
- F. As required by South Coast Air Quality Management District Rule 403—Fugitive Dust, all construction activities that are capable of generating fugitive dust are required to implement dust control measures during each phase of project development to reduce the amount of particulate matter entrained in the ambient air. These measures include the following:
 - 1. Application of soil stabilizers to inactive construction areas.
 - 2. Quick replacement of ground cover in disturbed areas.
 - 3. Watering of exposed surfaces three times daily.
 - 4. Watering of all unpaved haul roads three times daily.
 - 5. Covering all stock piles with tarp.
 - 6. Reduction of vehicle speed on unpaved roads.
 - 7. Post signs on-site limiting traffic to 15 miles per hour or less.
 - 8. Sweep streets adjacent to the project site at the end of the day or hourly per Section 01 14 27, 1.10 J if visible soil material is carried over to adjacent roads.
 - 9. Cover or have water applied to the exposed surface of all trucks hauling dirt, sand, soil, or other loose materials prior to leaving the site to prevent dust from impacting the surrounding areas.

3.12 PREVENTION OF NOISE IMPACTS

- A. Limit noise-producing activities to hours required by the local jurisdictions for construction activities.
- B. Construction-related equipment, including heavy-duty equipment, motor Vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes. Diesel-fueled commercial motor vehicles with gross vehicular weight ratings of greater than 10,000 pounds shall be turned off when not in use for more than 5 minutes.
- C. Contractor shall require by contract specifications that the following construction best management practices (BMPs) be implemented by contractors to reduce construction noise levels:
 - 1. As requested by the OCTA's Project Manager and/or specified in Contract Document, two weeks prior to the commencement of construction, the Contractor shall provide notification to surrounding land uses within 300 feet of the project site disclosing the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period.
 - 2. Ensure that construction equipment is properly muffled according to industry standards and be in good working condition.
 - 3. Place noise-generating construction equipment and locate construction staging areas away from sensitive uses, where feasible.
 - 4. Schedule high noise-producing activities between the hours of 8:00 A.M. and 3:30 P.M. to minimize disruption on sensitive uses, Monday through Friday.
 - 5. Implement noise attenuation measures, which may include, but are not limited to, temporary noise barriers or noise blankets around stationary construction noise sources.
 - 6. Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
 - 7. Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 10 minutes.
 - 8. Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow for surrounding owners and residents to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.

- D. Construction staging areas along with the operation of earthmoving equipment within the project area would be located as far away from vibration and noise sensitive sites as possible.
- E. Heavily loaded trucks used during construction would be routed away from residential streets.

3.13 DISPOSAL OF REFUSE

The Contractor shall establish a construction management plan with Disposal Company to divert a target of 50 percent of construction, demolition, and site clearing waste.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the work of this section.

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.02 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for requesting substitutions.

B. Definitions:

1. Substitutions: Requests by the Contractor to deviate from specified requirements for products, material, equipment, and methods, or to provide products other than those specified, shall be considered requests for substitutions, limited to the following conditions:
 - a. Substitutions requested during the bidding period and accepted prior to the execution of the Contract.
 - b. Substitutions requested after execution of the Contract.

C. Substitution Provisions: Refer to substitution provisions of the Instructions to Bidders, in addition to the following specific requirements.

D. Substitution Request Submittal Period:

1. Time Limit:

- a. Substitutions requested during Bidding Period: OCTA will consider requests for substitutions if received during bidding. Request permission for substitutions from OCTA per provisions of the Instructions to Bidders. If approved, OCTA will issue an addendum allowing all bidders to incorporate the request substitution.
 - b. Substitutions requested after execution of Contract: Only within 14 calendar days of the Notice to Proceed (NTP) will the Authority and the Engineer consider requests for substitutions, requests submitted after this will be denied.
2. Product Availability Waiver: Substitutions will be considered 21 calendar days of execution of the Agreement only when a product becomes unavailable due to no fault of the Contractor. Failure to place orders for specified products sufficiently in advance of required date for incorporation into the Work will not be considered as

a valid reason for which Contractor may request a substitution or deviation from requirements of the Drawings and Specifications.

1.02 SUBMITTAL REQUIREMENTS

A. Substitution Requests: Submit three copies of each request for consideration to OCTA. Identify product or fabrication or installation method proposed for substitution. Include specification section number and title and drawing numbers and titles.

1. Substitution Request Form: Use form acceptable to OCTA Project Manager.
2. Documentation: Substitutions will not be considered when they are indicated or implied on shop drawings, product data or sample submittals without a separate written request, or when acceptance will required substantial revision of the Contract Documents. Show compliance with requirements and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by OCTA and separate contractors, which will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated or specified.
 - d. Product data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated or specified.
 - h. Research/evaluation reports evidencing compliance with building code in effect for project, from a model code organization acceptable to Inspector and authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the work, including effect on the

overall contract time. If specified product or method of construction cannot be provided within the contract time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

- j. Cost information, including a proposal of change, if any, in the contract sum.
 - k. Contractor's certification that Contractor has investigated proposed substitution and that it complies with requirements in the contract documents and is appropriate for applications indicated. Contractor further certifies that Contractor will provide the same or better guarantee or warranty as for specified product or method of construction. Contractor shall also certify that Contractor will coordinate installation of accepted substitution into work, making any changes as may be required for work to be complete in all respects as specified.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - m. Only one request for substitution will be considered for each product.
 - n. If the proposed substitution is not accepted, provide the specified product.
3. OCTA Project Manager's Action: If necessary, OCTA Project Manager will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. OCTA Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order, if costs involved; otherwise written approval.
 - b. Use product specified if OCTA Project Manager is unable to make a decision on proposed substitution within time allocated.

1.03 COMPARABLE PRODUCTS

- A. See Section 01 60 00, Product Requirements, for discussion of comparable products.

1.04 PRODUCT SUBSTITUTIONS

- A. OCTA Project Manager will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, OCTA Project Manager will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution is submitted within the time frame state herein above.
 2. Requested substitution offers OCTA a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities OCTA must assume. OCTA's additional responsibilities may include compensation to consultants for redesign and evaluation services, increased cost of other construction by OCTA, and similar considerations.
 3. Requested substitution does not require extensive redesign of the project or revisions to the contract documents.
 4. Requested substitution is consistent with the contract documents and will produce indicated results.
 5. Substitution request is fully documented and properly submitted.
 6. Requested substitution will not adversely affect Contractor's Construction Schedule.
 7. Requested substitution has received necessary approvals of authorities having jurisdiction.
 8. Requested substitution is compatible with other portions of the work.
 9. Requested substitution has been coordinated with other portions of the work.
 10. Requested substitution provides specified warranty.
 11. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions will not be considered if they are indicated or implied on shop drawings or project data submittals or Requests for Information without formal submittal request detailed in this section.

1.05 AVAILABILITY OF SPECIFIED ITEMS

- A. Prior to execution of Contract, Contractor shall verify that all specified items will be available as required by the schedule for orderly and timely progress of the work. Notify OCTA Project Manager if specified items will not be available.
- B. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will deducted from amounts due or to become due the contractor, and will not be borne by OCTA.

- C. Substitutions during construction for prior approved items will only be considered under the following circumstances:
1. Substitution is required for compliance with subsequent interpretation of code.
 2. Specified item cannot be provided within the contract time or becomes unavailable through no fault of contractor.
 3. Subsequent information discloses that specified item or system will not perform properly or fit in designated space, or manufacturer or supplier refuses to certify or warrant performance as required.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

- A. No separate measurement will be made for the work of this section.
- B. No separate payment will be made for the work of this section.

END OF SECTION

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SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for handling and processing contract modifications.

B. Related Sections:

1. Section 01 60 00, Product Requirements, for procedures to approve comparable products.
2. Section 01 25 00, Substitution Procedures, for procedures to propose substitutions.
3. Section 01 26 13 Requests for Information, for procedures to clarify and interpret the contract documents.

1.02 MINOR CHANGES IN THE WORK / FIELD ORDERS

- A. OCTA will issue supplemental instructions authorizing minor changes in the work, not involving adjustment to the Contract Price or the Contract Time, in written form.

1.03 DOCUMENTATION OF CHANGES IN AGREEMENT PRICE AND AGREEMENT TIME

- A. Documentation of Changes in Contract Sum and Contract Time: Provide full information required for evaluation of proposed changes and to substantiate costs of changes in the Work.
1. Maintain detailed records of Work completed on time and material basis. Contractor shall use "Daily Extra Work Report" provided by the Authority. All extra work reports shall be signed by the Authority and the Contractor verifying all extra materials and labor incorporated into the project at the end of each work day.
 2. Document each quotation for a change in Contract Sum and Contract Time, with sufficient cost breakdown data for labor, materials, and equipment to allow evaluation of the quotation.
 3. Provide details of cost of all material used for change in work. Provide detail of labor hours expended in change of work, and wage rate of worker. Provide total of hours equipment was used in the work, and hourly rate of the equipment.

- B. Additional Data: Upon request by the Engineer, provide additional data to support computations:
1. Quantity of product, material, labor, and equipment.
 2. Overhead and profit (20% includes all superintendence, taxes, insurance, bonds, overhead and profit, etc.). 20 percent overhead and profit shall be divided between Contractor and sub-contractor(s).
 3. Justification for change in Contract Time, if claimed.
 4. Credit for deletions from Contract, similarly documented.

1.04 CHANGE PROCEDURES

- A. Change Procedure – General: The following describe administrative procedures to be followed in complying with provisions of the Conditions of the Contract for changes in the Work.
- B. The Engineer's Supplemental Instructions: Minor changes in the Work, not involving an adjustment in either the Contract Sum or Contract Time, as authorized by the Conditions of the Contract. The Contractor shall take prompt action on such instructions.
- C. OCTA-Initiated Proposal Requests: OCTA will issue a detailed description of proposed changes in the work that may require adjustment to the Contract Price or the Contract Time. If necessary, the description will include supplemental or revised drawings and specifications.
1. Proposal Requests issued by OCTA are not instructions either to stop work in progress or to execute the proposed change.
 2. Proposal Request may include an estimate of additional or deductions in Contract Sum or Contract Time for executing the change and may include stipulations regarding overtime work and period of time the requested response from the Contractor shall be considered valid.
 - a. Within time specified in Proposal Request or five (5) calendar days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Price and the Contract Time necessary to execute the change. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Submit name of individual authorized to receive construction change documents and who is responsible for informing others in Contractor's employ or subcontractors of changes in the Work.
 - f. Quotation Form: Use forms acceptable to OCTA.
- D. Upon OCTA's approval of a Proposal Request, OCTA will issue a Change Order for signatures of OCTA and Contractor. OCTA and Contractor will sign the Change Order indicating acceptance and approval of the change.

1.05 WORK CHANGE DIRECTIVE

- A. Work Change Directive: In accordance with provisions of the Conditions of the Contract, OCTA may issue a Work Change Directive. A Work Change Directive instructs Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order.
- B. Work Change Directive contains a complete description of change in the work. It also designates method to be followed to determine change in the Contract Price or the Contract Time. Contractor shall promptly execute the change in the Work.
- C. Changes Based on Stipulated Sum or Time: Construction Change Directive shall be based on stipulated adjustment in Contract Sum and Contract Time as mutually-acceptable to the Authority and Contractor and the change shall be performed immediately. A Change Order for this amount shall be executed at the earliest convenience of all parties. Contractor shall provide a cost estimate based on section 1.03 of this section.
- D. Changes Based on Unit Costs or Quantities: When scope of change cannot be accurately determined in advance, a Construction Change Directive shall be executed based on mutually-acceptable quantities and pre-determined unit prices. Actual costs shall be determined after completion of the Work and a Change Order for this amount shall be executed.
- E. Changes Based on Time and Material Costs: If directed for changes for which amounts are not defined or are disputed, a Construction Change Directive will be issued by the Authority and Contractor shall execute the Work, keeping accurate records of time, both labor and calendar days, and cost of materials. See Section 1.03. A. 1.
- F. Cost and Time Resolution: If amounts for changes in Agreement price and Agreement time cannot be agreed upon by the Authority and Contractor, amounts

shall be resolved in accordance with requirements of the Conditions of the Contract for resolution of disputes.

- G. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive. The total construction cost of the change shall not exceed the mutually agreed adjustment in Contract Sum and Contract time of the Change Order.
- H. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the contract.

1.06 CHANGE ORDER

A. Change Orders, General:

- 1. In accordance with provisions of the Conditions of the Contract, the Engineer and Authority will review Contractor's response to a Proposal Request or a Construction Change Directive and determine with the Contractor the acceptable amount, if any, of the change in Contract Sum and Contract Time.
- 2. When agreement is reached on the change in Contract Time and Sum, the Engineer will prepare a Change Order, with supplementary documents (Contractor's cost estimate) as necessary to describe the change and the associated costs and schedule impacts, if any.
- 3. The Authority and Contractor will sign the Change Order indicating acceptance and approval of the change.

1.07 RECONCILIATION OF CHANGE ORDER

- A. Schedule of Values: Promptly revise the Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjustment to the Contract Sum.
- B. Schedules: Promptly revise progress schedules to reflect changes in Contract Time, revising sub-schedules to adjust time for other items of Work as may be affected by the change. Submit revised schedules at the next Application for Payment following approval and acceptance of the Change Order.
- C. Change in work due to request for information, or any other reason shall not be reason for claims of delays by the contractor. Contractor shall allow the Consultant seven (7) days to respond to request for information, and additional fourteen (14) days to the Authority to make necessary changes to resolve changes in work and change orders. Allow the Authority 30 calendar days for final Change Order approval.

PART 2 – PRODUCTS

**LNG UNDERGROUND STORAGE TANKS REMOVAL
AT GARDEN GROVE AND ANAHEIM BUS BASES**

**IFB-7-1756
EXHIBIT B**

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 - MEASUREMENT AND PAYMENT

Not Used.

END OF SECTION

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SECTION 01 26 13

REQUESTS FOR INFORMATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Section Includes:

1. The general requirements for Contractor's requests for information and pertains to all portions of the contract documents.

1.02 DEFINITION

- A. A "Request for Information" is defined as a document submitted by the Contractor requesting clarification of a portion of the contract documents, hereinafter referred to as RFI.
- B. All questions and requests for clarification of the Contract Documents from the contractor and subcontractors shall be submitted in writing as a "Request for Information".

1.03 CONTRACTOR'S REQUESTS FOR INFORMATION (RFI)

- A. When the Contractor is unable to determine from the contract documents, the exact material, process or system to be installed, the Contractor shall request OCTA to make a clarification of the indeterminate item. Wherever possible, such clarification shall be requested at the next appropriate project meeting, with the response entered into the meeting minutes. When clarification at the meeting is not possible, either because of the urgency of the need or the complexity of the item, the Contractor shall prepare and submit an RFI to OCTA.
- B. RFI's shall be submitted on a form provided by or approved by OCTA. The Contractor will be given the form electronically upon Notice To Proceed.
- C. RFI forms shall be completely filled in, and if prepared by hand, shall be fully legible after photocopying. Each page of attachments to RFI's shall bear the RFI number. Each RFI shall reference a drawing number and/or Specification Section. The Contractor shall include sketches, mark ups on the contract drawings, and/or photographs to clearly demonstrate its requests or questions in each RFI.
- D. RFI's from Subcontractors or Material suppliers shall be submitted through, reviewed by, and signed by the Contractor prior to submittal to OCTA.

- E. Prior to submitting an RFI, the Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. Contractor shall be responsible for insuring that RFI's are not frivolous or excessive.
- F. Frivolous RFIs: Frivolous RFIs include requests for information shown in the contract documents or resulting from Contractor's failure to study and compare contract documents or to coordinate its own work; and RFIs that are incomplete, contain errors, or include unrelated items. The cost in time and materials on the part of OCTA and related design professionals to review unnecessary or frivolous RFIs will be assessed to the Contractor.
- G. RFI's shall not be used for the following purposes:
 - 1. To request approval of submittals.
 - 2. To request approval of substitutions.
 - 3. To request changes which entail additional cost or credit or changes in the contract time.
 - 4. To request different methods of performing work than those shown or specified.
- H. In the event the Contractor believes that a clarification by OCTA results in additional cost, the Contractor shall not proceed with the Work indicated by the RFI until a Change Order is prepared and approved. Answered RFI's shall not be construed as approval to perform extra work.
- I. RFIs submitted to request clarification of issues related to means, methods, techniques and sequencing of construction, or to establish scope of subcontractors' work will be returned without response.
- J. Unanswered RFI's will be returned with a stamp or notation indicating: "Not Reviewed."
- K. Assign each RFI a sequential number. Contractor shall prepare and maintain a log of RFI's and, at any time requested by OCTA, Contractor shall furnish copies of the log showing all outstanding RFI's. Contractor shall also note all unanswered RFI's in the log.
- L. Contractor shall allow for 14 calendar days review and response time for RFI's.

1.04 RESPONSE TO RFI'S

- A. OCTA's response to RFIs will be in writing. RFIs received after 12:00 noon will be considered as received on the following working day for purposes of establishing the start of the 14 day response time. Contractor shall indicate on the RFI the date by which response is required. OCTA's response may include a request for additional information, in which case OCTA's time for response will date from time of receipt of additional information.

- B. No extension of time will be granted because of Contractor's failure to submit RFIs in a timely manner or to allow a sufficient amount of time for review.
- C. OCTA's response will confirm a stated interpretation or solution or otherwise interpret the design intent; this may include an alternative solution, consistent with the design intent of the Contract Documents. Where such a solution would result, in the contractor's opinion, in an extra cost or time extension to the project, contractor shall notify OCTA prior to implementing the response.
- D. Each RFI and OCTA's response shall become a part of the Contract Documents. To the extent that OCTA's response changes, modifies or amends any portion of the Contract Documents, the response shall be deemed sufficient. No revised Contract Documents will be issued unless the RFI response is insufficient in providing direction to the Contractor. Whenever possible, revised contract documents will be issued in 8-1/2x11 inch or 11x17 inch size, suitable for inclusion with the RFI response. Re-issuance of full size drawings or sets of drawings will be kept to an absolute minimum.

1.05 SPOKEN COMMUNICATIONS

- A. Any spoken instructions given to the Contractor on the job site by any person other than OCTA is subject to nullification by OCTA. Contractor shall obtain written documentation of any and all spoken instructions (especially if instructions may reflect an addition to or deduction from the contract sum) from OCTA prior to commencement of the work resulting from the verbal instructions.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this Section.

END OF SECTION

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SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements necessary to prepare and process Applications for Payment.
2. Administrative and procedural requirements for preparing and submitting a Schedule of Values.

B. Related Sections:

1. Section 01 26 00, Contract Modification Procedures, for administrative procedures for handling changes to the contract.
2. Section 01 32 00, Construction Progress Documentation, for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
3. Section 01 33 00, Submittal Procedures, for administrative requirements governing the preparation and submittal of the Schedule of Values.

1.02 DEFINITIONS

- A. Schedule of Values (Cost Breakdown): A document furnished by Contractor allocating portions of the Contract Price to various portions of the work and used as the basis for reviewing Contractor's Applications for Payment. The Contract Scope of Work including any and all required deliverables are considered by OCTA to be part of the Schedule of Values upon which progress payments will be made to the Contractor, and if not clearly identified in the Contractor's Schedule of Values, 100% of progress payment will not be made until all required Scope of Work items are completed and received by OCTA.

1.03 SCHEDULE OF VALUES

- A. Prepare and submit within 15 calendar days after the effective date in the Notice to Proceed, but in any event prior to the Contractor's first Application for Payment, for approval by OCTA, a Schedule of Values. If the schedules are affected by Change Orders, prepare and submit updated copies of the schedules under this Section.
- B. Submit, under the provisions of Section 01 33 00, Submittals, and a Schedule of Values including the following information:

1. Identify items in the Schedule of Values with the title of Project and location, agreement number, name and address of the Contractor, date of submission, Specification Section/Subsection number, Specification Section/Sub-section title, and Bid item number as contained in the Schedule of Quantities and Prices submitted with the Contractor's bid.
2. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values as itemized in the Cost Breakdown for progress payments during construction. Percentage of completed items installed will be paid.
3. Provide a line item to identify each of the following:
 - a. Bonds;
 - b. Insurance premiums;
 - c. Mobilization cost (not to exceed 10% of the total contract amount).
 - d. Field supervision;
4. Upon request by OCTA, support values given with data, which will substantiate the correctness of the values.
5. In addition to the requirements stated in the General Conditions, the Schedule of Values shall be in the form of an Excel hardcopy spreadsheet along with the electronic file on a read-only compact disk (CD-ROM).
- C. Each item shall include a directly proportional amount of Contractor's overhead and profit, which will not be paid separately.
- D. Lump Sum bid payment based on Schedule of Values approved by OCTA based on percentage of work completed.
- E. The sum of all values listed in the schedule shall equal the total contract Sum.
- F. Cost loading of Schedule of Values is for fund management purposes only and will not be constructed to establish unit cost.
- G. OCTA's Review: OCTA will review the Schedule of Values to assure that they are reasonable and balanced. When approved, they will be used in reviewing and approving the monthly partial payment requests. If review by OCTA indicates that changes to the schedules are required, upon five (5) calendar days the Contractor shall revise and resubmit schedules in the same manner as the original schedules were prepared and submitted.

1.04 APPLICATION FOR PAYMENT – GENERAL

- A. Progress Payment Application: The Authority, no later than 25th day of each month, shall prepare a progress payment estimate based on the estimated percentage of completion of each Bid Item and on the Contractor's actually incurred allowable expenses on such Bid Items. The Authority will issue the progress payment, in the amount it deems appropriate, by approximately the 15th day of the following month.
- B. Application for progress payments and partial progress payments shall be in accordance with Contract General Provision and the approved Schedule of Values.
- C. The Contractor shall submit the progress payment application prepared by the Authority and signed by the Contractor's authorized representative and furnish an invoice for further process based on a schedule to be established at the pre-construction meeting. Submit other documentation such as certified payroll, monthly labor utilization form, and waivers as required by contract.
- D. For the final payment, OCTA shall determine if all Work of the Contract has been performed by the Contractor according to the provisions of the Contract. OCTA shall make a final estimate and determine the amount remaining due the Contractor. This amount shall include any amounts withheld from previous estimates, but exclude any and all deductions that have been or should be made at the time under other sections of these Specifications.

1.05 WORK AUTHORIZATION CHANGE NOTICE WORK

- A. Measurement and payment of Work associated with a Work Authorization Change Notice (WACN) shall be as detailed in OCTA's Exhibit A.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

PART 4 - MEASUREMENT AND PAYMENT

Not Used.

END OF SECTION

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SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Administrative provisions for coordinating construction operations on project including, but not limited to, the following:
 - a. General project coordination procedures.
 - b. Administrative and supervisory personnel.
 - c. Project meetings.

B. Contractor is responsible for coordination with OCTA selected material suppliers and contractors involved in the project.

C. Related Sections:

1. Section 01 32 00, Construction Progress Documentation, for preparing and submitting Contractor's construction schedule.
2. Section 01 43 01, Contractor Qualifications and Requirements, for required staff and qualifications.
3. Section 01 71 23, Field Engineering, for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Section 01 77 00, Closeout Procedures, for coordinating closeout of the contract.
5. Individual specification sections for normal startup, testing, and adjusting procedures required.

1.02 COORDINATION

- A. Coordination: Coordinate construction operations with those of other OCTA selected material suppliers and contractors. Coordinate construction operations included in different sections of the specifications to ensure efficient and orderly installation of each part of the work. Coordinate construction operations, included in different sections, which depend on each other for proper installation, connection, and

operation. Contractor is responsible for progress and performance of the work, and shall provide direction to others as required to properly coordinate trades and processes.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Coordinate equipment installation requirements with equipment contractors to prevent delays and facilitate proper installation. Acknowledge, accommodate, and respect equipment contractors' needs for access to the work for the periods required to complete equipment installation. Incorporate these periods into the construction progress schedule and work plan before commencing work.
- B. Prepare memoranda for distribution to each party involved (including OCTA and separate contractors and suppliers) outlining special procedures required for coordination. Include such items as required notices, actions, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Pre-installation conferences.
 7. Startup and adjustment of systems.
 8. Training activities.
 9. Project closeout activities.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.03 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of date of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at project site. Conform to requirement of Section 01 43 01 Contractor Qualifications and Requirements. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to project.
 - 1. Post copies of list in project meeting room and in temporary field office. Keep list current at all times.

1.04 INITIAL CONSTRUCTION MEETING

- A. OCTA will schedule the Initial Construction Meeting (Pre-construction meeting) after the Contractor has been provided the written Notice to Proceed.
- B. OCTA will distribute a notice of this meeting, along with an agenda of the subjects to be addressed at least one (1) work day prior to the meeting.
- C. Contractor's Construction Project Manager and key staff, as defined in Section 01 43 01, and as identified per the requirements of 1.03, shall attend the meeting.
- D. The following is a minimum agenda for the Initial Construction Meeting:
 - 1. OCTA will explain and discuss:
 - a. Insurance, laws, codes, maintenance of traffic, permits, quality control, inspection, and related items.
 - b. Preparation, submittal, and review of Site Specific Work Plans (SSWP)
 - c. Procedures for processing RFI's and Submittals
 - d. Monthly estimate cutoff dates, and procedures for processing Applications for Payment.
 - e. Distribution of the contract documents.

- f. Preparation of record documents.
 - g. Use of the premises.
 - h. Work restrictions and permitted working hours.
 - i. Owner's occupancy requirements.
 - j. Responsibility for temporary facilities and controls.
 - k. Procedures for disruptions and shutdowns.
 - l. Construction waste management and recycling.
 - m. Parking availability.
 - n. Areas available for Contractor's Office, work, and storage areas.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
2. The Contractor shall introduce, explain, and discuss the following:
- a. Contractor's representatives and personnel, briefly describing each person's responsibilities, and furnishing complete contact information for the Contractor's staff.
 - b. Arrangements for safety, first aid, emergency actions, and security.
 - c. A list of Subcontractors and suppliers.
 - d. Sequence of critical Work, the construction schedule and the submittal schedule.
 - e. Plan for construction sequencing of entire Contract, general worksite layout, temporary facilities, erosion and sedimentation control plans, haul routes, noise, air and water pollution control and temporary closure plans.
 - f. Breakdown of lump sum and Unit Price items.
 - g. Status of coordination and notification for utility Work.
 - h. Locations and use of office, storage, parking and construction areas.
 - i. Method of providing security to the Worksite.

- j. Construction methods and coordination of Work within the provisions of the Contract Documents.
- k. Coordination with the Work of Subcontractors and procedures for sharing access to the Worksite.
- l. Plan for deliveries of major construction equipment and deliveries of long lead-time materials and products needed in the construction of this Contract.

1.05 PROGRESS MEETINGS

- A. Progress meetings will be scheduled on a weekly basis and more often as necessary by OCTA. OCTA will make every effort to accommodate the Contractor's availability in establishing the meeting schedule.
- B. Attendees: In addition to OCTA and representatives of the Contractor, subcontractors, suppliers, and other entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with project and authorized to conclude matters relating to the work.
- C. Meetings will focus on the competent and timely execution of the Work under the Contract. OCTA will chair these meetings. Weekly site meetings will start when Contract Work commences. At the weekly meetings the Contractor shall present a review of the following topics:
 - 1. Safety and accidents.
 - 2. Contractor's Schedule status.
 - 3. Progress according to the current approved CPM schedule.
 - 4. Presentation of new 28-day schedule.
 - 5. Critical activities on the 28-day schedule.
 - 6. OCTA's needs and requests
 - 7. Specific late items of Work.
 - 8. Overall Project schedule status.
 - 9. Contract time.
 - 10. Public impacts, notifications, and contacts.

11. RFI, submittal and change order logs and status.

12. Contract Issues including:

- a. Status of proposal requests.
- b. Pending changes.
- c. Status of Change Orders.
- d. Pending claims and disputes.
- e. Documentation of information for payment requests.

1.06 PRE-INSTALLATION CONFERENCES:

- A. Contractor shall conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction, as required in individual specification sections.
- B. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advice OCTA of scheduled meeting dates.
- C. Suggested Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - 1. Contract Documents.
 - 2. Options.
 - 3. Related RFIs.
 - 4. Purchases.
 - 5. Deliveries.
 - 6. Submittals.
 - 7. Review of any required mockups.
 - 8. Possible conflicts.

9. Compatibility problems.
 10. Time schedules.
 11. Weather limitations.
 12. Manufacturer's written recommendations.
 13. Warranty requirements.
 14. Compatibility of materials.
 15. Acceptability of substrates.
 16. Installation procedures.
 17. Coordination with other work.
 18. Required performance results.
 19. Protection of adjacent work.
- D. Contractor shall record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- E. Reporting: Distribute minutes of the meeting to OCTA, each party present and to other parties requiring information.
- F. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the work and reconvene the conference at earliest feasible date.

1.07 PROJECT CLOSEOUT MEETING:

- A. OCTA will schedule and conduct a project closeout conference, at a time convenient to Contractor, but no later than 15 calendar days prior to the scheduled date of Substantial Completion. The conference will review requirements and responsibilities related to project closeout.
- B. Attendees: OCTA, Contractor's key personnel, major subcontractors and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with project and authorized to conclude matters relating to the work.
- C. Agenda: OCTA will introduce and discuss items of significance that could affect or delay Project closeout, including the following:

1. Preparation of record documents.
2. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
3. Submittal of written warranties.
4. Requirements for preparing operations and maintenance data.
5. Requirements for demonstration and training.
6. Preparation of Contractor's punch list.
7. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
8. Final Submittal procedures.
9. Coordination of separate contracts.
10. Owner's partial occupancy requirements.
11. Installation of Owner's fixtures, and equipment.
12. Responsibility for removing temporary facilities and controls.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 REPORTING

- A. Minutes: OCTA Project Manager will record significant discussions and agreements achieved at all conference chaired by OCTA Project Manager, including initial construction meeting, progress meetings and project closeout meeting. OCTA Project Manager will distribute the meeting minutes to everyone concerned within five (5) working days of the meeting.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this section.

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section specifies the requirements for preparation of a preliminary schedule, a Contractor's Progress Schedule, related narratives, and progress reporting.
- B. The reports and schedules shall be designed to:
 - 1. Assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract
 - 2. Assist the Contractor and OCTA Project Manager in appraising:
 - a. The attainability of the proposed schedule.
 - b. Conformance to contract requirements.
 - c. The progress of Work.
- C. For all schedules and scheduling requirements/activities related to this Contract, the Contractor shall utilize the latest version of Primavera Project Planner and or Microsoft Project software as directed by the OCTA Project Manager.

1.02 SUBMITTALS

- A. Submit the following information under the provisions of 01 33 00, Submittal Procedures. All electronic file submittals shall include the entire schedule, which is typically provided by utilizing the file backup routine in the software. Electronic submittals shall be on read-only compact disc (CD-ROM) media.
 - 1. Construction Schedule (with narrative) in print and electronic format.
 - 2. Contractor's Progress Schedule in print and electronic format.
 - 3. Weekly Progress Reports (28 day schedule) in print and electronic format.
- B. Milestones, as specified in the Contract Documents, shall be incorporated into all areas of the scheduling process.

1.03 CONTRACTOR'S CONSTRUCTION SCHEDULE (BASE SCHEDULE)

- A. Within five (5) calendar days of the Notice to Proceed, the Contractor shall prepare and submit to the Engineer for approval a detailed schedule of work. This schedule

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

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- A. This Section specifies the requirements for preparation of a preliminary schedule, a Contractor's Progress Schedule, related narratives, and progress reporting.
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 - 1. Assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract
 - 2. Assist the Contractor and OCTA Project Manager in appraising:
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- B. Milestones, as specified in the Contract Documents, shall be incorporated into all areas of the scheduling process.

1.03 CONTRACTOR'S CONSTRUCTION SCHEDULE (BASE SCHEDULE)

- A. Within five (5) calendar days of the Notice to Proceed, the Contractor shall prepare and submit to the Engineer for approval a detailed schedule of work. This schedule

- shall indicate the areas in which the Contractor anticipates working and the dates during which construction operations will be performed. All submittals by the Contractor shall be listed on the schedule as parts of construction activities. The Contractor shall submit three (3) hard copies and a PDF file of the schedule to the Engineer for approval.
- B. The detailed schedules shall be of the bar chart or critical path method, at the Contractor's option. The critical path method type schedule shall be in the form of a network diagram and activity listing. The schedule shall be comprehensive, covering activities at the site of the work, procurement, and construction.
- C. The schedule shall identify work items or Milestones that affect or are affected by OCTA Project Manager, other utilities, and other third parties including Subcontractors.
- D. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the judgment of the OCTA Project Manager, it provides an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as any activity requiring time and resources (manpower, equipment and/or material) to accomplish. Activity durations will be in workdays. Typical construction activity durations should be between 3 and 14 workdays. Exceptions may be reviewed by the OCTA Project Manager where sub-schedules will be used to define critical portions of prime schedules, materials delivery, key submittals, etc. Activities shall include but not necessarily be limited to the following:
1. Project mobilization.
 2. Submittal and review of plans and procedures.
 3. Procurement of Materials.
 4. Each item of Work.
 5. Final cleanup.
 6. Final inspection.
 7. All activities by Contractor, OCTA Project Manager, and others, which affect progress or required dates for completion, or both, for each part of the Work.
 8. Release of areas to OCTA Project Manager according to Milestone Dates.
- E. Other requirements that shall be incorporated into the Contractor's schedule include
1. Division of Work into major work areas (i.e. Areas 1, 2, etc.).
 2. Manpower required to perform the Work in total man-hours by craft for each activity.

3. All activities that require unusual shift work, such as two shifts, 6-day workweek, etc. shall be clearly identified in the schedule.
- F. Each activity shall be labeled with an alphanumeric work breakdown structure/sorting/selection code.
- G. The sequence, duration in workdays, and interdependence of activities required for the complete performance of all work shall be shown.
- H. The schedule shall begin with the date of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract.
- I. The schedule shall be comprised of a network diagram and shall include the following:
 1. Time scaled network diagrams based on calendar days and shall be critical path method (CPM) precedence format showing the sequence/interdependence of activities required for complete accomplishment of all items of work.
 2. Each activity shall be plotted so that the start/finish dates can be determined graphically (by comparison) with the calendar scale.
 3. All network diagrams shall be drawn legibly and accurately on 22" x 34" size media, or other size acceptable to the OCTA Project Manager.
 4. Each activity shall be labeled with complete description, planned duration in workdays, and total float time.
 5. The schedules shall accurately indicate the sequence and interdependency of all work activities.
 6. A narrative shall be included that explains the basis for Contractor's determination of progress logic and estimated durations and required man-hours. It shall include estimated quantities and production rates; hours per shift; workdays per week; and types, numbers, and capacities of major construction equipment to be used.

1.04 CONTRACTOR'S PROGRESS SCHEDULE

- A. The Contractor shall update the Progress Schedule monthly (the "Schedule Update") and submit to the OCTA Project Manager for review concurrent by the 5th of the month following month for which the progress reflected on schedule.
- B. Progress Payment to Contractor will not be made until a schedule conforming to the requirements stated herein is submitted each month to the OCTA Project Manager. A continued failure to supply such schedule data shall be grounds for declaring Contractor in default of the Contract.
- C. Contractor's progress schedule shall:

1. Become an integral part of the Contract and will establish interim completion dates for the various activities under the Contract and shall reflect and be consistent with the Milestone Dates established by the Contract.
2. Be used to determine if any activity is not completed by the Milestone date.
3. Be combined with the Schedule of Values for use in the Contractor's submittal/application for and the OCTA Project Manager's review and approval of monthly partial payments.

1.05 PROGRESS REPORTING

- A. Contractor shall provide regular progress reports monthly along with progress schedule submittal to include as described herein.
- B. A statement that the approved Contractor's Progress Schedule has not changed or has been revised. Only the revisions described in this statement shall be made to the progress schedule.
- C. A 28-day schedule covering the past week, current week and two weeks ahead at each scheduled weekly meeting. The schedule shall be a bar chart schedule, divided into 28 calendar days, listing all activities for the four-week period. Scheduled and actual start and finish dates shall be shown. Each activity shall be identified by its approved activity number and a brief description. The bar chart schedule shall have in the heading the Project Title, Contract Number, Contractor's Name, Date, Contract Day Number and Remaining Contract Days.

1.06 PROGRESS EVALUATION

- A. If at any time during the Project, the Contractor fails to complete any activity by its latest scheduled completion date and which late completion of such activity will impact the end date of the work past the Contract Completion Date, Contractor shall within five (5) working days, submit to the OCTA Project Manager a written statement as to how and when Contractor will reorganize his work force to return to the current Contractor's construction schedule. Whenever it becomes apparent from progress evaluation and updated construction schedule data that any Milestone Date(s) or the Contract Completion Date will not be met, Contractor, at his sole cost, shall take some or all of the following actions:
 1. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract Completion Date.
 2. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of work.

3. Reschedule work items to achieve concurrent accomplishment of work activities.
- B. Under no circumstances will the addition of equipment or construction forces, increasing work hours, or any other method, manner, or procedure required to return to the contractually required completion date be considered justification for a change order or treated as an acceleration.
- C. The Contractor's Progress Schedule shall begin with the date of issuance of the Notice to Proceed (NTP) and conclude with the date of final completion of the project. Float or slack time within the Progress Schedule is not for the exclusive use or benefit of either the OCTA Project Manager or the Contractor but is a jointly owned expiring project resource available to both parties as needed to meet contract milestones and the Contract completion date.

1.07 SUBMITTAL OF SCHEDULES

- A. The Contractor shall submit to the OCTA Project Manager for review, two (2) copies of the construction schedule (base schedule) within time frame specified herein. Allow OCTA a minimum of 2 weeks to review the construction schedule. Contractor shall address OCTA's comments on schedule and resubmit within five (5) workdays from receipt of OCTA's comments.
- B. The Contractor shall submit to the OCTA Project Manager for review two (2) hard copies of the Contractor's Progress Schedule, one (1) copy of all schedule data, along with one electronic copy within the time frames specified herein. Updates of the Contractor's schedule shall be submitted monthly as part of the payment application submittal.
- C. OCTA Project Manager will have five (5) workdays after receipt of the Contractor's Progress Schedule to respond. Upon receipt of OCTA Project Manager's comments, the Contractor shall confer with the OCTA Project Manager on the appraisal and evaluation of the proposed Contractor's Progress Schedule. The Contractor shall make necessary changes resulting from this review, and the Contractor's Progress Schedule shall be resubmitted for review within three (3) workdays after the receipt of comments.
- D. The Contractor's construction schedule (base schedule) when reviewed and recognized by the OCTA Project Manager shall stand until updated schedules are submitted to reflect actual completed work, reviewed changes, or recognized delays.
- E. All updated or revised schedules submitted after the base schedule shall be in the same detail as the base submittal unless modified in writing by the OCTA Project Manager.

1.08 REVISIONS TO REVIEWED SCHEDULE

- A. The Contractor shall accomplish the Work in accordance with Contractor's construction schedule recognized by the OCTA Project Manager. Changes made to Contractor's construction schedule for accomplishing the Work shall in all cases require prior approval by the OCTA Project Manager.
- B. The Contractor shall reflect processed Change Orders that affect the schedule, and issuance of emergency change authorizations in the next schedule submittal.
- C. If Contractor desires to make a major change to Contractor's construction schedule, the Contractor shall submit to the OCTA Project Manager a schedule change request in writing stating the reasons and justification for the change, for OCTA's review and acceptance. Major changes are defined as follows:
 - 1. Those that affect the time estimate for the accomplishment of an activity.
 - 2. Those that affect the sequence when varied from the original schedule to a degree that there is doubt that the agreed Contract Completion Date will be met.
 - 3. Changes to activities having adequate float to absorb the change shall be considered as minor changes, except that an accumulation of minor changes may be considered a major change when the effect of such changes impact the Project Milestones or the Contract Completion date.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

- A. No separate measurement or payment shall be made under this section. Contractor's Progress Schedule will be reviewed each month. The monthly progress payment will not be made until the Contractor's Progress Schedule is found by the OCTA Project Manager to be in conformance with the requirements of this Section.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section consists of requirements for Contractor submittals to the OCTA Project Manager including plans, procedures, certificates, shop drawings, product data, samples, and miscellaneous Work-related submittals. Individual submittal requirements are specified in the applicable specification section for each unit of Work. No construction work shall be commenced prior to submittals and acceptance of all submittals and shop drawings required per contract documents.

1.02 DEFINITIONS

- A. Submittals are categorized for convenience as follows:
 - 1. Plans and Procedures: Include narrative descriptions, diagrams, equipment, procedures for excavation, demolition, site clearing, maintenance of traffic, etc.
 - 2. Certificates: Include certified material test reports, certification of proper disposal of demolition materials, or tickets demonstrating compliance with materials, tests or specifications indicated.
 - 3. Equipment: Include equipment specifications, manufacturer information and demonstration of suitability of equipment for intended use.
 - 4. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work. Include standard printed information on materials, products and systems to be furnished by the Contractor for this Contract.
 - 5. Shop Drawings: Include detailed manufacturing and layout information, drawings, diagrams, schedules, and illustrations, demonstrating the contractor's approach to meeting the intent of the plans and specifications. Shop drawings shall be submitted to the Engineer for review and comment on the conformance of the submitted information to the general intent of the design.
 - 6. Samples: Include physical examples of materials either for limited visual inspection or selection, or (where indicated) for confirmation, testing, and analysis by the OCTA Project Manager.

7. Miscellaneous Submittals: Such submittals shall be related directly to the Work, not administration related. Include but not be limited to asphalt concrete mix design, work schedule, phasing plans, warranties, guarantees, maintenance agreements, workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock (and similar information) and, devices and materials applicable to the Work but not processed as shop drawings, product data or samples. Beside the shop drawings required in the project plans or specifications, the OCTA Project Manager may require additional shop drawings demonstrating the contractor's approach to meeting the intent of the plans and specifications as a part of Quality Control/Quality Assurance.
- B. Product data, shop drawings, samples, and any other submittals are not contract documents.

1.03 SCHEDULE OF SUBMITTALS

- A. It is the Contractor's responsibility to identify the submittals that will be required in each section of specifications and on the contract drawings and determine the date on which each submittal will be made. The submittal schedule shall be submitted by the Contractor at time of initial construction meeting to the OCTA Project Manager for review and acceptance. Allow OCTA a minimum of 14 calendar days to review Schedule of Submittal. After review and return by the Engineer, resubmit Schedule of Submittal within 7 calendar days.
- B. Throughout the duration of the Contract, Contractor shall, at the OCTA Project Manager's request, submit all product or procedure documentation for any activity in the Contract.

1.04 GENERAL SUBMITTAL REQUIREMENTS

- A. Administrative Requirements for Submittal: Submittals shall be made in accordance with requirements specified herein and in Product Sections of the Specifications.
- B. Transmission of Submittals: Transmit all submittals through the Project Engineer, unless otherwise directed. Include all information specified below for identification of submittals and for monitoring of review process.
- C. Make submittal at time required per the contract documents and per the Submittal Schedule accepted by OCTA. Allow three (3) weeks for the OCTA's Consultant to review and accept submittals.

- D. OCTA Project Manager and Contractor shall discuss at the initial construction meeting, the exact procedure to be adopted for the processing of submittals. Generally, submittals shall be made at the time indicated in Contractor's approved submittal schedule. OCTA Project Manager will process submittals within 21 calendar days after receipt of each submittal including resubmittals from Contractor. After review and return by the Engineer, resubmit the submittals within 7 calendar days.
- E. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede the progress of the Work. Contractor shall provide, unless otherwise indicated, five (5) hard copies of each submittal.
- F. Contractor shall, before making submittals, ensure that products will be available in the quantities and in the time required by the Contract.
- G. Contractor shall coordinate and sequence different categories of submittals for same work, and interface units of work, so that one will not be delayed for coordination with another.
- H. Contractor shall maintain a file of all approved submittal documents on work site.
- I. Where required by California law, or as specified in the Contract Documents, submittals shall be signed and sealed by a Professional Engineer licensed in the State of California, or Land Surveyor licensed in the State of California as applicable.
- J. Submittals shall be consecutively and uniquely numbered using a document identifier including Contract number and the appropriate suffix, which will include specification section number and submittal number. Submittals under each specification section shall be in a separate package.
- K. Submittals Identification: Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. Re-submittals shall use same number as original submittal, followed by a letter R and a number indicating sequential re-submittal. For example:

3300-1	First submittal for Section 3300 – Asphalt Concrete Mix Design
3300-2	Second submittal for Section 3300 – Asphalt Concrete Mix Design.
3300-2-R1	Re-submittal of second submittal for Section 3300 – Asphalt Concrete Mix Design.
3300-2-R2	Second re-submittal of second submittal for Section 3300 – Asphalt Concrete Mix Design.

1. Title each submittal with Project name, the Authority's Project number, Submittal number, Sequence number of Submittal, Contractor's Project number and submission date.
 2. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to clearly correlate submittal with Contract Drawings. Identify field dimensions clearly and relationships to adjacent or critical features of Work, any deviations from the contract documents and applicable standards, ASTM, ACI, OSHA, etc.
- L. Contractor's review of submittals: Prior to submission to the Engineer for review, Contractor shall review each submittal for completeness and conformance to specified requirements. Contractor shall stamp each submittal with a review action stamp and sign each copy certifying that:
1. Field measurements have been determined and verified.
 2. Field construction criteria have been verified.
 3. Catalog numbers and similar data are correct.
 4. Conformance with requirements of Contract Drawings and Specifications is confirmed.
 5. All deviations from requirements of Drawings and Specifications have been identified and noted, and product is available.
- M. Submittals which are received from sources other than through Contractor's office or which have not undergone Contractor's review, will be returned marked "Without Action".
- N. Contractor shall be responsible for timely delivery of submittals in the proper specified format for each submittal category.
- O. Except as otherwise indicated in individual work sections, the Contractor shall comply with requirements specified herein for each indicated category of submittal.
- P. The Contractor shall include an up-to-date log of submittals in each submittal package.
- Q. Grouping of Submittals: Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items. The Engineer may reject partial submittals as incomplete or hold them until related submittals are made. Submittals under a specification section shall be in one submittal package.
- R. Unsolicited Submittals: Unsolicited submittals will be returned un-reviewed.

- S. Record Submittals: When record submittals are specified, submit three hard copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.

1.05 SHOP DRAWINGS

- A. Shop drawings shall be prepared using AutoCAD. Unless otherwise approved by the OCTA Project Manager or indicated in specific sections of the project specific specifications, shop drawings shall be scaled sufficiently large to accurately show all pertinent aspects of the item and its relationship to the work. Acceptable shop drawings hard copy sizes are: 22" x 34", 11" x 17" and 8½" x 11". The Contractor shall additionally submit the shop drawing on electronic media in PDF format and in AutoCAD format compatible with AutoCAD version 2012.
- B. Shop drawings shall be original drawings prepared for submittal review, fabrication and execution of Work. Direct copies and modified reproductions of Contract Drawings will not be accepted for review. Provide space for review action stamps. Contractor shall field verify all existing conditions and all measurements on site before preparing and submitting shop drawings.
- C. Detailed work drawings shall be submitted by Contractor for temporary structures and for such other temporary work as may be required for construction, but which does not become an integral part of the completed project. Submittals shall include back-up calculations or any information needed to explain the structure or system or its intended use.
- D. Where a submittal involves engineering computations or original design work is depicted, the submittal shall show the name, the State of California registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with standards, codes, and acceptable engineering practice.
- E. Contractor shall submit 5 hard copies and a PDF file of each shop drawing submittal. Distribution of submitted shop and working drawings by Contractor for OCTA Project Manager's use will be performed by OCTA Project Manager. Review comments of OCTA Project Manager, and other parties as may be required will be shown on the reproducible set when it is returned to Contractor. Contractor shall make and distribute all copies required for his purposes.

1.06 PRODUCT DATA

- A. Contractor shall collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project.

- B. Contractor shall include the manufacturer's standard printed recommendations for application and use, certification of compliance with standards, notation of field measurements, which have been checked, and special coordination requirements. A Material Safety Data Sheet (MSDS) shall be submitted for each product.

1.07 CERTIFICATES OF COMPLIANCE

- A. Certificates of Compliance shall be submitted by Contractor to OCTA Project Manager for those materials and products for which no samples and test results are specified. The certificates shall:
1. State that the product complies with the respective contract specification and contract drawing requirements.
 2. Be accompanied by a certified copy of test results pertaining to the product. All test equipment used shall be verified to be in calibration at the time of each test and test reports shall so indicate. No test shall be made without such verification. When required by the Contract Documents or by law, certified test results shall be sealed by a Professional Engineer licensed to practice in the State of California.
 3. Show product represented and its location in the Contract, producer's name, product trade name and catalog number as applicable, place of product origin, test date, testing organization's name and address, quantity of the product to be furnished, and the related Contract Drawing and specification section numbers.

1.08 SAMPLES

- A. Provide samples of each color, texture and pattern identical with final condition of proposed materials or products for the work. Include range of samples (not less than three units) where unavoidable variations may be expected. Submit one item only of actual assembly or product. Full-size and complete samples may be returned or may be incorporated into field mock-up and the Work.
- B. Submit actual samples. Photographic or printed reproductions will not be accepted. For manufacturer's products, the Contractor shall submit samples from manufacturer, with manufacturer's finish.
- C. Include information with each sample showing generic description, source or product name, manufacturer and compliance with standards and specifications.
- D. Samples are submitted for review and confirmation by OCTA Project Manager. The Engineer will review and select material for Project only after all samples are received, so that materials may be probably coordinated.

OCTA Project Manager will not test samples (except as otherwise indicated) for compliance with specifications. Contractor shall have the exclusive responsibility of demonstrating material compliance.

1.09 SURVEY DATA

- A. As required per contract documents and/or by OCTA Project Manager, Contractor shall submit survey data, signed and sealed by a Land Surveyor licensed to practice in the State of California. Refer to Section 01 71 23, Field Engineering for requirements.

1.10 GENERAL DISTRIBUTION

- A. Contractor shall provide distribution of OCTA Project Manager's reviewed submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators and installers, governing authorities, and others as necessary for proper performance of the Work.
- B. Contractor shall include such additional copies of transmittal to OCTA Project Manager, where required, to receive status marking before final distribution.

1.11 REVIEW OF SUBMITTALS

- A. Submittals shall be a communication aid between Contractor and the Engineer by which interpretation of Contract Documents requirements may be confirmed in advance of construction. OCTA Project Manager will review submittals for general conformance with the design concept only. Such review by OCTA Project Manager shall not relieve Contractor or any subcontractor of responsibility for full compliance with contract requirements, for proper design of details, for proper fabrication and construction techniques, for proper coordination with other trades, or for providing all devices required for safe and satisfactory construction and operation.
- B. Changes shall only be authorized by separate written Change Order or Construction Change Authorization, in accordance with the Conditions of the Contract and Section 01 26 00 - Contract Modification Procedures.

1.12 SUBMITTAL STATUS

- A. Submittals reviewed by OCTA Project Manager and returned to Contractor will be marked with one of the following designations:
 - 1. Conforms.
 - 2. Conforms with Corrections as Noted

3. Revise as Noted and Resubmit.
 4. Rejected. Resubmit
 5. No Action Taken
- B. Contractor shall not proceed with procurement, manufacture or fabrication of items submitted for review, until such submittals have been designated by OCTA Project Manager as "Conforms" or "Conforms with Corrections as Noted". Until submittal items receive a conforming designation by OCTA Project Manager, any costs associated with procurement for these items shall be at the Contractor's risk.

1.13 SUBMITTALS DESIGNATED AS "CONFORMS" OR "CONFORMS WITH CORRECTIONS AS NOTED"

- A. Each copy of the submittal so designated by OCTA Project Manager will be identified accordingly by being so stamped and dated.
- B. One reproducible copy will be returned to Contractor.
- C. When a submittal has been designated as "Conforms" by OCTA Project Manager, Contractor shall carry out construction in accordance therewith and no further changes shall be made therein except upon written approval and instructions from OCTA Project Manager.
- D. Contractor shall take responsibility for and bear all cost of damages, which may result from the ordering of any material or from proceeding with any part of the Work prior to submittal being marked "Conforms" or "Conforms with Corrections as Noted" by OCTA Project Manager.
- E. Where drawings are stamped "Conforms with Corrections as Noted" OCTA Project Manager shall indicate the corrected detail or information as required.
- F. Submittals stamped "Conforms" do not relieve the contractor from the responsibility of performance of Work as intended in the plans and specifications. Refer to 1.11 of this Section.

1.14 SUBMITTALS DESIGNATED AS "REVISE AND RESUBMIT," OR "REJECTED. RESUBMIT"

- A. Each copy of the submittal so designated by OCTA Project Manager will be identified accordingly by being so stamped and dated.
- B. One copy will be returned to Contractor.

- C. If corrections to the submittals are required, copies returned to Contractor will be marked "Rejected. Resubmit", or "Revise and Resubmit", and the required corrections shall be made on the re-submittal copies.
- D. Re-submittals will be handled in the same manner as first submittals. Direct specific attention in writing on re-submittals to revisions other than the corrections requested by OCTA Project Manager on previous submittals. Re-submittals shall use the same number as original submittal but will be modified by R and number of re-submittal in the suffix.
- E. Contractor shall notify OCTA Project Manager prior to execution of any correction, which constitutes a change of the contract requirements indicated on the submittals.

1.15 SUBMITTALS DESIGNATED AS "NO ACTION TAKEN"

- A. Each copy of the submittal so designated by OCTA Project Manager will be identified accordingly by being so stamped and dated.
- B. One reproducible copy will be returned to Contractor.
- C. Submittals made by the Contractor that are not required by the contract documents or were not otherwise requested shall be designated "No Action Taken"

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this Section.

END OF SECTION

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SECTION 01 35 13

SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transitions and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.

1.02 RELATED SECTIONS

- A. Section 01 35 13 - Coordination with OCTA and City: Authority occupancy and maintenance of utility services.
- B. Section 01 73 29 - Cutting and Patching: General requirements for cutting and patching requirements.
- C. Section 01 50 00 - Temporary Facilities and Controls: Temporary enclosures, protection of installed Work, and cleaning during construction.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in PART 2 - PRODUCTS of applicable product Specification Sections, provide suitable products and construction procedures for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspection and testing of Products where necessary, referring to existing construction as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for execution of Work.
- B. Beginning of alteration Work will be interpreted to mean that Contractor has

examined existing conditions and determined that they are acceptable.

3.02 PREPARATION

A. Coverings:

1. Provide weather- and dust-protection coverings as necessary to contain dust and debris. Protect OCTA Property, buses, equipment, utilities, landscaping, and accessories from dust. Provide appropriate covers over all buses parked adjacent to the work area or protect by sprinkling water over work area to control dust.
2. Close area of work with barricades to protect existing construction and new Work from traffic, weather, and extremes of temperature and humidity. At end of work day, provide enclosure around work area with flashing lights so that traffic is aware of construction excavations and new work.
3. Coordinate construction delineation with barricades, but provide OCTA staff cars buses adequate passage to enable the Authority to continue to pass through to parking areas. Provide Bus passage through construction areas if required. OCTA Facility will remain operational during construction.
4. Adjacent bus parking stalls will be used during construction. Provide adequate passage for OCTA buses and staff cars to park in adjacent parking stalls during construction. Do not allow contractor's cars or equipment to park in bus parking stalls adjacent to construction
5. See Section 01 50 00 - Temporary Facilities and Control for additional requirements.

B. Protective Devices and Directional Signage: Provide barricades, directional signage and other protective devices to enable the Authority to continue bus operations, bus traffic through construction areas, occupancy and operation in the existing buildings and adjacent parking stalls. See Section 01 50 00 - Temporary Facilities and Control for additional requirements.

C. Access for Work: Demolish, Cut, move or remove items as necessary for access for alterations, renovation and extension Work. Replace and restore at completion.

D. Disposal of Materials: Immediately remove unsuitable material not marked for salvage, such as decayed wood, insulation, asphalt concrete, corroded rebar, accessories and other materials as required to complete the work. Replace materials as specified for finished Work.

1. Do not allow debris to accumulate in work areas. Dispose debris daily off-site in a legal manner. Dispose all existing asphalt concrete and accessories that are to be removed, and legally dispose off-site.

2. Remove debris and abandoned items from work area and from parking spaces.
- E. Surface Preparation: Remove surface finishes and prepare surfaces to provide for proper installation of new materials and finishes.
- F. Protection: Protect buses and equipment parked adjacent to construction area from damage.

3.03 INSTALLATION

- A. Coordinate Work for alterations and renovations to expedite completion and to accommodate the Authority's concurrent occupancy and use of the facility.
- B. Coordinate Work for alterations and renovations in a timely manner to expedite completion and minimize disruption to the Authority's continued use occupied areas and spaces. Park all construction equipment and materials inside areas of construction and barricade construction area on all sides at end of work day. Provide flashing lights around work area from dusk to dawn.
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified new condition. Refer to Section 01 73 29 - Cutting and Patching.
- D. Refinish visible existing surfaces to condition before start of construction. Match adjacent finish surface in color and material. Finish to specified condition for each material, with a near transition to adjacent finishes.
- E. In addition to specified work, in case of breakdown of under or above ground utilities, plumbing, electrical power, signal systems, and lighting, restore to fully operational condition immediately as before construction commenced. All power, and other systems should be operational at end of work day. The plans are diagrammatic and do not show all utilities, ducting, equipment, and accessories on the site. Contractor will be required to repair immediately utilities, ducting, plumbing lines, power lines, signal and communication system, data lines, equipment, and accessories in case of breakdown or disruption due to construction work and as required to complete the work. Review OCTA record drawings of construction area before excavation.
- F. Install products as specified in applicable product specification Sections.

3.04 TRANSITIONS

- A. Where Work abuts or aligns with existing construction, perform a smooth and even transition. Patches shall match existing adjacent construction in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition is not possible, terminate existing surface along a straight line at a natural line of division. Refer to Section 01 73 29 - Cutting and Patching.

3.05 ADJUSTMENTS

- A. Where removal of materials results in adjacent spaces becoming one, rework to a smooth plane without breaks, steps or bulkheads.
- B. Where a change of plane of 1/4-inch or more occurs, submit recommendation for providing a smooth transition for the Engineer's review.
- C. Fit Work at penetrations of surfaces as specified in Section 01 73 29 - Cutting and Patching.

3.06 REPAIR OF DAMAGED SURFACES

- A. Replace portions of adjacent existing surfaces which are damaged, lifted, discolored, or showing other imperfections or require replacement or repairs during replacement work. Extent of replacement will be required to nearest construction joint, expansion joint, break line, natural break, or in a straight line. Provide a smooth transition between existing and new surface.
- B. Repair substrate prior to patching finish.
- C. Unless noted otherwise or directed by the OCTA Project Manager, all pavement striping, markings, and markers affected by the construction activities shall be reinstalled to match the existing conditions.

3.07 FINISHES

- A. Finish surfaces as specified in applicable Sections.
- B. Finish patches with material and paint to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections or joints.

3.08 CLEANING

- A. In addition to cleaning specified in Section 01 74 23 - Cleaning, clean the Authority-occupied areas affected by construction activities. Clean areas around the site where asphalt concrete material has fallen during work day. Clean site of work daily before leaving site at end of each work day. Haul debris off-site daily. Clean adjacent bus parking areas daily before leaving site

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this section.

END OF SECTION

SECTION 01 35 23

OWNER SAFETY REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work specified in this section consists of furnishing, operating, maintaining, and utilizing safety equipment; providing safety aids on construction equipment; and assuring safe operation. Compliance with requirements of this section shall not relieve Contractor from other obligations imposed elsewhere in contract, by law and by regulation.

1.02 OTHER SECTIONS WITH SAFETY REQUIREMENTS

- A. OCTA Level 3 Health, Safety and Environmental Specifications
- B. Section 01 14 22, Rules and Hours of Operation
- C. Section 01 14 23, Coordination with OCTA and City
- D. Section 01 14 25, Procedures in Construction
- E. Section 01 43 01, Contractor Qualifications and Requirements

1.03 REFERENCE STANDARDS

- A. Comply with the provisions of all local, State and Federal codes, specifications, standards and recommended practices, and OCTA Project Manager Policy, in particular:
 - 1. Cal/OSHA: California State Occupational Safety and Health Administration
 - 2. OSHA: Federal Occupational Safety and Health Administration

1.04 QUALITY CONTROL AND QUALITY ASSURANCE

- A. Contractor's selection and operation of construction equipment and tools shall meet requirements of California State and Federal Occupational Safety and Health Administration (Cal/OSHA, OSHA).
- B. If there is a conflict between any of the above, the most stringent requirement will apply.

1.05 SUBMITTALS

- A. Contractor shall submit, under provisions of Section 01 33 00, Submittals, the following information:
 - 1. Information required by OCTA Level 3 Health, Safety and Environmental Specifications.
 - 2. Material Safety Data Sheet, per Section 01 14 25, Procedures in Construction.
 - 3. Notification to OCTA Project Manager as soon as reasonably possible of any injury to Contractor's employee, subcontractor of any tier, supplier or other entity engaged in any portion of the work while on OCTA Project Manager property. Contractor shall submit an injury report to OCTA Project Manager within 24 hours of said injury.
 - 4. Other records as required by agencies listed in Part 1.03.

1.06 SAFETY AND HEALTH PERSONNEL

- A. Provide a Site Safety Representative, as described in Sections 01 43 01 Contractor Qualifications and Requirements, OCTA Level 3 Health, Safety and Environmental Specifications and the General Provisions, who shall coordinate and supervise onsite safety and health, including training and testing Contractor's personnel.

1.07 CONSTRUCTION AND SAFETY EQUIPMENT

- A. Contractor shall conform to requirements of the OCTA Project Manager, Cal/OSHA, and to applicable codes and regulations of Federal, State, and local authorities having jurisdiction over jobsite safety.

1.08 TESTING EQUIPMENT

- A. Testing equipment as applicable to work site safety shall conform to requirements of California Code of Regulations, Title 8, Division of Industrial Safety, unless indicated otherwise.

1.09 IDENTIFICATION OF CONTRACTOR/SUBCONTRACTOR PERSONNEL

- A. While performing work at worksite, Contractor personnel of any tier shall be identified with employee's company name or logo affixed to employee's hardhat, identification badge, or other identification acceptable to OCTA Project Manager.

- B. Contractor personnel shall wear hard hats, orange safety vests or orange T-shirts with reflective strips, safety glasses, and safety shoes at all times while on the project.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this Section.

END OF SECTION

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