

SECTION VII: GENERAL PROVISIONS - EXHIBIT A

SECTION VII: GENERAL PROVISIONS

A. COST BREAKDOWN

Within fifteen (15) calendar days after "Notice to Proceed," the Contractor shall, upon request by the Authority, submit a cost breakdown of the lump sum Bid entered on the Bid Form for all construction work. This cost breakdown will form the basis for progress payments in accordance with these Specifications and shall show all of the major categories and subcategories of work and equipment requested by the Authority. Additionally, all costs shall be segregated between off-site and on-site costs. Mobilization costs shall not exceed ten percent (10%) of total construction costs. Bonds and insurance costs will be identified as a separate line item. Such cost breakdown shall not be required if the Authority, at its sole discretion, elects to pay the Contractor in lump sum within thirty (30) calendar days of receipt of proper invoice following the Contractor's satisfactory completion and the Authority's acceptance of all work.

B. PROGRESS PAYMENTS

1. The Authority, no later than the twenty-fifth (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 fifteenth (15th) day of the following month.
2. For purposes of calculating the progress payments, Authority will use the cost breakdown submitted by the Contractor for each Bid Item at the start of this Agreement. In no event will the Authority make a progress payment that, when added to the prior progress payments, amounts to a sum more than the Contractor's actual aggregate incurred expenses, adjusted to include Contractor's overhead and profit as allocated to such incurred expenses.
3. The Authority will pay only ninety-five percent (95%) of each progress payment amount as determined above, retaining five percent (5%) as part security for the fulfillment of this Agreement by the Contractor, subject to Public Contract Code 22300.
4. The amount retained in accordance with paragraph B.3., hereinabove from the progress payments will be paid in full to the Contractor as part of the final payment upon Contractor's full completion of this Agreement, except that one half of one percent ($\frac{1}{2}$ of 1%) of this Agreement's total price shall be retained for one (1) year beyond the date of the Notice of Completion filed for this Agreement as partial security for fulfillment of the warranty obligations by the Contractor under this Agreement.
5. No progress payments will be made for materials not installed.

6. Progress payments made by Authority in no way shall be deemed or construed as acceptance by the Authority of work or waiver by the Authority of any rights hereunder.
7. The Contractor shall pay subcontractors, promptly upon receipt of each Authority progress payment; the respective amounts allowed the Contractor on account of the work performed by subcontractors, to the extent of each such subcontractor's interest therein. Such payments to subcontractors shall be based on estimates made pursuant to this Agreement. Any diversion by the Contractor of payments received for prosecution of a contract, or failure to reasonably account for the application or use of such payments, constitutes ground for termination of the Contractor's control over the work and for taking over the work, in addition to disciplinary action by the Contractor's State License Board. The subcontractor shall notify, in writing, the Contractor's State License Board and the Authority of any payment less than the amount or percentage approved for the class or item of work as set forth in this Agreement.
8. In addition to other amounts properly withheld under this Agreement, the Authority shall withhold all legally required sums for, but not necessarily limited to, stop notices, labor and tax liens, etc.

C. FINAL INSPECTION AND ACCEPTANCE

Promptly after Substantial Completion has occurred, Contractor shall perform all Punch List Work, if any, which was deferred for purposes of Project Completion, and shall satisfy all of its other contractual obligations under the contract documents.

When the Contractor determines that the work is fully completed, including satisfactory completion of all inspections, tests, and required documentation, Punch List and clean-up items, Contractor shall give the Authority a written request for Final Acceptance within ten (10) days thereafter, specifying that the work is completed and the date on which it was completed.

Within thirty (30) days after receipt of the request for Final Acceptance from Contractor, Authority will make a final inspection of the work and will either:

1. Reject the request for Final Acceptance, specifying the defective or uncompleted work; or
2. Issue a written Final Acceptance and record Notice of Completion with County Recorder.

Substantial Completion is defined herein as; In the opinion of the Authority, that work or portion thereof that is sufficiently complete and in accordance with the Contract, that it can be utilized by the Authority for the purpose for which it was intended. A determination of Substantial Completion does not waive but may not

require the prior completion of minor items, which do not impair the Authority's ability to safely occupy and utilize the Work for its intended purpose.

D. CLAIMS

A "Claim" that falls within the definition of Public Contract Code Section 9204 (hereafter, "Section 9204"), as may be amended, means a separate demand by Contractor, sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by Authority; (b) payment by Authority of money or damages arising from work done by, or on behalf of, the Contractor and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and/or (c) payment of an amount that is disputed by the Authority.

It is important that the Authority be promptly notified of any potential claims so that it can timely and reasonably investigate the merits of the Claim when the events giving rise to the Claim are current and, when appropriate, make timely adjustments in the work in response thereto. Contractor shall submit to Authority a Notice of Claim within fifteen (15) calendar days after receipt of or the discovery of information, or the occurrence of an event, or any actions of Authority or its agents, that Contractor believes may result in a Claim. The Notice of Claim shall state the reason(s) for the Claim and the nature of the additional costs or delay that Contractor believes it will incur. Such Notice shall be submitted prior to the submission of the Claim documentation described below. If a Notice of Claim is not submitted within the fifteen (15) day period, it shall be deemed waived.

The Authority and Contractor agree to attempt to informally resolve any disputes which may give rise to a Claim. The Authority and Contractor shall meet within twenty (20) calendar days, or any mutually agreeable extension thereof, from the date the Notice of Claim is received by Authority in a good faith effort to resolve the dispute. Contractor shall provide a representative at the meeting who has authority to resolve the claim on the Contractor's behalf. If a resolution is not reached and the Authority and Contractor have not, in writing, mutually agreed to continue with informal efforts at resolution, Contractor shall file a Claim within thirty (30) calendar days after the informal resolution process has concluded, or such Claim shall be deemed waived.

The Authority and the Contractor shall process the Claim in accordance with Section 9204 and the requirements set forth herein.

1. Claim Requirements.

- a. Any submittal intended by the Contractor to be evaluated by Authority as a Claim shall be entitled "Claim" and sent to Authority by registered mail or certified mail with return receipt requested. The Contractor may present a Claim on behalf of a subcontractor or a lower tier subcontractor meeting the requirements of Section 9204(d)(5).

- b. All Claims shall be submitted by the Contractor within thirty (30) calendar days after the conclusion of the informal resolution process discussed above; however, this timeframe may be extended unilaterally by Authority in writing. Any Claim not submitted within the specified thirty (30) calendar days, or as otherwise authorized by Authority, shall be deemed untimely and waived.
- c. All Claims shall include reasonable documentation in support, including a detailed factual statement that sets forth names, dates, and specific events that took place. In addition, supporting documents shall include a detailed analysis of a request for a time extension, if applicable, and a detailed breakdown of a request for additional compensation. A revised construction schedule shall also be included identifying the impact of the delays, including proposals to minimize any of the impacts.
- d. Claims filed by the Contractor shall be in sufficient detail to enable the Authority to ascertain the basis and amount of said Claims. The Authority will consider and determine the Contractor's Claims, and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Authority to determine the facts or contentions involved in its Claims. Failure to submit sufficient information and details will be cause for Authority to deny the Claim and/or find the Claim untimely and, therefore, waived. If the Claim is silent regarding entitlement to extra time, the Contractor shall be entitled to no extra time in connection with the Claim. If the Claim is silent regarding additional compensation, the Contractor shall be entitled to no additional compensation in connection with the Claim.
- e. No Claims shall be filed later than the date of final payment.
- f. All Claims and any amendments thereto shall include the fully executed certification set forth below. Any Claim submitted without a fully executed certification shall be rejected by Authority and returned to the Contractor.

Certificate

Under the penalty of law for perjury or falsification with specific reference to the California False Claims Act, Government Code Section 12650 et. Seq., the undersigned,

(Name)

(Title)

(Company)

herby certifies that the claim for the additional compensation and time, if any, made herein for the work on this Contract is a true statement of the actual cost incurred and time sough, and is fully documented and supported under the Contract between the parties

Dated: _____

Signature: _____

Subscribed and sworn before this _____ day of _____, 20
_____ .

Notary Public

My Commission Expires: _____

2. Claim Review

Within forty-five (45) calendar days of receipt of the Claim, or any extension thereof agreed upon by the Authority and the Contractor, the Authority will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the Claim shall be made within sixty (60) calendar days after the Authority issues its written statement. If the Authority does not provide a written statement within the time specified, the Claim shall be deemed rejected.

3. Claim Settlement Conference

If the Contractor disputes the Authority's written statement or if the Claim is deemed rejected, the Contractor may demand in writing, by registered or certified

mail to the Authority, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within thirty (30) calendar days of receipt of such written demand, the Authority shall schedule a meet and confer conference. Such conference shall be attended by an officer or principle of the Contractor who has the authority to resolve the Claim on the Contractors' behalf.

If any portion of the Claim remains in dispute after the conference, the Authority shall, within ten (10) business days of the conclusion of the conference, provide the Contractor with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within sixty (60) calendar days after the Authority issues its written statement.

Any remaining disputed portion shall be submitted to nonbinding mediation, unless the Contractor and Authority waive the mediation upon mutual written agreement. Mediation includes any nonbinding process, including, but not limited to, a neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. The Authority and the Contractor will share in the costs of mediation equally in accordance with Section 9204.

Within ten (10) business days after issuance of the Authority's written statement, the Authority and Contractor shall select a mutually agreeable mediator. If the parties cannot agree to a mediator, the Authority and Contractor will each select a mediator who will then select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Authority and Contractor will each bear its own fees and costs for its respective mediator in connection with the selection of the neutral mediator.

Claims which are not resolved through this Claims settlement process shall be resolved in accordance with the laws of the State of California.

E. FINAL PAYMENT

1. After the filing of the Notice of Completion, (or acceptance of the Project), the Authority will make a proposed final estimate, in writing, of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to Contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. Within fifteen (15) days after proposed final estimate has been submitted, Contractor shall submit to the Authority written approval of proposed final estimate and/or a written statement of all claims of the Contract. No claim will be considered that was not included in written statement of claims, nor will any claim be allowed unless the Contractor has previously complied with the notice and protest requirements.

2. On the Contractor's approval, or if he files no claim within stated period, Authority will issue a final written estimate, in accordance with the proposed final estimate submitted to the Contractor; and thirty-five (35) days after the date of filing the Notice of Completion (or acceptance) Authority will pay the entire sum found to be due. Such final estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.
3. If the Contractor within said period of fifteen (15) days files claims, Authority will issue a semi-final estimate in lieu of the final estimate submitted to the Contractor; and thirty-five (35) days after the date of filing of the Notice of Completion, the Authority will pay the sum found to be due. Such semi-final estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided.
4. Upon final determination of any outstanding claims, the Authority shall then make and issue a final estimate in writing and within thirty (30) days thereafter, the Authority will pay the entire sum, if any, found due. Such final estimate shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

F. EXTRA WORK AND CHANGES

1. New and unforeseen work, which in the judgment of the Authority is found necessary or desirable for the satisfactory completion of the work, will be classified as extra work, as well as work specifically designated as such in the plans or specifications. The Contractor shall do such extra work and furnish material and equipment therefore as directed by the Engineer in writing by a Contract Change Order. No extra work will be paid for or allowed unless the same was done upon written Contract Change Order of the Engineer and after all legal requirements have been complied with. The Contractor agrees that he will accept as full compensation for extra work, so ordered, an amount to be determined by one of the following methods:
 - a. A price mutually agreed upon in writing by the Engineer and Contractor (hereafter Agreed Price).
 - b. Force Account as hereafter provided.

2. It is mutually agreed that on the agreed price, the Contractor and subcontractor(s) shall add not more than a total markup of twenty percent (20%) to be divided between the Contractor and subcontractor(s) as full compensation for all other expenses including overhead, profit, bond, superintendence, insurance and small tools.

3. When extra work is to be paid for on a force account basis, compensation will be determined as follows:

a. Materials

A sum equal to the actual cost to the Contractor of the materials furnished by him, as shown by paid receipts, plus not more than fifteen percent (15%). Only installed materials shall be paid for.

b. Labor

1. The actual wages paid as shown on the certified copies of Contractor's payroll, for all labor directly engaged in the work and including the cost of any compensation insurance paid for by the Contractor, subsistence and travel allowance aid to such workmen as required by collective bargaining agreements plus not more than twenty percent (20%).

2. To the actual wages as described in Subsection 1 above will be added a labor surcharge of not more than seventeen percent (17%), and shall constitute full compensation for all other payments, including payments imposed by State and Federal laws.

c. Equipment

1. Equipment will be paid for as a rental charge whether owned by the Contractor or not, and said rental rates prevailing in the area for comparable equipment will be paid. To the direct costs of "Equipment Rental" will be added a not more than fifteen percent (15%) markup.

2. All extra work at Force Account shall be adjusted daily upon report sheets prepared by the Engineer, furnished to the Contractor and signed by both parties. Said daily reports shall thereafter be considered the true record of all extra work done. The decision of the Engineer as to whether extra work has in fact been performed shall be conclusive and binding upon both parties to the contract.

4. A Contract Change Order approved by Authority may be issued to the Contractor at any time. Any such changes will be made using the Authority's Contract Change Order form, set forth in Exhibit I to the Contract. Should the

Contractor disagree with any terms or conditions set forth in the Contract Change Order, the Contractor shall submit a written protest to the Authority within fifteen (15) days after the receipt of the Contract Change Order. The protest shall state the points of disagreement and, if possible, the contract specification references, quantities and costs involved. If a written protest is not submitted within the above period, payment will be made as set forth in the approved Contract Change Order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved Contract Change Orders will be considered as executed Contract Change Orders.

5. Contractor shall promptly notify the Authority in writing when it receives direction, instruction, interpretation or determination from any source other than the Authority or its designated representatives that may lead to or cause change in the work. Such written notification shall be given to the Authority before the Contractor acts on said direction, instruction, interpretation or determination.

G. EXTENDED FIELD OFFICE OVERHEAD COSTS

1. Within thirty (30) days after receipt of the Notice to Proceed, the Contractor shall submit a written statement to the Authority detailing its field office overhead costs which are time related. The Authority will review this cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be issued as an agreed upon Change Order. The daily rate agreed to in this Change Order will be applicable throughout the duration of the Contract. No field office costs will be paid until such agreement is reached between the Authority and the Contractor and the Change Order concerning this daily rate is executed by both parties.
2. The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act of the Authority. This listing may include such cost items as on-site project management, supervision, engineering and clerical salaries; on-site office utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable costs in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading and fencing; mobilization and demobilization costs; and the costs of permits, bonds and insurance coverage for the project.

3. The individual wage cost components used to calculate the daily field office overhead rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering and clerical employees shall be based upon 2,080 works hours per year and shall not include allowances for holidays, vacation or sick time.
4. The daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by Change Order and shall be added to the agreed upon Change Order cost. The days of delay shall be those caused solely by action of the Authority and documented by a time impact analysis prepared and submitted by the Contractor. In the event of a deductive Change Order is issued which reduces time under the Contract, the daily field office overhead rate shall be added to the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

H. ACCELERATION

1. Authority reserves the right to accelerate the work of the Contract at any time during its performance. In the event that the Authority directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from normal Project cost records and shall provide a written record of acceleration costs to the Authority on a daily basis.
2. In the event that the Contractor believes that some action or inaction on the part of the Authority constitutes an acceleration directive, the Contractor shall immediately notify the Authority in writing that the Contractor considers the actions or inactions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate their work efforts until the Authority responds to the written notification. If acceleration is then directed or required by the Authority, all cost records referred to in Subsection H.1 shall be maintained by the Contractor and provided to the Authority on a daily basis.
3. In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

I. VALUE ENGINEERING

Authority encourages the Contractor to submit Value Engineering Proposals (VEP's) whenever it identifies areas and/or instances in which improvements can

be made, in order to avail the Authority of potential cost savings. Contractor and the Authority will share any savings in the manner described below.

A VEP applies to a Contractor developed and documented VEP that:

1. Requires a change to the contract.
2. Reduces the total contract price without impairing essential functions or characteristics of the work.
3. Results in an estimated total net savings to the Authority equal to or greater than \$1,000.

At a minimum, a VEP should include the following information:

1. A description of the existing contract requirements that are involved in the proposed change.
2. A description of the proposed change, and all specifications and/or plans necessary for the complete evaluation of the proposed change. Include a discussion of the differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item. All relevant back up documentation needs to be included to support proposed changes.
3. Cost estimate for existing contract requirements correlated to the Contractors lump sum breakdown and the proposed changes in those requirements, including costs of development and implementation by the Contractor.

Contractor shall submit the VEP to the Authority. At its sole discretion, Authority may accept, in whole or in part and by Change Order, any VEP submitted pursuant to this section. Until a Change Order is issued on a VEP, Contractor shall remain obligated to perform in accordance with the Contract. The decision of the Authority as to the rejection or acceptance of a VEP shall be at the sole discretion of the Authority.

If a VEP, submitted by the Contractor pursuant to this section is accepted by the Authority, the total Contract price shall be adjusted based upon a sharing of the net savings by the Contractor and the Authority (50% Authority, 50% Contractor). Contractor's profit shall not be reduced by application of the VEP.

Net savings are defined as gross savings less the Contractor's costs and less the Authority's costs.

1. Contractors cost means reasonable costs incurred by the Contractor in preparing the VEP and making the change.

2. Authority's costs means reasonable costs incurred by the Authority for evaluating and implementing the VEP.
3. Contractor is not entitled to share in either concurrent, collateral, or future Contract savings. Collateral savings are those measurable net reductions in the Authority's costs of operation that result from the VEP. Concurrent savings cover the reductions in the cost of performance of other contracts.

Contractor shall include appropriate VEP provisions in all subcontracts greater than \$25,000.

J. STOP NOTICES

The Authority, at its sole discretion, may, at any time, retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9358 et seq. of the California Civil Code.

K. ORDER OF WORK

Contractor shall perform work hereunder at such places, and in such order or precedence, as may be determined necessary by the Engineer to expedite completion of the required work.

L. DAVIS-BACON LABOR PROVISIONS (2 CFR SECTION 5.5)

1. Prevailing Wages

Contractor shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. If this Agreement is funded, in whole or in part, by federal funds, Contractor shall comply with these Davis-Bacon Labor Provisions ("Labor Provisions") and all applicable federal requirements respecting prevailing wages, including, but not limited to, the Davis-Bacon Act, 40 U.S.C. Sections 3141-3144, and Sections 3146-3148, as supplemented by U.S. DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the Contractor and subcontractors shall not pay less than the higher wage rate. The DIR will not accept lower state wage rates not specifically included in the Federal minimum wage determination.

2. Minimum Wages

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally, and not less often than once a week and without subsequent deduction or rebate on any account, the full amount of wages and bona fide fringe benefits (Or cash equivalents thereof) due at time of

payment computed at wage rates not less than those specified in the General Wage Determinations referenced in this section regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or cost reasonably anticipated under the Labor Code of the State of California on behalf of laborers or mechanics are considered wages paid by such Laborers or mechanics. Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

- b. Authority shall require that any class of laborers or mechanics, including helpers, apprentices, and trainees, which is not listed in the General Wage Determinations and which is to be employed under this Contract, shall be classified conformably to such wage determinations. The Authority will approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) the classification is utilized in the area by the construction industry; and (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Authority agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Authority to the Administrator of the Wage and Hour Division, U.S. Department of Labor. The Administrator will approve, modify, or disapprove every additional classification action within thirty (30) days from receipt and so advise the Authority or will notify the Authority within the thirty (30)-day period that additional time is necessary.
- c. In the event the Authority does not concur in the Contractor's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by the recommendation of the Authority, shall be referred to the State Director of Industrial Relations for determination. The wage rate (including fringe benefits where appropriate) determined pursuant to this subsection shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- d. Authority shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which

is not expressed as an hourly wage and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the Authority, shall be referred to the State Director of Industrial Relations for determination.

- e. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under this plan or program.
- f. All disputes concerning the payment of wages or the classification of workers under this Agreement shall be promptly reported to the Authority.

3. Deductions

Authority may deduct from each progress payment and the Final Payment the following:

- a. Any Authority or third-party claims or losses for which Contractor is responsible hereunder or any Liquidated Damages which have accrued as of the date of the application for payment.
- b. If a notice to stop payment is filed with Authority, due to the Contractor's failure to pay for labor or materials used in the work, money due for such labor or materials, plus the 25% prescribed by law, will be withheld from payment to the Contractor. In accordance with Section 9358 of the Civil Code, Authority may accept a bond by a corporate surety in lieu of withholding payment.
- c. Any sums expended by or owing to Authority as a result of Contractor's failure to maintain the as built drawings;
- d. Any sums expended by Authority in performing any of the Contractor's obligations under the Contract which Contractor has failed to perform; and

- e. Any other sums which Authority is entitled to recover from Contractor under the terms of the Contract.
- f. The amount of the accrued payments or advances as many be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

The failure by Authority to deduct any of these sums from a progress payment shall not constitute a waiver of Authority's right to such sums.

All amounts owing by Contractor to Authority under the Contract shall earn interest from the date on which such amount is owing at the lesser of (i) ten percent (10%) per annum or (ii) the maximum rate allowable under applicable Governmental Rules.

4. Payrolls and Basic Records

- a. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name, address and social security number of each such worker, the correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. Contractor will submit weekly a copy of all payrolls to the Authority as required in these "Labor Provisions." The copy shall be accompanied by a statement signed by the employer or its agent indicating that the payrolls are correct and complete; that each laborer or mechanic (including helpers, apprentices, and trainees) have been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; that the wage rates contained therein are not less than those determined by the State Director of Industrial Relations and that the classifications as set forth for each laborer or mechanic conform to the work performed. A submission of the "Weekly Statement of Compliance," which is required under this Contract, shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standard clauses of the Contract available for the inspection by authorized representatives of the Authority and will permit such representatives to interview employees during working hours on the job.

5. Apprentices and Trainees

- a. Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program as defined in Section 1777.5 of the Labor Code of the State of California. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the State Director of Industrial Relations for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Authority or the State Director of Industrial Relations written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman's rate contained in the applicable wage determination).
- b. Trainees: Except as provided in 29 CFR Section 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to or individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than that permitted under the

plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage-Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal Employment Opportunity: The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, 29 CFR part 30, and 41 CFR part 60.

6. Compliance with Copeland Regulations (29 CFR part 3)

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c). The Contractor shall also comply with the Copeland Regulations (29 CFR part 3), which are herein incorporated by reference.

7. Contract Termination; Debarment

A breach of Subsections 1 through 6 above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor provided in 29 CFR Section 5.12.

8. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight (8) hours a day or forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight (8) hours a day or forty (40) hours in such work week.

9. Violation; Liability for Unpaid Wages

Pursuant to Section 1775 of the Labor Code of the State of California, in the event that any workman employed on this public works project is paid less than the amount specified in the General Prevailing Wage Determinations or less than is required, relative to overtime, the Contractor and any subcontractor responsible therefore shall be liable to the affected workman for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the State of California or the Authority for liquidated damages. Such liquidated damages shall be computed with respect to each individual workman found to be underpaid and shall be in the amount of \$50 per calendar day that a workman was underpaid.

10. Withholding for Liquidated Damages

The Authority may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in this section.

11. Final Labor Summary

The Contractor and each subcontractor shall furnish to the Authority, upon the completion of the Contract, a summary of all employment, indicating for the completed project, the total hours worked, and the total amount earned.

12. Final Certificate

Upon completion of the Contract, the Contractor shall submit to the Authority, with the voucher for a final payment for any work performed under the Contract, a certification concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the following form:

The undersigned, Contractor on

(Contract No.)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by the Contractor or by a subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

Signature and Title

13. Notice to the Authority of Labor Dispute

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Authority.

14. Disputes Clause

- a. Disputes arising out of these Labor Provisions will be resolved in accordance with the procedures set forth in 29 CFR parts 5, 6, and 7, including disputes between the Authority, the Contractor (or any of its subcontractors), the U.S. Department of Labor, or the employees or their representatives. All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the Authority for its referral to DOT for decision or, at the option of the Authority, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor, as the case may be, shall be final.
- b. All questions relating to the application or interpretation of the Copeland Act, the Contract Work Hours Standards Act, the Davis-Bacon Act, or Section 13 of the Act shall be sent to the Federal Transit Administration (FTA) for referral to the Secretary of Labor for

ruling or interpretation, and such ruling or interpretation shall be final.

15. Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference.

16. Certification of Eligibility

By entering into this Agreement, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

17. Insertion in Subcontracts

The Contractor shall set forth in all subcontracts Subsections 1 through 16 above so that all of the provisions of this section will be inserted in all construction subcontracts of any tier, and such other clauses as the Government may by appropriate instructions require.

18. Certified Payroll Records

- a. The Authority shall obtain from the Contractor and each subcontractor a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Following a review by the Authority for compliance with State and Federal labor laws, the payroll copy shall be retained at the project site for later review by FTA.
- b. Contractor may use the Department of Labor Form WH-347, "Optional Payroll Form," which provides for all the necessary payroll information and certifications.
- c. If, on or before the twentieth (20th) of the month, the Contractor has not submitted satisfactory payrolls covering its work and the work of all subcontractors for all payroll periods ending on or before the sixty (6th) of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to ten percent (10%) (but not less than \$1,000 or more than \$10,000) shall be deducted from the estimate. Deductions will be made separately for each estimate period in which a new delinquency appears and will be continued until payrolls have been submitted.

- d. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Authority that their employment is pursuant to an approved program and shall identify the program.

M. TIME EXTENSION/DELAYS

- a. Contractor may be granted an extension of time for any portion of a delay in completion of the work due to acts of God, the public enemy, wars, civil unrest, fires, quarantine restrictions, or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from an act or omission by the Contractor, (2) Contractor has taken reasonable precautions to prevent further delays owing to such causes, and (3) Contractor notifies Authority in writing of the cause(s) for the delay within ten (10) days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.
- b. An extension of time will not be granted for a delay described in the above paragraph(s) caused by a shortage of materials, except if materials are furnished by Authority, unless the Contractor supplies the Authority with documented proof that every effort to obtain the materials from all known sources that (a) such materials could have been obtained only at exorbitant prices or (b) the prices were entirely inconsistent with current rates, taking into account the quantities; and (c) such facts could not have been known or anticipated at the time the Notice To Proceed was issued. Contractor shall also submit proof, that the inability to obtain such materials when originally planned, did in fact, cause a delay in completion of the work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of material will be considered as a basis for an extension of time.
- c. An extension of time for weather more severe than normal shall be granted only to the extent the work is actually delayed as determined by the Authority. Normal is defined as the monthly average of the temperature and rainfall wherein the work was performed for the prior twenty (20) years before the execution of the Contract.
- d. In the event Contractor is actually and necessarily delayed by an act or omission on the part of the Authority, as determined by the Authority, the Contractor shall notify the Authority in writing within five (5) days from the beginning of any such delay. The time for completion of the work may be extended at the sole discretion of the Authority.
- e. Within thirty (30) days after the last day of delay, Contractor shall provide Authority with detailed information concerning the circumstances of the delay, the number of days actually delayed, and the measures taken to

minimize or prevent the delay. Failure to submit information shall be sufficient reason to deny the claim. Authority shall ascertain the facts and the extent of the delay; and provide the Contractor its written findings, which will be final and conclusive. Except for the additional compensation for herein and except as provided in Public Contract Code Section 7102, Contractor shall have no claim for damages or compensation for any delay or hindrance.

- f. No extension of time will be granted for any Authority caused delay or delay as defined in which (a) the performance of work would have been concurrently delayed by Contractor induced causes, including but not limited to an act or omission of the Contractor, or (b) remedies are included or excluded by any other Contract provision. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. Should the Contractor be delayed at any time for any period by two or more of the causes specified in this article, Contractor shall only be entitled to one-time extension for the entire delay.
- g. Any time extension granted to Contractor shall not release the Contractor or surety from its obligations. Work shall continue and be carried on in accordance with the Contract provisions, unless formally suspended or terminated by the Authority.

N. AFFIRMATIVE ACTION

If this Agreement is funded in whole, or in part, by federal funds, Contractor and subcontractors holding a value of work of \$10,000 or more must submit a Monthly Employment Utilization Report (Form 257) to the Authority Engineer by the fifth (5th) of each month or sanctions shall be applied for late submittal, non-submittal and incomplete forms returned to the Contractor and resubmitted after the due date.

The reporting period shall be for each calendar month.

The report shall include the information requested for each Contractor's aggregate work force (for all workers on all projects within Orange County) and not just for workers on this project.

If the form is not received by the fifth (5th) of the month, a deduction of ten (10%) (with a minimum of \$1,000 and a maximum of \$10,000) will be withheld from the monthly estimate at the option of the Authority.

The Contractor shall designate an Equal Employment Officer for the project and notify the Authority in writing whom that person is prior to beginning of work. All workers shall also be informed who the EEO Officer is.

**O. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

If this Agreement is funded in whole, or in part, by federal funds, Contractor and subcontractors holding a value of work of \$10,000 or more shall comply with the Standard Federal Equal Employment Opportunity Construction Contract Specifications, set forth in 41 CFR Section 60-4.3, which are incorporated herein by this reference.

P. CONFLICT OF INTEREST

All Contractors responding to this Invitation for Bids must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Authority; a Contractor's objectivity in performing the work identified in the specifications is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. Contractor is obligated to fully disclose to the Authority in writing any conflict of interest issues as soon as they are known. All disclosures must be disclosed at the time of bid submittal.

Q. CODE OF CONDUCT

Contractor agrees to comply with the Authority's Code of Conduct as it related to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. Contractor agrees to include these requirements in all of its subcontracts.

R. GOVERNMENT INSPECTIONS

The Authority and Federal Government representatives shall have access to the construction site and shall have the right to inspect all project works.

S. LICENSING, PERMITS AND INSPECTION COSTS

1. The Contractor warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, the County of Orange, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintains these licenses and permits in effect for the duration of the Agreement. Further, Contractor warrants that its employees, agents, and Contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of this Agreement. Contractor further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. Contractor shall notify the Authority immediately and in writing of its employees', agents', Contractors', or subcontractors'

inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Agreement.

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

T. HAZARDOUS SUBSTANCES

1. CAL-OSHA Requirements

All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Safety Data Sheet (SDS) accompanying the submitted bid.

2. South Coast Air Quality Management District (SCAQMD)

All materials (paints, coatings, inks, solvents, and adhesives) shall comply with the volatile organic compounds (VOC) content requirements of the applicable SCAQMD rules.

3. Notice of Hazardous Substances

Title 8, California Code of Regulations, Section 5194 (e) (c), states that the employer must inform any Contractor employers with employees working in the employer's workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, the Authority hereby gives notice to all bidders that the following general categories of hazardous substances are present on the Authority's premises:

- Adhesives, sealant, patching, and coating products
- Antifreezes, coolants
- Cleaners, detergents
- Paints, thinners, solvents
- Pesticides, Petroleum products (diesel and unleaded fuel, oil products)
- Printing, photocopying materials
- Propane Welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

More specific information may be obtained from the Authority's Safety and Benefits office at (714) 560-5854, and from Safety Data Sheets (SDS) for individual products.

4. Hazardous Waste Labels

Containers containing hazardous substances must be labeled with the following information:

- Identity of hazardous substance-chemical name, not manufacturer or trade name.
- Appropriate health warning relative to health and physical hazard; and
- Name and address of manufacturer or other responsible party.

All containers containing hazardous substances may be rejected unless containers are properly labeled. Containers of 55 gallons or larger must have either weather resistant labels or the information should be painted directly on the containers.

U. CHANGES IN LAWS AND REGULATIONS

CONTRACTOR shall at all times comply with all applicable state and local regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in this Agreement. CONTRACTOR's failure to so comply shall constitute a material breach of Contract.

V. MEDIA AND THE PUBLIC

Contractor shall immediately refer all inquiries from the news media or other public sources to the Authority's Project Manager, or designated representative, relating to this project.

W. COORDINATION AND ACCESS

Authority may undertake or award other contracts for additional work at the project site. Contractor is responsible for coordinating its work with the work of other Contractors as appropriate. The Contractor acknowledges that they do not have any exclusive access to the site or other work areas Authority may require that certain facilities and areas be used concurrently by the Contractors and others. Contractor shall cooperate fully with Authority Contractors/consultants that may be performing work in the construction area.

X. UTILITIES RELATED DELAYS

If, due to interruptions caused by the undocumented utilities, Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor that amount that the Authority may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, that, in the opinion of Authority was unavoidable, determined as follow: Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in Section F. Extra Work and Changes, Item 3,c. Equipment with the following exceptions:

1. The utility related delay factor for each classification of equipment shown in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates will be applied to that equipment rental rate.
2. The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed eight (8) hours in any one day.
3. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay, except that when the rented equipment can be returned or used elsewhere on the project, then no payment will be made for utilities related delays.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, and cost of extra moving of equipment. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of workers will be determined as provided in Section F. Extra Work and Changes, Item 3, b. "Labor," and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment will be paid for as extra work and changes as provided in Section F of General Provisions.

If performance of the Contractor's work is delayed as the result of the Utilities Related Delays, an extension of time determined pursuant to the provisions in Article 18. Termination for Default – Damages for Delay – Time Extensions will be granted.

Y. UTILITIES AND SUBSURFACE STRUCTURES

Contractor shall protect from damage utility and other subsurface structures that are to remain in place, be installed, relocated, or otherwise rearranged (as used herein, rearranged includes installation, relocation, alteration or removal).

The right is reserved to the Authority, or their authorized agents, to enter upon the site for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in the special provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans or in the special provisions. Contractor shall ascertain

the exact location of underground main or trunk lines whose presence is indicated on the plans or in the special provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.

If Contractor cannot locate an underground facility whose presence is indicated on the plans or in the special provisions, the Contractor shall so notify the Authority in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section F.

If Contractor discovers underground main, trunk lines or other structures and utilities not indicated on the plans or in the special provisions, Contractor shall immediately give the Authority and the Utility Company written notification of the existence of those facilities. Such facilities shall be located and protected from damage as directed by the Authority, and the cost of that work will be paid for as extra work as provided in Section F. Contractor shall, if directed by the Authority repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in Section F. Damage due to Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the Authority that the rearrangement of an underground facility is essential in order to accommodate the project work and the plans and specifications do not provide that the facility is to be rearranged, Authority will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by Contractor and will be paid for as extra work as provided in Section F.

When ordered by the Authority in writing, Contractor shall rearrange any utility or other subsurface structures necessary to be rearranged as a part of the project work and that work will be paid for as extra work as provided in Section F.

Should Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the special provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other subsurface structure for the rearrangement and bear all expenses in connection therewith.

Contractor shall immediately notify the Authority of any delays to the Contractor's operations as a direct result of underground utilities or other structures which were not indicated on the plans or in the special provisions or were located in a position substantially different from that indicated on the plans or in the special provisions,

(other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered utilities related delays within the meaning of Section X. Utilities Related Delays and compensation for the delay will be determined in conformance with the provisions in Section M. Contractor shall be entitled to no other compensation for that delay.

Z. LOCATION OF UNDERGROUND FACILITIES (OFFSITE WORK ONLY)

Contractor is required to obtain digging permits prior to start of excavation by contacting the appropriate permitting agencies 15 calendar days in advance. For the Offsite work scan the construction site with electromagnetic or sonic equipment and mark the surface of the ground where existing underground utilities are discovered. Verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed but indicated or discovered during scanning in locations to be traversed by piping, ducts, and other work to be installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made. Perform potholing to confirm location of all the utilities along the construction alignment prior to start of the construction. The Contractor is responsible for all costs associated with these investigations including the cost of equipment, labor and materials required for any confined space entry.

AA. UNFORESEEN HAZARDOUS OR REGULATED MATERIALS

All known hazardous or regulated materials are indicated in the Contract documents. If material that is not indicated in the Contract documents is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify Authority immediately. Intent is to identify materials such as PCB, lead paint, mercury, petroleum products, and friable and non-friable asbestos. Within 14 calendar days, the Authority will determine if the material is hazardous. If the material is not hazardous or poses no danger, the Authority will direct Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, Authority will contract with a qualified environmental remediation/hazardous materials removal Contractor for such remediation or removal as may be necessary. The remediation or removal will be performed in compliance with applicable State, Federal, and local environmental laws and regulations.

Contractor shall immediately notify the Authority of any delays to the Contractor's operations as a direct result of Unforeseen Hazardous and Regulated Materials. These delays will be considered utilities related delays within the meaning of Section Z. Utilities Related Delays and compensation for the delay will be determined in conformance with the provisions in Section M. Contractor shall be entitled to no other compensation for that delay.

BB. TRENCHING AND EXCAVATIONS

In the event the Contractor is required to dig any trench or excavation that extends deeper than four (4) feet below the surface in order to perform the work authorized under the Agreement, Contractor agrees to promptly notify the Authority in writing and before further disturbing the site, if any, of the conditions set forth below are discovered:

1. Materials that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

The Authority will promptly investigate the conditions, and if it determines that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in the Agreement.

In the event that a dispute arises between the Authority and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

SECTION VIII: PROJECT SPECIFICATIONS - EXHIBIT B

OCTA ANAHEIM CANYON METROLINK STATION IMPROVEMENTS PROJECT

IFB 0-2193

Volume 1 DIVISION 1 CONTRACT SPECIFICATIONS



November 27, 2019

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For All Work Performed Within the City Right-of-way

SECTION 01 11 13
WORK COVERED BY THE CONTRACT DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

This section summarizes requirements and provisions for the Contractor's execution of the Work under this Contract.

1.2 DESCRIPTION

- A. The Work to be performed by the Contractor shall consist of the construction of the work shown in the Contract Documents including but not limited to the following:
1. Installation of new CP Miraloma and associated special trackwork at Olive Subdivision Milepost (MP) 0.72.
 2. Installation of new CP Riverdale and associated special trackwork at Olive Subdivision Milepost (MP) 1.40.
 3. Construction of a new siding track from new Control Point (CP) Miraloma to new CP Riverdale. Construction of the new siding track includes the construction of new embankment and shifting of the existing mainline track.
 4. Construction of a new 2nd Platform at Anaheim Canyon Metrolink Station and associated canopies, lighting, and other platform facilities.
 5. Construction of an extension to the existing platform at Anaheim Canyon Metrolink Station associated canopy, lighting, and other platform facilities.
 6. Construction of miscellaneous civil improvements at the station and grade crossings, station walkway improvements, and ADA improvements at the station and station parking area.
 7. Construction of electrical service and electrical facilities improvements at the station area.
 8. Construction of signal and communications conduit and pull boxes at the station area.

9. Construction of a cast-in place retaining wall and CIDH pile foundations.
 10. Construction of grade crossing improvements at La Palma Avenue and Tustin Avenue
 11. Construction of a new (queue-cutter) traffic signal at the La Palma Avenue grade crossing.
 12. Protection in place existing utilities (including a 36" diameter high-pressure gas transmission line located along a 10-foot easement within the railroad right-of-way)
 13. Installation of utility casing extensions for City of Anaheim utility facilities; and relocation of two City street lights.
 14. Construction of drainage facilities, station drainage system, infiltration trench, and two culvert extensions.
 15. Demolition and removal as required including fence, landscape, and other objects
 16. Coordination of work with SCRRA signal and communication contractor.
 17. Coordination of work with the OCTA, SCRRA, City of Anaheim, utility companies, and other entities as needed during the performance of the Project.
 18. Compliance with all project permits
 19. All work required to comply with the Project Environmental Document and associated permitting compliance. This includes submitting and complying with Contractor's Water Quality Management Plan (WQMP) and associated compliance with the requirements of the County of Orange NPDES Stormwater Program Drainage Area Management Plan (DAMP).
- B. The general intent of the Contract, Specifications, plans, and all other Contract Documents and provisions thereof is that the Contractor shall:
1. Furnish all tools, qualified labor, materials, equipment, qualified superintendence and all services, other incidentals, assurances and guarantees, assumptions of risk, and responsibility 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 Authority, or directed by the Contract.
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 plans, Specifications, and any addendum thereto and such direction or instructions as the Authority may give to supplement the plans and Specifications. The Contractor shall retain sole responsibility and expense for Quality Control of their Work products.
4. Contractor shall provide a full time safety professional to be responsible for the Contractor's safety program as described in the Level 3 Health, Safety, and Environmental Specifications.
5. The Work of the Project requires that the Authority and all its Contractors maintain an active working railroad signal and highway warning system in accordance with Federal regulations and CPUC orders at all times. The Contractor, shall integrate, coordinate, and stage the work in order to ensure that the active railroad signal and highway warning systems are maintained.
6. Any construction staging plans or details are not meant to be contradictory to the requirements set forth in the contract documents. It is the responsibility of the Contractor to schedule the construction activities at each site, using the Site-Specific Work Plan (SSWP) process. Tracks may be taken out of service for planned activities through the SSWP process. The Contractor shall incorporate into its SSWP the necessary Authority provided signal maintenance support. No red or other restrictive signals or signal-related train bulletins shall be allowed outside of the approved work windows and as approved in the SSWP (see also Section 01 14 00 "Work Restrictions").
7. The Contractor shall install conduit, pull boxes, and appurtenances at specific locations where identified on the Contract Drawings for use by SCRRA Contractors in installation of the SCRRA Signal System. The Contractor will be required to coordinate with SCRRA Contractors, who will be performing installation of new and relocated SCRRA Signal System facilities in conjunction with work being performed under this Contract. Phasing, coordination, and other work required as necessary to allow SCRRA to perform the signal system improvements, modifications, signal cut-overs, and testing in conjunction with the Project shall be considered incidental to work items being performed by the Contractor.

1.3 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the Plans and Specifications is to prescribe the details for the construction and completion of the Work that the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans or Specifications describe portions of the Work in general terms, but not complete detail, it is understood that only commonly accepted industry practice is to prevail. 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. The Authority will determine whether the Work has been completed in accordance with the Contract, Plans, Specifications and reference Specifications. The Authority will decide all questions that may arise as to the quality or acceptability of materials furnished and Work performed, and regarding the interpretation of the Plans, Specifications, and reference Specifications.
- C. Plans, Specifications, and references standards and criteria are essential parts of the Contract, and a requirement indicated in one is binding as though indicated in all. They are intended to be cooperative and to describe and provide for the complete Work. If there is a conflict between documents the most stringent applies.
- D. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

The word "Furnish" or the word "Install" or the word "Perform" or the word "Provide" or the word "Supply," or any combination or similar directive or usage thereof, shall mean furnishing and incorporating in the Work including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context used.

- E. The organization of the Specifications into divisions, sections, parts, and paragraphs, and the arrangement of the Plans, 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 Authority any error, inconsistency, or omission that may be discovered. The Contractor shall be liable to the Authority for any damage resulting from any such unreported errors, inconsistencies, or omissions in the Contract Documents.

The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.

The cross referencing of specification sections under the subparagraph heading "Related Requirements" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

- F. The Work herein covered is to be completed in accordance with the Specifications, the accompanying plans, and such instructions or directions as the Authority may give to supplement Plans and Specifications. Wherever the words "directed," "permitted," "approved," "acceptable," "satisfactory to," or similar words or phrases occur in the Contract Documents, they shall be understood to be functions of the Authority.
- G. The Authority shall not be responsible for and shall not have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- H. The word "Vendor" used in the Contract Specifications shall mean the Contractor.

1.4 REFERENCE MATERIAL

Reference Specifications or Standards referred to in the plans, or Contract Specifications shall be the most recent version in effect as of the bid due date of this Contract. Where referenced standards refer to the "Specifications," this shall mean Standard Specifications, and the Contract Drawings of this Contract. Where referenced standards refer to the "special provisions or conditions," this shall mean the Contract Drawings or the Specifications of this Contract. The Contractor is responsible for obtaining all reference material at its own expense, and for making itself familiar with the requirements therein.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

PART 4 – MEASUREMENT AND PAYMENT

Work of this Section is considered incidental to Work under other payment items and no separate measurement or payment will be made to the Contractor for Work of this Section.

END OF SECTION 01 11 13

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SECTION 01 11 15
DEFINITION OF TERMS AND REFERENCE STANDARDS

PART 1 - GENERAL

1.1 SUMMARY

This Section provides definition of terms, abbreviations and reference standards cited in the Contract Documents. The following definitions supplement definitions provided throughout the Contract Documents including General Conditions Section 2.

1.2 DEFINITION OF TERMS

- A. Wherever in the Specifications and other Contract Documents, the following terms and abbreviations or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this section unless the context otherwise requires.
1. Active Track: Any track within the Operating System on which trains and/or on-track equipment operate or may potentially operate. All tracks shall be considered by the Contractor to be Active unless otherwise instructed by the Authority.
 2. Adjusted Rail Laying Temperature: The actual average rail temperature achieved at the time of rail installation.
 3. Automatic Block Signals: A signaling system where the track is broken up into segments called "blocks," and the presence of a train on a given block will activate signals preventing other trains from entering that block, except as prescribed by the General Operating Rules.
 4. Bad Order: A defective rail car or any other rail equipment, track or structure, which is in need of mechanical attention or repair.
 5. Ballast: An open graded crushed rock placed on the compacted roadbed and beneath and around the railroad ties for the purpose of holding the track in line and at surface.
 6. Centralized Traffic Control: A signaling system where a Train Dispatcher monitors the movements of all trains over a large territory on a display panel, and remotely controls the throwing of switches and the clearing of signals.
 7. Clearance Diagram: An outline or cross section drawing representing the minimum clearance that must be maintained from the Authority's track to allow for the operation of trains and rail mounted equipment. Specific limiting dimensions have been established and are shown on standard clearance diagrams known as "plates."
 8. Clearance Point: the location on a turnout at which the carrier's specified minimum clearance is provided between the tracks. Away from turnouts, the clearance point is designated as 13 feet center-to-center of the two tracks.

9. Coach: A passenger carrying rail car, usually with a center aisle and two rows of twin seats.
10. Common Carrier: One who holds itself out to the general public to transport property and passengers, intrastate, interstate or in foreign commerce for compensation. Common carriers must operate from one point to another over routes or in territory prescribed by the Surface Transportation Board (interstate) and by a Public Service or Public Utilities Commission.
11. Conductor (Train Operations): The individual in charge of the train crew.
12. Coupler: A device located at both ends of all cars and locomotives in a standard location and configuration to provide a means for connecting one rail vehicle to another.
13. Creosote: A tar distillate produced by high-temperature carbonization of bituminous coal and used in wood treatment.
14. Crossing Protection: Signs, signals, aspects, and other objects governing movement of trains, track equipment, and highway vehicles over railroad crossings or grade crossings.
15. Cross Level: The difference in elevation between the tops of both rails measured along a line perpendicular to the track centerline.
16. Crossover: Two turnouts in which the track between the frogs is arranged to form a continuous passage between two adjacent and generally parallel tracks.
17. Crosstie: Wood, concrete or metal beams that support the rails as part of the track structure.
18. Current of Traffic: The movement of trains on a main track, in one direction, specified by the General Operating Rules.
19. Departure Track: One of the tracks in a rail yard on which outgoing cars are placed.
20. Derail: A safety device attached to one rail of a siding or storage track, that will cause derailment of a car, engine or on track machinery, in order to prevent unintended and undesired movement to other tracks.
21. Derailment: Anytime the wheels of a rail car engine or on track machinery come off the head of the rail.
22. Emergency: Any sudden generally unforeseen occurrence such as a fire, flood, storm, earthquake, epidemic, civil disorder or other natural and/or man-made disaster that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the provision of railroad passenger and/or freight service; and/or to cause catastrophic failure of revenue-producing equipment and/or facilities.
23. Employee-In-Charge (EIC): The roadway worker designated by SCRRRA to provide train protection for one or more work groups as per Roadway Worker On-Track Safety Instructions.
24. Engineman: The driver or operator of a locomotive. Also called a

locomotive engineer.

25. Federal Agencies: Whenever, in the Contract Documents, reference is made to any Federal agency or officer, such reference shall be deemed made to any agency or officer succeeding, in accordance with law, to the powers, duties, jurisdiction and authority of the agency or officer mentioned.
26. Foul: A condition of placement of personnel, material, or equipment in proximity to a railroad track to cause physical interference with moving railroad equipment. Generally, objects closer than twenty feet (20) to the track centerline are Foul of the track within the meaning of these Specifications.
27. Interlocking: An arrangement of signals and signal appliances so interconnected that their movements must succeed each other in proper sequence and for which interlocking rules are in effect. It may be operated manually or automatically.
28. Ladder Track: A track connecting successively the body tracks of a yard.
29. Lead Track: An extended track connecting either end of a yard with the main track.
30. Live Track: See Active Track.
31. Locomotive: A self-propelled, non-revenue rail vehicle designed to convert electrical or mechanical energy into tractive effort to haul railway cars.
32. Main Track: A term referring to the primary or most heavily used tracks of a railroad. A track extending through yards and between stations, upon which the operation of trains is controlled and authorized by the Train Dispatcher. Note that sidings on Authority property are operated under the same rules as the Main Track(s).
33. Milepost: Designated location(s) along the main and branch lines normally sequentially one mile apart and indicated by nearby numbered sign corresponding to the "mile" location.
34. Operating Envelope: An imaginary line, measured 15 feet horizontally from the rail on the track on which trains or "on-track" equipment operate or may potentially operate. The Operating Envelope also includes the width and length of any active station platform. This imaginary pair of lines, which define the outside boundaries of the Operating Envelope, extend vertically up and down infinitely.
35. Operating System: Includes but is not limited to the tracks on which trains and on-track equipment operate or may potentially operate, and in addition any facilities closely related to the operation of the railroad system including signal and communication masts, bridges, poles, cables, and houses, track bridges, tunnels, culverts, grade crossings and station platforms."
36. Preferred Rail Laying Temperature: The temperature that the rail is to be installed at, or adjusted to, in order to balance the thermal expansion and contraction forces for optimum track maintenance practices. The Preferred Rail Laying Temperature (PRLT) is defined in the SCRRRA Track Maintenance and Engineering Instructions.

37. Qualified: A designation by the Authority of personnel who have demonstrated an understanding of a specific subject matter through oral interview and/or attainment of a score of at least 85% on a written test. Testing will be conducted by the Authority or its designee. Personnel required to be qualified by these Specifications must achieve this designation within 45 days after Limited NTP.
38. Quality Assurance (QA): The process by which the Authority elects to monitor and assure that it receives proper construction related documentation from the Contractor. QA procedures measure the setting of schedules for the receipt and review of documentation and the quality of the information contained within the documentation.
39. Quality Control (QC): The process by which the Authority receives documentation from the Contractor that proves that the Contractor is providing the contractually mandated services, such as training, testing and inspection. The Contractor must show evidence of internal procedures demonstrating how he will perform these mandated functions and submit documentation that QC verifications have been completed. QC is the responsibility of the Contractor.
40. Rail: As used in track, a rolled steel shape, commonly a T-section, designed to be laid end to end in two parallel lines on crossties or other suitable supports to form a track for railway rolling stock.
41. Rail Anchor: A device attached to the base of a rail bearing against a crosstie to prevent the rail from moving longitudinally under traffic.
42. Rail Joint: A fastening designed to unite the abutting ends of contiguous rails. Often referred to as angle bars or joint bars. When rails of different sections are joined, a compromise rail joint is used.
43. Rail Section: Designates and describes a specific size and shape of steel cast and rolled into railroad rail. The rail mills identify the different shapes and types of rails by code numbers, which typically indicate the nominal weight, measured in pounds per yard (3 lineal feet of rail). As example: 136-pound RE section.
44. Railroad Tie: The transverse member of the track structure to which the rails are spiked or otherwise fastened to provide proper gage and to cushion, distribute, and transmit the stresses of traffic through the ballast to the roadbed. Also referred herein as a crosstie.
45. Relocate: Change the location, position or station of an item through removal from existing location and reinstallation of existing equipment to new location. Relocation may involve installation of new connections or accessories.
46. Restricted Speed: A speed that allows stopping within half the range of vision short of: Trains, Engine, Railroad Car, Maintenance of Way Equipment, stop signal, or derail or switch not properly lined.
47. Reverse Curve: Adjoining or nearby curves on a track that turn in opposite directions.

48. Right-of-Way: The real property, inclusive of all estates and interests therein, that is necessary for ownership and operation of the Project. Right-Of-Way, as the term is used in the Contract, specifically excludes:
 - a. Utility easements outside of OCTA ROW and,
 - b. Any temporary easements or other real property interests which the Contractor deems necessary or advisable in connection with construction of the Project or Relocations.
49. Roadway Maintenance Machine: Any device which is powered by any means of energy other than hand power which is being used on or near railroad track for maintenance, repair, construction or inspection of track, bridges, roadway, signal, communications or electric traction systems. Roadway maintenance machines may have road or rail wheels or may be stationary.
50. Roadway Worker: Any Authority or the Contractor employee whose duties include inspection, construction, maintenance or repair of railroad track, bridges, roadway, signal and communications systems, roadway facilities or roadway machinery within the Authority right of way.
51. Salvage: To save any removed item. The salvaged item shall be reused in the contract or delivered and stockpiled for the Authority as specified in the Contract Documents.
52. Shoofly: A temporary detour track to bypass an obstruction or construction site.
53. Site Specific Work Plan (SSWP): A program, plan, and schedule prepared and submitted by the Contractor and approved by the Authority that accurately describes and illustrates the manner in which all Work within or outside of the Operating Envelope will be accomplished, the impacts on any elements of the Operating System and the manner in which Work will be accomplished with the Authority allotted Work Windows. See SCRRA reference documents for more information.
54. Side Track: A track auxiliary to the main track.
55. Siding: A track auxiliary to the main track for meeting or passing trains.
56. Spur Track: As distinguished from a Side Track, a Spur Track is of indefinite length, extending out from the main line.
57. Standard Gage: The standard distance between rails of most North American railroads, being 4' 8-1/2 " measured between the inside gauge faces of the rail heads, 5/8 inch down from the running surface.
58. Stub Track: A form of sidetrack connected to a running track at one end only and usually protected at the end by some form of bumping post or other solid obstruction.
59. Superelevation: The intentional difference in elevation between the top of the outer rail and the top of the inner rail measured along a line perpendicular to the track centerline.
60. Switch: A track structure with movable rails to divert rolling stock from one track to another.

61. Switch Angle: The angle included between the gauge lines of the switch rail at its point and the stock rail.
62. Switching: Switching service consists of moving cars from one track to another track or to different positions on the same track. It includes the moving of cars in the make-up and break-up of trains; also moving of cars on industrial switching tracks or interchange tracks, and the general movement of cars within terminals or at junctions.
63. Tamper: A power-driven machine for compacting ballast under ties.
64. Tangent: Any straight portion of a railway alignment. Tangent track means straight track with no curves.
65. The Authority: Orange County Transportation Authority (OCTA) and its authorized representatives.
66. Track: An assembly of rails, ties, rail fastenings, hardware and roadbed over which cars, locomotives and trains are moved and the space between the rails and space of not less than four feet outside of each rail.
67. Truck: The complete assembly of parts, including wheels, axles, bearings, side frames, bolster, brake, rigging, springs and all associated connecting components, the function of which is to provide support, mobility and guidance to the railroad car.
68. Train: An engine or more than one engine coupled, with or without cars displaying markers. For practical purposes, a train is a group of coupled cars hauled by a locomotive.
69. Turnout: An arrangement of a switch and a frog with closure rails by means of which rolling stock may be diverted from one track to another. Also referred to as "track switch."
70. Walkway: A portion of the railroad embankment or ballast section shaped and finished to conform to CPUC requirements for train employee walking surfaces. When the walkway is within the ballast section or near turnouts, the walking surface shall be "3/4-inch" ballast.
71. Watchman: An SCRRRA employee who has been annually trained and Qualified to provide warning to Roadway Workers of approaching trains or on-track equipment.
72. Wheel: The cast or forged steel cylindrical element that rolls on the rail carries the weight and provides guidance for rail vehicles. Railway wheels are semi-permanently mounted in pairs on steel axles, and are designed with flanges and a tapered tread to provide for operation on track of a specific gage. The wheel also serves as a brake drum on cars with on-tread brakes.
73. Wheel Set: The term used to describe a pair of wheels mounted on an axle.
74. Work Window: A period of time with specific beginning and ending time and durations for which the track, signals, bridges and other Operating System elements within the Operating Envelope are temporarily removed from service or modified in some other manner and train and other operations suspended or modified to allow construction or maintenance

work to occur. Written Authority from SCRRA and an approved SSWP is required before the Contractor is granted a Work Window. The Contractor's Work Window shall have specific geographic limits, which are defined in the approved SSWP. Modifications or suspension of train and on-track equipment movements resulting from a Work Window involves written changes to the Railroad's Rules of Train and On-Track Equipment Operations. These written changes are known as Track Bulletins and are categorized as follows:

75. Exclusive Track Window: An approved Work Window in which no train movements (except the Contractor or SCRRA work trains or equipment under control of the EIC, per the SSWP) will operate on any track within the window limits. The Contractor may dismantle, remove, reconstruct, or otherwise obstruct tracks within the limits of such a window. This Work may be protected by track out of service, track and time limits, or by Form B Track Bulletin.
- a. Limited Track Window: An approved Work Window for some, but not all tracks within a general Work area (e.g. one track remains for operation of trains, other tracks are available for the Contractor's Work). Movement of trains over the track(s) of a Limited Track Window is under the control of the EIC who will not authorize train movement unless and until the Contractor personnel and equipment are clear of the operating track. The Contractor may remove, construct, or obstruct only the track designated by the SSWP and must arrange the Work so that trains can operate without delay on the remaining track(s) in the Work area. This Work may be protected by track out of service, track and time, or by Form B Track Bulletin.
 - b. "Form B" Work Window: An approved Work Window in which passenger, freight and all other trains and on-track equipment movements can be prohibited from entering the defined limits of a segment of track. The "Form B" Work Window does not allow the Contractor to remove from service or modify the tracks, signals, bridges, stations or other elements of the Operating System in a manner, which will delay or in any way affect the safe operation of the trains. The "Form B" Work Window allows the Contractor the ability to enter the Operating Envelope and perform construction activities subject to the conditions above. An Employee-in-Charge/Flagman from SCRRA will exercise strict control over the Contractor's construction activities in conjunction with Roadway Worker Protection requirements, to assure that the Contractor's activities do not delay or impact train service.
 - c. Track and Time: An approved Work Window in which the Dispatcher will authorize men and equipment to occupy a track or tracks within limits for a certain time period. The Dispatcher authority shall include authority number, track designation, limits and time. Movements may be made in either direction within the specified limits until the limited are released.

- 76. Work Train: A train engaged in services for SCRRA for which no revenue is received, such as trains distributing ballast, bridge material or other material and supplies for maintenance or for additions and improvements.
- 77. Yard: A system of tracks within defined limits provided for the making up of trains, storing of cars and other similar purposes.
- 78. Yard Lead: An extended track connecting either end of a yard with the main track.
- 79. Yardmaster: The person designated as being in charge of all operations in a yard.
- 80. Yard Office: A building in terminal yards to provide office accommodations for the yardmaster and office personnel.

1.3 ABBREVIATIONS

A. Association Abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAIEE	American Institute of Electrical and Electronics Engineers
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
ADC	Air Diffusion Council
AGA	American Gas Association
AGC	Associated General Contractors
AI	Asphalt Institute
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute
APA	American Plywood Association
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance of Way Association
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials

AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BNSF	Burlington Northern & Santa Fe Railway
BWC	Bridge Welding Code
BWS	Bridge Worker Safety
Caltrans	California Department of Transportation
CBM	Certified Ballast Manufacturers
CCR	California Code of Regulations (formerly California Administrative Code)
CLFMI	Chain Link Fence Manufacturers Institute
CISPI	Cast-Iron Soil Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
CS	Commercial Standard, US Department of Commerce
CTIOA	Ceramic Tile Institute of America
DHI	Door and Hardware Institute
DOD	Department of Defense (leading symbol)
ETL	Electrical Testing Laboratories
Fed Spec	Federal Specification or Standard
FGMA	Flat Glass Marketing Association
FHWA	Federal Highway Administration
FIA	Factory Insurance Association
FM	Factory Mutual
FRA	Federal Railway Administration
FS	Federal Specifications
FTA	Federal Transit Authority
GA	Gypsum Association
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
ISO	International Standards Organization
MIA	Masonry Institute of America
MIL	Military Specification or Standard (leading symbol)
MLMA	Metal Lath Manufacturers Association
ML/SFA	Metal Lath/Steel Framing Association
MS	Military Specifications
NBS	National Bureau of Standards (now NIST, q.v.)
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code

NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology (formerly NBS, q.v.)
NLMA	National Lumber Manufacturers Association
NPDES	National Pollutant Discharge Elimination System
OSHA	Occupational Safety and Health Administration
PCA	Portland cement Association
PS	Product Standard, US Department of Commerce
RIS	Redwood Inspection Service
SAE	Society of Automotive Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SFM	State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPR	Simplified Practice Recommendations, U.S. Dept. of Commerce
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications and Plans for Public Works Construction
TCA	Tile Council of America
UBC	Uniform Building Code
UFAS	Uniform Federal Accessibility Standards
UL	Underwriters' Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

B. Railroad, Agency, and Organization Abbreviations:

ACTA	Alameda Corridor Transportation Authority
BNSF	Burlington Northern Santa Fe Railway
LACMTA or Metro	Los Angeles County Metropolitan Transportation Authority
NCTD	North County Transit District
OCTA	Orange County Transportation Authority
RCTC	Riverside County Transportation Commission
SBCTA	San Bernardino County Transportation Authority
SCRRA	Southern California Regional Rail Authority
SDNR	San Diego Northern Railway
UP	Union Pacific Railroad

VCTC	Ventura County Transportation Authority
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C. Text Abbreviations:

AL	Allowance
AMP or amp	Ampere
AWG	American Wire Gage
CF	Cubic foot or feet
CFM or cfm	Cubic feet per minute
CY	Cubic Yard
EA	Each
FPM or fpm	Feet per minute
FPS or fps	Feet per second
Ft. or '	Feet
GPM or gpm	Gallons per minute
in. or "	Inches
Kip or kip	thousand pounds
Ksi or ksi	thousand pounds per square inch
Ksf or ksf	thousand pounds per square foot
KV or kV	Kilovolt
KVA or kva	Kilovolt amperes
KW or kW	Kilowatt
KWH or kwh	Kilowatt hour
LBS	Pounds
LF or lf	linear foot or feet
LS	Lump Sum
MPH or mph	Miles per hour
PCF or pcf	Pounds per cubic foot
PSF or psf	Pounds per square foot
PSI or psi	Pounds per square inch
SF or sf	Square foot or feet
SY or sy	Square yard
TF	Track Feet
TON	Ton

1.4 REFERENCE STANDARDS

- A. For products or workmanship specified by association, trade, or Federal Standards, the Contractor shall comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The Contractor shall conform to reference standards by date of issue current as of date of Agreement between the Authority and the Contractor.

- C. The Contractor shall maintain the latest copy of applicable sections of standards at jobsite during submittals, planning, and progress of specific Work, until substantial completion, and shall make the standards available for Engineer's use upon request.
- D. Should specified Reference Standards (those standards listed in the Schedule of References in addition to those codes and regulations specified elsewhere in the Specifications) conflict with the Contract Documents, the Contractor shall request clarification from the Authority before proceeding. If conflict exists, the Specification as determined by the Authority shall apply.

1.5 SCHEDULE OF REFERENCES

- A. AAR Association of American Railroads
- B. ACI American Concrete Institute
- C. AGC Association of General Contractors
- D. ANSI American National Standards Institute
- E. AREMA American Railway Engineering and Maintenance-of-Way Association (Formerly AREA - American Railway Engineering Association) All AREA standards and Manuals not superseded by AREMA standards will remain in effect.
- F. ASTM American Society for Testing and Materials
- G. AWPAA American Wood-Preservers' Association
- H. CALOSHA California Office of Safety and Health Administration
- I. CALTRANS State of California Department of Transportation Standard Specifications and Standard Plans
- J. CA MUTCD California Manual on Uniform Traffic Control Devices
- K. CPUC California Public Utilities Commission General Orders
- L. CRSI Concrete Reinforcing Steel Institute
- M. FHWA Federal Highway Administration
- N. FRA Federal Railroad Administration
- O. MSHA Mine Safety and Health Administration
- P. NRMCA National Ready Mixed Concrete Association
- Q. OSHA Office of Safety and Health Administration

R.	RTA	Railway Tie Association
S.	SCRRA	Southern California Regional Rail Authority – SCRRA Track Maintenance and Engineering Instructions, SCRRA Engineering Standard Drawings, SCRRA Excavation Support Guidelines, SCRRA Temporary Traffic Control Guidelines, SCRRA Highway-Rail Grade Crossings Recommended Design Practices and Standards Manual, SCRRA Safety Regulations, and SCRRA Right of Way Encroachment Process and associated requirements and agreements.
T.	SSPWC	Standard Specifications for Public Works Construction and City of Anaheim Standard Specification Supplement
U.	USDOT	United States Department of Transportation

PART 2 – PRODUCTS (Not used)**PART 3 – EXECUTION** (Not used)**PART 4 – MEASUREMENT AND PAYMENT**

Work of this Section is considered incidental to Work under other payment items and no separate measurement or payment will be made to the Contractor for Work of this Section.

END OF SECTION 01 11 15

SECTION 01 11 16 WORK BY SCRRA

PART 1 – GENERAL

1.1 SUMMARY

This section describes the SCRRA labor (and SCRRA contracted labor) provided by the Contractor through the SCRRA right-of-entry permitting process to support the Contractor's construction operations.

SCRRA will provide railroad flagging services (EICs) for a limited number of work shifts, at no cost to the Contractor for the railroad flagging services. SCRRA will provide the services of one (1) EIC for up to 10 hours per day for up to 430 days. If a second EIC is required to protect work being performed at a separate work location or where work is to be performed outside of the range of vision of the assigned EIC, the additional EIC will be deducted from the allotted work shifts provided to the Contractor.

Payment for SCRRA EIC fees in excess of this allotted number of work shifts shall be the considered incidental to performance of work requiring these SCRRA services; and shall be the responsibility of the Contractor at no expense to OCTA.

It is the Contractor's responsibility to furnish any and all other labor, materials, and equipment required to complete the work set forth in the Contract Documents, specifically excepting those Authority furnished resources described elsewhere and in the Specifications. Authority furnished materials and equipment is shown in Section 01 64 00, SCRRA Furnished Material & Equipment.

1.2 RELATED REQUIREMENTS

- A. Section 01 14 00, Work Restrictions
- B. Section 01 14 16, Coordination with SCRRA
- C. Section 01 64 00, SCRRA Furnished Material and Equipment

1.3 REFERENCE STANDARDS

- A. FRA: Federal Railroad Administration, 49 CFR Part 213, Track Safety Standards, and 49 CFR Part 214, Railroad Workplace Safety
- B. SCRRA: *SCRRA Roadway Worker On-Track Safety Instructions*

1.4 SCRRA EMPLOYEE IN CHARGE (EIC)

- A. The Contractor shall be responsible for completing the SCRRA right-of-entry encroachment permit process prior to entry into the OCTA right-of-way. This includes conforming to the requirements of SCRRA Right of Way Encroachment Process instructions, associated permit documents and agreements (available on the Metrolink website), and completion (and maintaining current certification) of the

Metrolink Contractor Safety Training Program for any employee entering the OCTA right-of-way.

- B. SCRRA will provide an Employee in Charge (EIC), and 49 CFR Part 213.7 qualified personnel to monitor the interface between the Contractor's work and train movements and facilitate temporary rearrangements or tracks out of service. The Contractor shall include requests for an EIC in his SSWP, which shall be prepared and submitted in accordance with Section 01 14 00 which identifies "Work Restrictions," the Contractor's Responsibilities and Key Definitions for "Operating Envelope," "Operating System," and "Work Windows" to determine the conditions for which EICs are utilized. The allocation of the number of SCRRA EICs is subject to the following:

1. Roadway Worker Protection (RWP)
 - a. RWP within the Operating Envelope: SCRRA will furnish an Employee-in-Charge (EIC) for 10 hours per day to provide RWP against the movement of any passenger/commuter, freight, work, and all other types of trains and on-track equipment.
 - b. The maximum shift duration for one EIC is 10 hours. Under "Form B" protection, the 10 hours includes 8 hours of the Contractor work and 2 hours to install and remove Form B flags. The Contractor shall not be allowed to work within the Operating Envelope during the 2-hour flag installation and removal. The minimum shift duration for flagging services is 4 hours. If the Contractor desires to perform activities requiring an EIC that are longer than 10 hours' duration, then the Contractor shall coordinate with SCRRA to schedule multiple EICs for said Work.
 - c. The Contractor shall schedule and establish its work limits within the range of vision of the assigned EIC. If the Contractor's requested work limits are outside the normal range of vision of the EIC due to curves, topography, or distance, additional SCRRA EICs or a Watchmen will be required.
 - d. RWP outside the Operating Envelope: SCRRA will furnish an EIC or a Watchman to provide RWP for the Contractor's construction operations that are outside of the Operating Envelope, but within the railroad right-of-way.
 - e. The Authority does not expressly or by implication agree, warrant, or guarantee that the Contractor's request for additional EICs will be approved, or that the resources will be available.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.1 ARRANGEMENTS FOR EIC

- A. As further described in Section 01 14 00, Work Restrictions, the Contractor shall arrange for an SCRRA furnished EIC based upon the approved SSWP.
- B. Contractor shall provide notice of required EIC's to be provided by SCRRA two weeks in advance of the Work.

PART 4 – MEASUREMENT AND PAYMENT

- A. Work of this Section is considered incidental to Work under other payment items and no separate measurement or payment will be made to the Contractor for Work of this Section.
- B. No separate measurement or payment will be made to the Contractor for assembling and submitting Metrolink Right-of-Way permitting, associated Site Specific Work Plans and other permit documents, and conforming to the requirements of the permit (including insurance requirements).
- C. The Contractor will not be required to pay for Metrolink Contractor Safety Training fees, Metrolink railroad signal markout fees, or Metrolink permit review fees.
- D. If a second EIC is required to protect work being performed at a separate work location or where work is to be performed outside of the range of vision of the assigned EIC, the additional EIC will be deducted from the allotted work shifts provided to the Contractor.

END OF SECTION 01 11 16

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SECTION 01 14 00 WORK RESTRICTIONS

PART 1 – GENERAL

1.1 SUMMARY

This Section outlines requirements and provisions for rules and hours of operation for the Contractor execution of the Work under this Contract.

1.2 RELATED REQUIREMENTS

- A. Section 01 11 16, Work by SCRRA
- B. Section 01 14 16, Coordination with SCRRA
- C. Section 01 35 15, Maintenance and Protection of Railroad Traffic
- D. Section 01 35 23, OCTA Worksite Safety Requirements

1.3 REFERENCE STANDARDS

Comply with the provisions of all local, State, and Federal codes, specifications, standards, industry recommended practices and Authority policy including:

- A. OCTA: Level 3 Health, Safety, and Environmental Specifications
- B. SSPWC: Standard Specifications for Public Works Construction and City of Anaheim Standard Specification Supplement
- C. FRA: Federal Railroad Administration Track Safety Standards, 49 CFR Part 214
- D. SCRRA: Track Maintenance and Engineering Instructions and On-Track Safety Manual, Excavation Support Guidelines, Engineering Standard Plans, SCRRA Right-of-Way Encroachment Process.
- E. Caltrans: Trenching and Shoring Manual
- F. CPUC: California Public Utilities Commission General Orders
- G. CALOSHA: California Occupational Safety and Health Administration regulations
- H. OSHA: Federal Occupational Safety and Health Administration regulations

1.4 KEY DEFINITIONS

Some key definitions that pertain to this Section are listed below. Refer to Section 01 11 15 and the Contract General Conditions for more key definitions.

- A. Operating Envelope – A well-defined area determined by the Authority in which Work must be performed with permission.
- B. Operating System – The components of an operating system all exist in order to make the different elements of the system work together.
- C. Work Window – A well-defined period of time in which Work must be performed, with specific start and completion deadlines.
- D. Site-Specific Work Plan (SSWP) – See below

1.5 SUBMITTALS

Provide submittals such as the SSWP in accordance with Section 01 33 00, Submittal Procedures.

1.6 PROJECT COORDINATION

- A. Cooperate with the SCRRA in all matters requiring coordination for execution of the Work including eliminating or minimizing to the greatest extent possible interference and delays to all scheduled passenger and freight trains movements. Information regarding train movements is available to the Contractor, upon request. A sample activity report of train movements for one week may be obtained from SCRRA.
- B. The Contractor shall inform and gain SCRRA approval of any night or weekend Work per the requirements of the SCRRA right-of-entry/encroachment permit requirements and the Contract Specification; but not less than two weeks prior to the Work, unless otherwise approved in writing by SCRRA and OCTA.
- C. The Authority may require the Contractor to finish a section on which Work is in progress before Work is started on any additional section.
- D. Authority and SCRRA will be conducting work on other contracts at the same time as the Contractor's Work. The Contractor shall coordinate with other contractors and use the same Form B used by other contractors.

1.7 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall 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 Authority and SCRRA.
- B. Any damage caused by the Contractor to rails, ties, structures, embankment, third-party property, signal and communications equipment, or any other facilities shall be repaired at the Contractor's expense to a condition equal to or better than the condition prior to the Contractor entry, and as accepted by the Authority. At the sole discretion of the Authority, the Authority and SCRRA may direct that repairs be performed by other Contractors. The charges for such repairs shall be deducted from the Contractor's payment due under this Contract.

- C. Items shown on the plans to be protected in place shall be protected in place in accordance with SSPWC, Protection and Restoration of Existing Improvements, at no additional cost to the Authority.
- D. The Contractor shall not perform any work on or adjacent to the Main Track without prior written approval of the Authority and SCRRA. Perform work within the Operating Envelope or which affects the Operating System only after submitting a SSWP and receiving written approval of the SSWP from the Authority.
- E. Furnish all labor, materials, equipment and other incidentals as required to perform and complete the Work within the Work Windows, in accordance with the approved schedule in the SSWP.

1.8 CONTRACTOR USE OF WORKSITE

- A. The Contractor shall coordinate access, use, and preparation of facilities adjacent to the Project areas with owners and various public agencies. Coordination shall include but not be limited to the following:
 - 1. Construction staging plans included in the Contract Drawings represent an Authority approved work plan. The Contractor may submit an alternative staging plan for review by the Authority. The alternative staging plan must be accepted by the Authority prior to the Contractor undertaking any Work in accordance with the alternative staging plans.
 - 2. Contractor shall be responsible for obtaining encroachment permits from the City of Anaheim and other agencies and required to perform the Contract Work.
 - 3. Fences, walls, signs, and gates affected by the Contractor's access to the Right of Way shall be restored to full serviceability prior to demobilization.
- B. Rights-of-Way: All Contract work shall be performed from within OCTA right-of-way and the adjacent City roadway right-of-way unless stated otherwise within the Contract Drawings.
- C. Property Rights in Land and Improvements: The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure, or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the Authority and any third-party owner, former owner, or tenant of such land, structure, or buildings.
- D. The Contractor shall confine Worksite operations to areas permitted by law, ordinances, permits, and the Contract.
- E. The Contractor shall consider the safety of the Work, train operations personnel, and property on and adjacent to the Worksite when determining amount, location, movement, and use of materials and equipment on Worksite. The Contractor shall not load Worksite with excessive amounts of material, equipment, or other items