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SECTION 1 – PURPOSE, SCOPE AND GLOSSARY

1.1- PURPOSE

The RE Manual describes the role, responsibilities, and activities of the Agency Resident Engineer. The purpose of this manual is to achieve a uniform approach to the administration of construction contracts.

The manual primarily applies to construction projects managed by the Agency’s Engineering & Construction (E&C) department.

1.2 – SCOPE

The RE Manual provides guidelines for the work to be performed by the Resident Engineer (RE) and defines RE duties and responsibilities in the execution of the construction contract.

Appendix A contains procedures and standard forms to be used in many activities and provides a cross reference to the section of the manual in which the directive and form is called out.

The RE Manual has been developed for daily use and reference by the RE and other field office staff. An up-to-date, controlled copy of the RE Manual shall be maintained at each field office location, shall be readily accessible to field office staff, and shall not be removed from the field office without the appropriate RE’s written consent.

The RE Manual neither supersedes nor replaces other procedures, management memoranda, and procurement regulations, federal, state or other governmental requirements. Any clarifications that may be required, or any discrepancies that may result from the combined use of these, are to be brought to the attention of the Program Manager, Construction Services. Whenever specific directions or procedures are contained in the contract documents for an individual contract, the contract documents shall take precedence over this manual.

1.3 Revisions to Resident Engineer’s Manual

The RE Manual is a controlled document and is subject to Agency standard procedures for its revision.

1.4 Glossary

Agency: The Peninsula Corridor Joint Powers Board (JPB); comprised of representatives from partner agencies: the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara Valley Transportation Authority. The San Mateo County Transit District is the designated managing agency and provides staff to manage, control, and perform the work involved in the construction and operation of Caltrain.
**Approved Contract Change Order** – A written and approved (by an authorized JPB representative) change order to the Contractor changing the terms or conditions of the contract or adding, deleting or modifying the work.

**Community Relations Specialist:** The Agency’s community relations contact assigned to each project; responsible for dealing with the general public, the dissemination of information, and handling of complaints.

**Construction Safety Officer:** The Agency representative appointed by Risk Management to monitor and evaluate Contractors' compliance, and report safety concerns to Risk Management.

**Contract Documents -** The document set developed for a specific project for purposes of obtaining bids from private sector industries and for the subsequent legal, programmatic and technical control of contract implementation. The Contract Documents form the basis of the agreement with the Contractor, and include the General Conditions, Special conditions, Standard Specifications, Contract Drawings, Addenda, and accepted bid when attached as an exhibit to the contract, the Contract Bonds, permits from other agencies, and all Contract Change Orders issued after execution of the contract.

**Contractor:** The prime contractor for each contract, including all of his subcontractors and vendors.

**Designer:** The individual, firm, partnership, corporation, joint venture or other legal entity responsible for the development and preparation of project plans and specifications.

**Disadvantaged Business Enterprise (DBE) Officer:** The Agency’s representative responsible for administering and monitoring compliance with DBE requirements throughout the Agency’s Capital Program and for investigating and recommending resolutions to DBE compliance problems. All matters pertaining to the DBE program shall be directed to the DBE Officer for handling.

**Engineer:** The Engineer is the RE (or his authorized representative as delegated) authorized by the Agency to act on its behalf.

**Executed Contract Change Order** – An Approved Contract Change Order signed (and thereby agreed to in all respects) by the Contractor.

**Engineering Services:** The Agency department responsible for design support for all construction and installation contracts.

**Inspector:** The individual assigned by the Resident Engineer to perform the inspection functions required to verify the performance of the Contractor in accordance with the contract documents.
Labor Compliance Officer (LCO): The Agency’s representative responsible for administering and monitoring the Agency’s labor compliance program on all public works projects. All matters pertaining to the labor compliance program shall be directed to the LCO for handling.

Office Engineer: The person designated to provide office support to the Resident Engineer. Duties include establishment and maintenance of contract records, and processing Contractor submittals and Contractor payment applications.

Operating Railroad or Caltrain System – The passengers; railroad; right-of-way; terminals; stations; rolling stock; fare collection equipment; control and communications equipment and software, maintenance equipment and facilities; operating and maintenance schedules, personnel, rules, and procedures; and support facilities and equipment all of which comprise the commuter rail service between San Francisco and Gilroy, California.

Program Manager, Construction Services: The individual responsible for is responsible for the overall management of the Agency’s Construction Services and management of the CM Consultant.

Project Controls: The systems used to plan, schedule, budget, and measure the performance of project.

Project Manager: The individual responsible, during the design process, for a project including its scope, schedule and budget.

Supplier - The person or persons, firm, partnership, corporation, or combination thereof, private, municipal, or public, which, as an independent contractor, has entered into a procurement contract with the District, and which is referred to throughout the contract documents by singular number and neuter gender.

Quality Assurance (QA): Those planned and systematic actions required to provide sufficient confidence to management that a service or product will satisfy specified requirements for quality. For purposes of the Resident Engineer’s Manual, Quality Assurance is the process by which the Agency elects to monitor and assure that the Contractor is complying with the requirements of the contract.

Resident Engineer: The individual designated to administer construction management matters on specific contracts, with authority delegated by the Agency’s Project Manager. Wherever the words Resident Engineer are used in the Resident Engineer’s Manual, they shall mean the Resident Engineer or any of his or here’s delegated representatives.

Standard Manual: Any of a number of controlled documents which provide guidelines and direction for the conduct of the Agency’s capital development projects. A Standard Manual may rely on Standard Procedures or other instructions/directives for the implementation of specific requirements.
Standard Procedure (SP): Any of a number of controlled documents which define the Agency’s procedures for the conduct of project development and other work.

Please also refer to GP1.3, Definitions and Terms.
SECTION 2 – ORGANIZATION

2.1 AGENCY ORGANIZATION

The Peninsula Corridor Joint Powers Board (Agency) is a Joint Powers Agreement among the City and County of San Francisco, the San Mateo County Transit District, and the Santa Clara Valley Transportation Authority and is governed by a Board of Directors comprised of representatives from each partner agency. The Board has designated the San Mateo County Transit District as the managing agency. The managing agency provides staff to manage, control, and perform the work involved in the construction and operation of Caltrain. The staff is headed by a Board appointed General Manager/CEO. The organization is shown in Figure 2-1.

FIGURE 2-1 AGENCY ORGANIZATION

The Deputy CEO Operations, Engineering and Construction is responsible for the overall direction of the construction program, as shown in the organization chart in Figure 2-2.
2.2 CONSTRUCTION MANAGEMENT ORGANIZATION

FIGURE 2-2 – Construction Management Organization Chart

The Director, Engineering and Construction, is responsible for the overall management of Program Delivery and Engineering Services.

The Deputy Director, Program Delivery is responsible for the overall management of the capital program including design and construction activities.

The Program Manager Construction Services heads the construction management department and oversees the activities of the Resident Engineer.

The Project Manager is responsible for a project including its scope, schedule and budget.
The Resident Engineer reports to the Program Manager Construction Services and is responsible for management of construction support staff and interfaces directly with the construction contractor.

Project Controls provides schedule, budget and performance measurement support for the Agency.

The Designer provides design support during construction (DSDC).

The Operating Railroad of Record (ORR) provides support to the Contractor’s construction activities, including but not limited to Roadway Worker Protection.
SECTION 3 – AUTHORITY and RESPONSIBILITIES

3.1 GENERAL

On all Agency construction contracts, an RE will be assigned to manage and administer the construction contract with oversight from the Program Manager, Construction Services. The RE will be supported by the construction management staff needs to accomplish the work associated with the administration of the Contract.

3.2 DELEGATION OF AUTHORITY

The RE will be delegated authority to act in the capacity of the Engineer as defined in Article GP5.1 of the General Conditions which state:

“With respect to Contractor’s performance of the Work, the Engineer shall have the authority to enforce compliance with the Contract Documents. In accordance with the Contract Documents, the Contractor shall promptly comply with all instructions from Engineer, and the Engineer shall have the authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out same.”

3.3 RESPONSIBILITIES

The RE shall function as the Agency’s representative with the Contractor on all Contract related matters. The RE shall be responsible for ensuring adherence to the Contract. The activities to accomplish this role are described in Sections 4 through 16 of the RE Manual.
SECTION 4 – PRE-CONSTRUCTION ACTIVITIES

The early phase of a construction contract is critical to the success of the contract, and there are certain requisite actions that the Resident Engineer must take. This section provides direction for the administrative actions necessary before site work begins.

4.1 PRE-BID RESPONSIBILITIES OF THE RESIDENT ENGINEER

4.1.1 General
If the Resident Engineer is assigned to a construction contract before bids are submitted, the Resident Engineer will review the contract drawings and specifications for discrepancies and for constructability. Input is provided to the JPB Project Manager. The Resident Engineer will attend the pre-bid conference, if the position is staffed at that time.

The Resident Engineer may be requested to accompany the JPB Project Manager on a jobsite tour with prospective bidders. The Resident Engineer must maintain an impartial position and not offer opinions or similar comments that would provide an unfair advantage to one or more bidders. Information and clarifications are formally provided through addenda issued by JPB to all bidders.

The Resident Engineer inspects the work site to determine the progress of site preparation by others, if required, right-of-way acquisition, specific access restrictions, potential interfaces with the public, and the status of pre-construction damage surveys. Input is provided to the JPB Project Manager.

4.1.2 File for the Resident Engineer
The purpose of the Resident Engineer file is to support the transition of a capital project from the Final Design phase when it is managed by Capital Project Management staff, to the Construction Phase when it is managed in the field by Construction Management staff. The Resident Engineer file is prepared by the JPB Project Manager and contains pertinent information about the project scope, schedule, budget and funding sources as well as other special conditions and project history. This information is designed to assist the Construction Management staff (particularly the Resident Engineer) with project management and construction contract administration.

Typical topics that may be included in the RE file include:

- Agreements
- Regulatory Permits, Agreements, and Approvals
- Miscellaneous Notes to File
- Environmental/Hazmat Issues
- Safety Certification Plan
4.1.3 Familiarization with Contract Documents
The Resident Engineer and his staff should spend time reviewing the contract documents to clearly identify the work and any special circumstances identified.

The Resident Engineer should develop a complete contractor submittal and contractor deliverable list. The entire contract document should be reviewed to make sure all requirements are identified. It should be recognized that submittals require the Engineer’s approval or acceptance prior to the Contractor proceeding with the work which is the subject of the submittal, whereas deliverables are submitted for the Engineer’s or Owner’s record or are used to fulfill a legal or administrative requirement. At this time the Resident Engineer should prepare a submittal review and approval matrix with the Project Manager and specify the distribution of each submittal for information and approval authority. Any special inspections and tests required, permits required, local restrictions, etc. should be identified. The deliverables requirements list should also be confirmed and finalized. (See also section 4.5).

In addition, the Resident Engineer should coordinate with the Owner’s Labor Compliance Officer and DBE Officer to identify labor compliance and DBE needs and processes.

4.1.4 Testing Plan
The Resident Engineer must submit a testing plan to the Program Manager Construction Services before construction starts. When stipulated by the plan, required by the specifications, or necessary in the judgment of the Resident Engineer, materials and workmanship will be independently tested. Samples will either be furnished by the Contractor or will be selected by the Resident Engineer as representative of in-place material. Testing will be done by an independent laboratory and the Resident Engineer should verify that such services are under contract to JPB and are available to his/her project.
4.2 NOTICE OF AWARD
The Director, Contracts and Procurement or the Contract Officer provides the written Notice of Award directly to the Contractor with a copy to the JPB Project Manager, the Program Manager, Construction Services and the Resident Engineer.

4.3 CONFORMED CONTRACT DOCUMENTS
The Resident Engineer will transmit up to five (5) copies of the conformed Contract Documents (including half size contract drawings) and up to five (5) full size copies and one (1) electronic file of the contract drawings to the Contractor. It is the Contractor’s responsibility to reproduce the number of drawing copies it requires beyond these numbers and sizes. All drawings and specifications transmitted to the Contractor will be covered by a Transmittal Letter.

4.4 LIMITED NOTICE TO PROCEED
The Owner will issue a Limited Notice to Proceed no later than 20 days after execution of the Contract. The Limited Notice to Proceed may be issued by the Owner as early as one day after execution of the Contract. Generally the Director, Contracts and Procurement or the Contract Officer, will issue the Limited Notice to Proceed to the Contractor (see Directive DF-01, Exhibit 1 for a sample). This communication will also identify the Project Manager as the Engineer. A second letter signed by the Project Manager (see Directive DF-01, Exhibit 2 for a sample) will delegate the authority and responsibilities of the Engineer to a named Resident Engineer.

The effective date of the Limited Notice to Proceed constitutes the start of the administrative planning period for the Contractor.

The Contractor is not authorized to perform any work until the Contractor has received the Limited Notice to Proceed from the Owner. Should the Contractor begin Work in advance of receiving the Limited Notice to Proceed, such Work shall be considered as having been done at the Contractor’s own risk and as a volunteer. Within five (5) days after the effective date of the Limited Notice to Proceed, the Contractor shall commence the Work (but not including any site work other than that associated with mobilization) and shall diligently prosecute the same to completion within the Contract Time. Attention is directed to SP01001, CONTRACT TIME AND ORDER OF WORK.

The contract duration begins on the date specified in the Limited Notice to Proceed, with that date being calendar day 1.

During the administrative planning period the Contractor should focus on developing and delivering those submittals which must be received by the JPB before a Notice to Proceed can be issued.
4.5 ADMINISTRATIVE PLANNING PERIOD
At the beginning of the administrative planning period, the Resident Engineer will transmit an early action letter to the Contractor. The early action letter establishes communications between the parties and serves to highlight the early priority actions and submittals required of the Contractor. The specific format and content are described in Directive DF-03. The content of this letter should be discussed at the preconstruction meeting.

SP01001 CONTRACT TIME AND ORDER OF WORK, subsection 1.07 ADMINISTRATIVE PLANNING PERIOD, item B., details those items which must be submitted by the Contractor within the target time of 60 days after the effective date of Limited Notice to Proceed (such time includes allowance for review time by the Engineer). Each specific submittal should, as a reminder to the Contractor, be listed in the early action letter. Directive DF-22 provides guidance as to the transmission, processing and tracking of these submittals.

4.6 PRE-CONSTRUCTION MEETINGS

4.6.1 Contractor
The Resident Engineer is responsible for arranging a preconstruction meeting to orient the Contractor. This meeting is a forum for the Resident Engineer and the Contractor to discuss items of mutual interest concerning the start, conduct, and completion of contract work. The agenda for the preconstruction meeting is detailed in Directive DF-04. The agenda is forwarded to the Contractor with the invitation to the meeting. The date of the meeting should be as soon as practical after Limited Notice to Proceed, allowing the Contractor enough time to prepare for the meeting. Minutes of the meeting are kept by the Resident Engineer and distributed to all attendees.

4.6.2 Utilities
The Resident Engineer is responsible for arranging preconstruction meetings with representatives of utilities, agencies, the JPB utility Coordinator, and local jurisdictions that will be affected by the construction contract. The purpose of the meetings is to establish an early working relationship between the parties and to coordinate activities during construction. The agenda (detailed in Directive DF-04) is sent by the Resident Engineer to each utility representative and to the Contractor. Minutes are kept by the Resident Engineer and distributed to all attendees.

4.6.3 Insurance and Safety
The Resident Engineer will arrange for and chair a meeting with the Contractor to discuss insurance and safety issues. The attendees at this meeting should include the Program Manager, Construction; the JPB Safety Officer, Rail; a JPB risk management representative; the Contractor’s Construction Project Manager; the Contractor’s designated Safety Officer; and a representative from the Contractor’s insurance carrier. Site safety and security and Roadway Worker Protection will be principal topics at the meeting. The meeting may be combined with the preconstruction meeting described under section 4.6.1 if appropriate.
4.7 NOTICE TO PROCEED
Prior to issuing a Notice to Proceed, the Resident Engineer must verify that all administrative planning period submittals have been received, reviewed, modified if necessary by the Contractor and approved by the JPB. The Resident Engineer must also be fully knowledgeable of the Contractor's mobilization plans and the early scheduled construction activities. The Resident Engineer must check that the Contractor follows these scheduled activities and that construction starts as planned.

The Resident Engineer will send a written Notice-to-Proceed directly to the Contractor with a copy to the JPB Project Manager, the Contract Officer, and the Program Manager, Construction. Having received the Notice to Proceed, the Contractor may start physical site work on the JPB’s property.
SECTION 5 – PARTNERING

The Resident Engineer should promote the formation of a “Partnering” relationship with the Contractor to effectively complete the Contract to the benefit of both parties. This partnering relationship should be structured to draw on the strengths of each organization to identify and achieve mutual goals. The purpose of this relationship should be to maintain cooperative communication and mutually resolve conflicts.

To implement this partnering initiative, prior to receiving Notice to Proceed, the Contractor’s management personnel and the Resident Engineer will initiate a partnering development and team-building workshop. Project personnel will work with the assistance of a professional facilitator to make arrangements and to determine attendees, agenda, duration, and location of the workshop. The facilitator selected will be mutually agreed upon by the Resident Engineer and the Contractor. Persons required to be in attendance will be the Resident Engineer’s management staff and key project personnel representing the Resident Engineer, the Contractor’s management staff and key project supervision personnel of both the Contractor and principal Subcontractors and suppliers, and representatives from affected utility companies. The project design engineers and other key personnel (JPB and/or consultants) may also be invited to attend.

At any time during the contract when disputes arise that might remain unsettled for an extended period, the Resident Engineer is to notify the JPB Project Manager of the need for a follow-on partnering workshop to address outstanding or unresolved claims. Follow-up meetings may be held at the agreement of the Contractor and Engineer, with costs and arrangements mutually agreed upon in advance. The Contractor shall be responsible for making arrangements to provide a facilitator, meeting facility, and associated materials for the workshop and follow-up meetings.
SECTION 6 – CONTROL OF CONTRACTOR’S WORK

6.1 WEEKLY PROGRESS MEETINGS

The Resident Engineer should conduct progress meetings weekly and more often as necessary for the competent and timely execution of the work. The Contractor's Project Manager, Project Scheduler, and Safety Officer, representatives of Subcontractors performing work within the next three weeks, the Resident Engineer and other Owner’s personnel, and other Contractor personnel as agreed by the Resident Engineer and the Contractor, should attend the progress meetings.

The meeting attendees should, at a minimum:

1. Review the minutes from the previous meeting
2. Review the progress of the Work since the last meeting
3. Address impacts to Railroad operations resulting from the Work
4. Review the status of submittals
5. Review the status of RFIs
6. Review the status of corrective actions, including Punch-list work
7. Review the Three-week Rolling Schedule
8. Review Safety issues, including worksite conditions, as required
9. Review Quality issues, including non-conformances, as required
10. Address new issues and unresolved issues.


6.2 RECORD KEEPING AND REPORTING

6.2.1 Daily Diary

The Resident Engineer must maintain a handwritten or electronic daily record to keep track of project details. This written or electronic record should record all items of importance (even of routine matters covered by other reports when circumstances are unusual), conferences with the Contractor or other parties, agreements made, and any other matters that have a bearing on the history of the contract. (See Directive DF-02) This record will permit recollection of facts when questions are raised later regarding the Resident Engineer's procedures on some portion of the contract. The record is a project document and must not contain personal notes or feelings. It should be pointed out, however, that the weekly report may be accepted as evidence in courts of law, and the Resident Engineer will keep written records, prescribed by the procedures, for important activities concerning the project.

6.2.2 Monthly Progress Report

The Resident Engineer should prepare a Monthly Progress Report. This Monthly Progress Report will document progress for the Program Manager Construction, JPB Project Manager, and JPB management, and constitutes the primary avenue of communication concerning construction activities. The Resident Engineer should use the supporting documentation attached to the Contractor’s application for progress
payment to assist in the preparation of the Monthly Progress Report. The results of the Construction Progress Review meetings (as described in DF-13) will also be included in this report. The report should note trends, problems and their resolution, changes in progress (including progress photos), schedule updates, change order logs, and interfaces between contracts.

6.2.3 Progress Photographs
The Resident Engineer is responsible for developing an adequate photographic record of the progress of each job. The Resident Engineer should take photographs to cover unscheduled events. The complete photographic record should cover the following items:
(a) Preconstruction photographs,
(b) From designated positions, reports of progress at start of work, periodic intervals (minimum monthly), and at work conclusion,
(c) Unusual construction techniques,
(d) Accidents or damages,
(e) Unsafe or hazardous working conditions,
(f) Job visits by prominent personnel,
(g) Photographs after Final Completion (particular attention to safety critical/certifiable items)
(h) Areas or activities where claims and/or changes may be anticipated,
(i) The Resident Engineer will maintain a log of all photos.

6.3 CONTROL OF DRAWINGS AND SPECIFICATIONS
It is the responsibility of the Resident Engineer to have and to provide the Contractor with conformed drawings and specifications. The JPB Project Manager will provide the Resident Engineer with full and half-size “conformed” drawings and specifications (see Section 4.3 above).

6.3.1 Control and Review of Contract Documents
The Resident Engineer must maintain an up-to-date file of drawings and Contract Documents. Upon the receipt of approved full-size drawings, one set of these drawings will be marked and filed as record prints. Upon receipt of full-size revised drawings, the superseded drawings will be so marked and filed. The Resident Engineer will obtain copies of the Drawing Control Form from JPB at regular intervals. Revised sheets annotated by Change Notices will be logged by JPB only after the change documents have been fully approved. Superseded drawings and specifications, so marked, must be retained for record purposes. See Directive DF-07.

To verify that up-to-date documents are being used, the Resident Engineer must regularly review copies of the drawing control records provided by the JPB Project Manager. If copies are not current, the JPB Project Manager must be requested to furnish the new drawings or specifications.
The Resident Engineer should carefully review all drawings and specifications issued so as to recommend to the JPB Project Manager changes to conform to local conditions more accurately, to permit the construction of a more practical and economical structure, and to eliminate errors in drawings and specifications.

The Resident Engineer should encourage the staff of the JPB Engineering Support department to visit the site periodically, continuing a liaison between JPB Engineering and the Field Office. In addition, site visits are made by JPB Engineering at the request of the Resident Engineer for specific record of site visits should be maintained by the Resident Engineer.

6.3.2 Interpretation of Contract Drawings and Specifications

A. Internal. In general, questions of interpretation of the Contract Drawings and specifications, when such interpretation is between the Resident Engineer and the JPB Project Manager or JPB Engineering Services department, will be resolved by discussion. If requested by the Resident Engineer, such interpretations will be put in written form. Such requests and responses will be termed “Information Requests” (IQ’s) and “Information Responses” (IRs).


C. Contract Document Changes. Omissions, conflicts, or other inconsistencies in the drawings or specifications will be rectified by formal notification to the Contractor by the Resident Engineer. If, after consultation with the JPB Project Manager and the Program Manager Construction, the Resident Engineer determines that a compensable change is involved, then he/she will issue a Field Instruction or Change Notice to the Contractor (see Section 9). Contract drawings will be reissued as required.

It is the Resident Engineer's responsibility to ensure that all drawings used in the inspection and administration of the work contain all approved changes made to date.

6.4 FIELD SKETCHES AND FIELD INSTRUCTIONS

6.4.1 Field Sketches
Field Sketches are treated as described in Directive DF-41. These sketches are important to tracking the differences between the design in the contract drawings and what was actually constructed. These field sketches could be incorporated into the contract by Change Order. They form part of the project record against which the Contractor's As-built drawings must be checked.
6.4.2 Field Instructions

When it is necessary for the Resident Engineer to respond quickly by directing the Contractor to proceed with particular work (that may or may not be a change in the Contract Documents), the Resident Engineer will use the Field Instruction form.

6.5 SUBMITTALS, DELIVERABLES

A. General. The Contractor and Resident Engineer will follow the requirements of SP01300 SUBMITTALS AND DELIVERABLES. The Contractor is required to submit a Submittal delivery schedule to the Resident Engineer within 28 days of Limited Notice to Proceed. The Resident Engineer should review this schedule and confirm that it is consistent with other schedule information required from the Contractor before approval is given.

Submittals. Submittals generally include plans and procedures, equipment lists, resumes, schedules, training records, data sheets, shop drawings, working drawings, marked up as-built drawings, product data, samples and other items as specifically identified in Attachment 01300-A in the Special Provisions. Submittals are generally subject to review and approval by the Resident Engineer.

Deliverables. Deliverables generally include resumes, copies of permits, field notes, plans, schedules, test reports, non-conformance reports, certificates of compliance, receipts, inventory records, spare parts, contract closeout and record documents and other items as specifically identified in Attachment 01300-B in the Special Provisions. Deliverables are generally not subject to acceptance by the Resident Engineer.

B. Submittal Processes. The Contractor will utilize a transmittal form for Submittals as approved by the Resident Engineer. The transmittal form will bear a specific unique number, and will identify the Project, Contractor, Subcontractor, supplier, and manufacturer; pertinent drawing number, detail references, and specification section number; and name of the material or equipment items as shown on the Contract Documents, as appropriate. Include address and telephone number for Subcontractor, supplier or manufacturer.

For samples, the Contractor must also include producer information including brand, model, place of origin, and other pertinent information. Including any proposed deviations from the Contract Documents requested or shown on the submittal.

C. Substitutions. Substitutions proposed by the Contractor are subject to GP6.3 and SP01300, 1.09. The Resident Engineer should refer to these sections of the Contract Documents before considering a proposed substitution.

D. Content Responsibilities. The Contractor is required to carefully review and approve submittals prior to submitting to the Resident Engineer and to document such using a Contractor’s Review stamp. Where applicable, shop drawings will be certified for construction by the manufacturer.
The Contractor must include adequate information to permit the Resident Engineer to evaluate compliance and should use methods such as arrows to clearly identify the products and materials proposed for use.

A submittal which contains extraneous information, unmarked options or is incomplete should be returned by the Resident Engineer to the Contractor and marked “Rejected – Resubmit”.

When submittals are required to be resubmitted by the Contractor, the revisions must be clearly defined on the resubmittal.

Submittals which are received from sources other than the Contractor, which do not have Contractor’s review stamp, or which have not undergone Contractor review should be returned to the Contractor without action. Submittals not required by the Contract Documents should be reviewed or returned without review at the Resident Engineer’s option.

The Contractor must maintain a submittal log with dates, submittal transmittal numbers, and review status, and a file of all submittal documents at the Contractor’s field office.

The Contractor is not permitted to proceed with procurement, manufacture, or fabrication of items submitted for review, until such submittals have been designated by the Resident Engineer as “Approved,” or “Approved as Noted,” unless specifically authorized to do so by the Resident Engineer.

**E. Resident Engineer’s Review.** Contractor shop drawings should be received and logged in by the Resident Engineer or Office Engineer. They should then be submitted by the Resident Engineer’s office to the appropriate JPB Engineering Support person and/or the Designer of Record for technical review. Drawings should be reviewed by the Resident Engineer's office in parallel with Engineering. The Resident Engineer's office's comments should be forwarded to the JPB Engineering Support person within five working days after submittal.

The Resident Engineer should review the drawings to be sure they are constructible and compatible with the existing site conditions. (See Directive DF-22 for the numbering system and other details.) When drawings and other technical submittals are returned following JPB Engineering Support and/or Designer of Record review, they should be stamped with an action block stamp indicating: approved; approved as noted - no resubmittal required; approved as noted - resubmit within 30 days; or not approved. The Resident Engineer must follow up on any required resubmittals.

**6.6 SITE-SPECIFIC WORK PLANS**

Per SP01011, 1.06, the Contractor is required to prepare and submit a detailed site specific work plan (SSWP) for construction work planned to be performed on the operating railroad during a defined work window. The Resident Engineer must review all SSWP and must approve same before a Contractor can submit a request.
to work. Reference DF-08 for procedure for track access, SSWP, and request to work.

6.6.1 Content of SSWP
An SSWP must include:

(i) a summary that contains a work description; location; duration; track impact; anticipated impacts to Caltrain passengers, the general public, and train operations; construction methods to be used; hazards and risks; and accident and delay prevention methods,

(ii) a detailed work breakdown including step by step description of all activities; a list of assumptions underlying the plan; a list of resources (labor, materials and equipment) to be ready or on-hand; critical milestones; staffing requirements including owner furnished labor requirements; individual Contractor’s personnel responsible for the overall work and individual tasks; a list of materials and equipment required for each task,

(iii) a detailed critical path method schedule of work activities including the duration of each activity of one half hour duration or greater; the time for inspections to place tracks and signal equipment back in service.

The Contractor must supply additional information if requested by the Resident Engineer.

6.6.2 Request-to-Work by Contractor and Approval to Work by Resident Engineer
After approval of an SSWP by the Resident Engineer, the Contractor must submit a request to work for the activities in the SSWP or part thereof. If acceptable, the Resident Engineer will approve the request and issue an approval to work to the Contractor including the conditions under which the work must be undertaken. If an approval to work is not issued by the Resident Engineer by the Monday two (2) weeks prior to the week in which the work is planned to be performed, then the Contractor must assume the request was not approved and must be modified and resubmitted.

6.6.3 Cancellation of Work
If JPB withdraws the approval for a track outage after the Contractor has started work, then the Resident Engineer will immediately notify the Contractor to vacate the work area. The Contractor must advise the Resident Engineer what work will be necessary to vacate and how long it will take to vacate the area.

6.6.4 Inspections Prior to Placing Track and Signal System Back in Service
The Resident Engineer will provide the Contractor with the JPB’s procedure for coordinating requirements for inspection prior to placing track and signal systems in service. The Contractor must schedule his work to allow JPB personnel a minimum of 30 minutes to make such inspections at the prescribed time. If the Resident Engineer determines that remedial work is required to return track or signal systems back to service, the Contractor must immediately address such requirements. The Resident Engineer may direct that JPB forces (the ORR) perform the remedial work.
6.6.5 Track Back in Service
It is the Contractor’s responsibility to have track back in service and suitable for use at the maximum authorized speed by the end of the work window. The Resident Engineer will, with assistance from other JPB staff, determine if a delay to train operations occurs because the Contractor’s operations exceed the work window time, a slow order is necessary on the track because of improper work by the Contractor, or for other reasons.

6.6.6 On-Track Safety and Roadway Worker Protection
See Section 11.2.

6.6.7 Work Impacting Union Pacific Railroad (UPRR) Operations
The Contractor must coordinate any work within 25 feet of the centerline (or with the potential to foul) UPRR tracks with the Resident Engineer.

6.6.8 Grade Crossing Closures
The Contractor is required to obtain the approval of the Resident Engineer and affected local agencies, for closure of grade crossings as detailed in Contractor’s traffic control plan.

6.7 CONTRACT RECORD DOCUMENTS AND AS-BUILT DRAWINGS

6.7.1 General
Contract Record Documents include marked up as-built drawings, final record as-built drawings, and other documents. Other documents include copies of conformed Contract Documents, Approved and/or Executed Contract Change Orders, Requests for Interpretation, permits, and required deliverables and approved submittals such as shop drawings, working drawings, product data, progress schedules, inspection reports, test reports, non-conformance reports, RWP training records, worker qualifications and certifications, accident/incident reports, invoices, and site specific work plans.

6.7.2 Contract Record Documents The Contractor must also maintain the Contract record documents and have them available for inspection by the Resident Engineer at any time.

6.7.3 As-Built Drawings.
Starting with a set of prints of conformed Contract Drawings, the Contractor will record changes, revisions, clarifications, and actual field conditions. Changes include changes generated by Field Instructions, Requests for Information and Approved/Executed Contract Change Orders. All mark ups will be done neatly in red ink on an up-to-date basis. The Contractor will maintain the marked up as-built drawings in his field office or other approved (by the Resident Engineer) location.
The Resident Engineer should check on at least a monthly basis, that the Contractor is following this requirement and that the mark ups appear valid.

6.8 SURVEYING
GP5.5 provides requirements for setting line and grade. Surveying is addressed in Directive DF-11.

Only such primary control lines, monuments and bench marks should be set by the Resident Engineer as he/she determines to be necessary to control establishment of the lines and grades required for the completion of the work. In general, these will consist of the primary horizontal and vertical control points shown on the Contract Drawings. The Contractor must notify the Resident Engineer according to the contract requirements.

The Contractor must carefully preserve monuments, stakes, and marks set by the Resident Engineer. If such monuments, stakes or marks are destroyed or damaged, the Resident Engineer at his/her earliest convenience should replace them. The Contractor must be charged for the cost of replacing or restoring monuments, stakes, and marks destroyed or damaged by reason of its operations. This charge will be deducted from any monies due or to become due the Contractor.

The Contractor must temporarily suspend Work at such points and for such reasonable times as the Resident Engineer may require for transferring or setting monuments, stakes or marks, and the Contractor will not be entitled to any additional compensation or extension of time therefore.

All other stakes or marks required to establish the lines and grades required for the completion of the Work are the responsibility of the Contractor. Payment for such work will be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

Contractor must take field measurements and verify field conditions consistent with prudent construction industry standards and must carefully compare such field measurements and conditions with information indicated in the Contract Documents before commencing construction activities at the work site. Errors, inconsistencies or omissions in the Contract Documents discovered by Contractor must be reported to the Resident Engineer at once (see Section 3.3.10.A).

The primary controls should be checked by the Contractor prior to use. If the primary controls are disturbed by the Contract Work, the Contractor is to be informed by the Resident Engineer that the Contractor is responsible and will be billed for the cost of checking and replacement.

It is the Contractor's responsibility to build the Project as staked from the primary controls, and the Resident Engineer is in no way responsible for any Contractor's auxiliary staking or measuring. However, if an error in such auxiliary surveying is detected or suspected, the error should promptly be called to the Contractor's attention.
The Resident Engineer must obtain certain independent survey checks during the course of construction. The Contractor's proven survey accuracy will determine the frequency of spot-checks. Survey checks are required to:

(a) Check the Contractor's survey layout of horizontal, vertical, and dimensional elements for conformance with the drawings and specifications. Survey and dimensional checks, should be performed for major construction elements, particularly when clearances involve Caltrain trackway or operational safety. Such survey checks shall be performed prior to placement of permanent structures or facilities.

(b) Check the Contractor's movement detection markers.

(c) Provide measurements of completed work for determining payment quantities (for the unit price contracts).

(d) Provide establishment of monuments in completed structures before passenger platforms are constructed.

The Contractor is responsible to provide monitoring data for ground conditions, i.e., settlement, water table, etc. The data must be formally submitted to and evaluated by the Resident Engineer.

All survey data taken by Consultant surveyors must be recorded in bound, pre-numbered survey books, which are retained by the Resident Engineer. The Resident Engineer must use standard field books, pre-numbered, for all Contract field surveying (except Contractor's surveying), either by JPB forces or by outside Consultant surveyors. For standard methods of note-keeping, refer to "Handbook of Survey Note-keeping" by F. W. Pafford, John Wiley & Sons, 1962.

Upon completion of entries in each book, or in case of uncompleted books at more than 30-day intervals, field books should be copied. (This copying is a precaution against possible loss and permits use of copies for calculations, in lieu of using the original field books.) Books should be maintained by the Resident Engineer along with loose-leaf copies, for custody until the end of the contract, when they will be sent to the Central Document Control for permanent filing.
SECTION 7 – CONTRACT ADMINISTRATION

7.1 SCHEDULE CONTROL

7.1.1 General
The Contractor is responsible under the Contract to complete all the work within the specified time in the Contract Documents. The Resident Engineer should review GP8, Prosecution and Progress, SP01001 CONTRACT TIME AND ORDER OF WORK and SP01310 SCHEDULES.

7.1.2 Schedule Submittals and Reviews
A. Cost-Loaded Baseline Schedule. The Contractor must submit a Cost-Loaded Baseline Schedule for the project within 28 days following the Limited Notice to Proceed. The Baseline Schedule shall
- utilize computerized Critical Path Method (CPM) network scheduling
- show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations
- include the entire scope of work through the end of Contract Time
- show the activities that define the critical path and float on other activities.
- define non-work days.
- include a dollar amount associated with each schedule activity; the sum total of the dollar amounts associated with each schedule activity shall equal the contract price.

The data date for the Baseline Schedule shall be the date of Limited Notice to Proceed (LNTP) and shall include actual dates and durations for work completed prior to Notice to Proceed (NTP). The Baseline Schedule shall not attribute negative float or negative lag to any activity.

The Contractor must submit a narrative report with the Baseline Schedule describing the schedule development process, activity coding structure, work sequence, approach or methods the Contractor intends to employ in the Work, and explanation of early scheduled completion date, if proposed.

The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts. Each schedule activity shall include the following:

1. A clear, legible and unique description, including the location of work.
2. Start and finish dates.
3. A duration in full days of not less than one day, except for milestone activities, and not more than 14 days, with the exception of submittals, fabrication, procurement, and summary activities, unless otherwise approved by Engineer.
4. At least one predecessor and one successor activity, except for project start and finish milestones.

5. Required constraints.

6. Activity codes for responsibility, phase, area, stage, work shifts, and contract bid item numbers. Code for responsibility shall denote the entity performing the activity, i.e. Owner, Contractor, Subcontractor, or utility.

   a. When DBE goals are applicable to the Contract, activities which will count toward fulfillment of the Contract's goals shall be readily identifiable through the responsibility code.

7. Cost-Loading: Dollar amount associated with each task activity, in hundreds of dollars. The sum total of the dollar amounts associated with each task activity shall equal the Contract price.

General Activity Requirements: Baseline schedules shall include activities to show the following, as applicable:

1. Project characteristics, salient features, or interfaces, including those with outside entities that could affect time of completion.
2. Project start date, scheduled completion date and other milestones.
3. Work performed by the Contractor, Subcontractors and suppliers.
4. Submittal development, delivery, review and approval, including those from the Contractor, Subcontractors, and suppliers which impact the critical path.
5. Procurement, delivery, installation, and testing of materials, plants, and equipment.
6. Required delivery of Owner furnished materials and periods of use of Owner-furnished equipment.
7. Acquisition of permits.
8. Utility notification and relocation.
10. Major traffic routing switches.
11. Final cleanup.
12. Work performed by other contractors and entities.
13. Demobilization and punch list activities.

The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

B. Baseline Schedule Review Meeting. Within 10 days after the submittal of the Baseline Schedule, the Resident Engineer should conduct a Baseline Schedule Review Meeting with the Contractor. The Contractor shall have its Project Manager, construction management personnel, scheduler and major Subcontractor representatives, in attendance. Meeting topics should include the following:
a. Contractor’s presentation of Baseline Schedule submittal including explanation of critical path, critical path activities, resources and production rates of work activities, and other items related to scheduling of work.

b. General review and discussion of schedule format, activities and information potentially missing from the schedule.

Approval by the Engineer of the Baseline Schedule is a prerequisite for the Notice to Proceed (NTP).

C. Progress Schedule. The Contractor is required to submit as part of the monthly progress payment application, a Progress Schedule which will be an updated version of the Baseline Schedule. The Progress Schedule must show the status of work completed to date and the work to be performed as planned. The update schedule must also show any proposed schedule modifications including the addition or deletion of activities or change in activity durations, constraints or logic.

Each Progress Schedule submittal must also include a narrative report to include:
- Description of work completed during the reporting period, including progress made on activities on the current critical path
- Explanation of any lack of work on activities on the critical path during the reporting period
- Description of the current critical path
- Explanation of changes to the critical path, including changes to logic or activity durations, and scheduled completion date since the last schedule submittal. Include explanation of work activities performed out of sequence from the approved schedule
- Status of major activities on the current critical path, including percent complete, and amount of time ahead or behind schedule. Provide description and explanation of any delays encountered during the reporting period, including impacts on other activities, milestones, and completion dates
- Description of proposed corrective actions and schedule adjustments to mitigate delays and bring the project back on schedule
- Status of permits, change orders, submittals, potential claims, time adjustments, material and equipment procurement, non-conformance reports, and any other pending items on the current critical path
- Description of activities on the critical path to be performed in the next update period
- Any other information pertinent to the status of the project as determined by the Contractor or requested by the Resident Engineer.

Minor changes, such as added or deleted activities, revised network logic changes due to re-sequencing, and revised durations, must be approved by the Resident Engineer prior to being incorporated into the schedule. Major revisions to the schedule must be submitted separately for approval, as described in SP01310.
Items such as weather conditions or supplier delays may affect the schedule. Under normal circumstances, these are Contractor risks for which there are no contract provisions for granting a delay in completion, but each case must be considered individually before decisions are made.

A complete schedule revision is generally required when work must be resequenced, dramatically altering the interrelationship of the critical path activities. Planning to recover delays is an example. A complete revision submittal includes all documents required for the initial schedule and is subject to the approval of the Resident Engineer. Before the revision is approved, Monthly Progress Status Reports based on the previously approved schedule are submitted. Contract milestone dates are not revised until a contract change is finalized. It is imperative that the integrity of the schedule still reflect the cost loaded activities that had been previously agreed to and are the basis of payment.

D. Three-Week Look-Ahead Schedule. The Contractor must submit his first three week look-ahead schedule at the pre-construction meeting and weekly thereafter (normally at construction progress meetings). The Three Week Look-Ahead Schedule must contain one week of historical information and three weeks of planned activities in support of and consistent with the Baseline Schedule or current Progress Schedule. The level of detail of the three week look-ahead schedule should be greater than in the Baseline Schedule or Progress Schedule.

The schedule should clearly show each activity with schedule activity ID number requiring track access during specified work windows; and schedule activities performed during single or multiple track outage work windows both utilizing an hourly time scale. The schedule should also show weather delay days which have already occurred and have been acknowledged by the Resident Engineer in writing, and demobilization and punch list activities through to Final Completion.

E. Final Progress Schedule. The Contractor must prepare and submit an updated, as-built Progress Schedule with actual start and finish dates for all activities, any previously undocumented changes, and including a narrative report through to the end of Contract Time. The Contractor must provide a written certificate with this submittal signed by the Contractor's project representative and an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects the actual start and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

F. Schedule Review by the Resident Engineer. The Resident Engineer, with project-specific scheduling support, is responsible for reviewing and approving the Contractor's schedule submittals. The review must be accomplished within the times specified in the contract. The Resident Engineer should send a copy of all schedule submittals and responses to the JPB Project Manager.

The following elements are necessary for a schedule to be approved:
(a) It must comply with the requirements Special Provisions Section 01300 Submittals and Deliverables and 01310 Schedules.

(b) It must include all necessary contract milestones.

(c) It must be in technical compliance with the contract documents.

(d) It must present a realistic and orderly sequence of work.

(e) The activity descriptions must address identifiable portions of the work.

If the schedule submittal cannot be approved, the Resident Engineer must, as soon as possible, convene a meeting with the Contractor, the Contractor's scheduling personnel, and the project-specific scheduling personnel. The Resident Engineer must present, in detail, all reasons why the schedule cannot be approved, and suggest corrections. Generally, the construction contracts provide for withholding of any monies earned until the schedules are submitted and approved. When the contract provides this requirement, it is discretionary.

The Contractor will use the approved Baseline Schedule submittal as the basis for all Monthly Progress Status Reports. The Resident Engineer will monitor the Contractor to see that progress is maintained using the approved schedule.

The Monthly Progress Status Reports submitted by the Contractor are not approved by the Resident Engineer, but are accepted if they are complete and conform to the technical requirements of the contract documents. If this report is not acceptable, the terms of the contract may require withholding payments otherwise due.

G. Recovery Schedule. If Contractor's actual progress of the Work falls fourteen (14) days behind the approved Baseline Schedule for the Contract completion date, the Contractor shall prepare and submit a Recovery Schedule within five (5) days to explain and display how he intends to regain compliance with the Contract completion date. The Recovery Schedule must detail the Contractor's plan for bringing the work back on schedule. The Contractor's plan for recovery must conform to all other Contract requirements and will incorporate revisions accepted by the Resident Engineer, in the next Progress Schedule. The Contractor must not incorporate proposed revisions in the Progress Schedule prior to their acceptance by the Resident Engineer.

H Requests for Time Extension

Time Impact Analysis. If the Contractor requests an extension of time for the completion of an interim milestone date or Contract completion date, he must furnish justification to the Resident Engineer in the form of a Time Impact Analysis (TIA) for such extension. The Contractor must use the Notice of Potential Change process (see section 3.3.10.B) to formalize the request. The Resident Engineer will determine whether or not the Contractor is entitled to an extension of time under the provisions of the Contract. Submission of a TIA based on revised activity logic, duration, external impacts, and costs are required for approval by the Resident
Engineer of any time extension. The cost of preparing time impact analyses or subsequent schedule revisions shall be borne solely by the Contractor.

7.1.3 Evaluation of Contractor's Progress
The Resident Engineer monitors the Contractor's progress during the term of the Contract. Progress of the work is monitored by tracking planned start dates of activities from the approved baseline Schedule (with approved Progress Schedule updates) and comparing them to the Contractor's actual start dates. Planned starts must be evaluated far enough in advance to assure that the Contractor can mobilize manpower, material, and equipment in time to actually start the work. The Resident Engineer should also be alert to any Caltrain activity that may affect the Contractor's progress, e.g., delivery dates of Caltrain furnished equipment, submittal approvals, and Change Order processing. When evaluating planned start dates, early and late start dates are used to determine the criticality of starting the work. The Contractor's progress with ongoing activities must be gauged by comparing daily progress to the total planned duration. Manpower assigned to an activity should be monitored against the Contractor's manpower projections for the activity.

The Resident Engineer must be alert to the Contractor beginning work out of sequence and to the Contractor not starting an activity without a logical reason or abandoning work activities before they are fully complete.

Differences of opinion between the Resident Engineer and Contractor over schedule performance must be either resolved immediately or reduced to factual points. The Resident Engineer must use only the Contractor's approved Baseline Schedule (with approved Progress Schedule updates) and not measure the Contractor's performance against any other standard. For Lump Sum contracts the progress of work shall be tracked against the cost loaded work activities. Unresolved disputes over factual matters or evidence of delays or potential delays must be brought to the attention of the Program Manager Construction.

7.1.4 Control of the Progress of the Work
If evaluation of the Contractor's performance shows that a reasonable start of a work activity or activities cannot occur on planned dates, the Resident Engineer must formally notify the Contractor. If failure to start an activity, which is not restrained by an incomplete activity, will delay the critical path by 15 calendar days or more, and such delay is within the control of the Contractor, the Resident Engineer must require that the work be started or be rescheduled.

After a work activity has started, the Resident Engineer must continually be aware of progress being made against remaining planned duration for the activity. If it appears that the Contractor will not complete the activity within the planned duration it must be formally brought to the Contractor's attention. Notification must be limited to observations of actual progress vs. planned progress; the Contractor retains the responsibility for remedial measures necessary to achieve the planned finish date.
If the delay to a critical path activity is not within the Contractor's control, it is essential that the cause of the delay be identified, the delay quantified, and a Contract Change issued with all haste.

As progress passes the 50 percent complete mark, the Resident Engineer must scrutinize remaining work activities even more carefully to assure that: (1) the Contractor has included all work activities such as testing, restoration, startup, etc., and (2) has planned realistic durations for all remaining activities. The last several months of construction are often characterized by demobilization of key personnel and the Resident Engineer must react swiftly to manpower and productivity decreases.

7.2 MEASUREMENT AND PAYMENT

7.2.1 Progress Payments
Subject to the provisions of the Contract Documents, monthly progress payments will be made to the Contractor. On a monthly basis the Contractor shall submit a certified Application for Progress Payment (see Exhibit 6 in DF-28 for an example), together with all supporting documentation, to the Resident Engineer. The Contractor's application will be based on:

- the approved cost-loaded Baseline Schedule (for lump sum contracts)
- the contract bid item unit prices (for unit price contracts)
- the Schedule of Values for items paid by lump sum on a unit price contract
- data required to support the payment of a Contract Change Order issued on a Time and Material basis or for payment on Allowance
- the measured progress of the work
- an approved cost loaded schedule if pertinent.
- additional approved breakdown necessary to support JPB funding
- other data requested by the Resident Engineer.

Monthly subcontractor payment and utilization report (if required by the GPs or the SGP's) and an approved progress schedule shall also be submitted by the Contractor with the Application for Progress Payment.

The Resident Engineer will evaluate, determine and verify actual progress accomplished by the Contractor on a periodic (monthly) basis and recommend payment based on criteria given in the contract. This section addresses the activities of the Resident Engineer that lead to paying the Contractor.

The Resident Engineer should review the Measurement and Payment section of the Special Conditions of the Contract Documents to verify the specific terms that apply to his/her contract.

The Resident Engineer is required to determine, within seven (7) days of receipt, whether a Contractor's Application for Payment complies with the Contract Documents. If necessary, the Resident Engineer will return the application to the
Contractor together with a document stating the reasons for rejection. The Contractor is required to correct and resubmit the application.

7.2.2 Measurement and Payment Criteria
The contract Measurement and Payment section could specify the following:
- payment by lump sum
- measurement of quantities
- measurement standards
- measurement by weight
- measurement by volume
- measurement by area
- linear measurement
- field measurement for payment
- payment on allowances
- partial payments for specified materials on hand
- payment for contract bid items

In addition the contract may include payment for:
- the Project Schedule
- mobilization
- owner’s field facilities
- owner’s field facilities – furnishings and equipment
- owner’s field facilities – services and service contracts
- owner’s field facilities – office supplies
- partnering
- hazardous materials site-specific health and safety plan
- temporary construction fencing
- temporary chain link fencing
- traffic control
- demobilization
- other items specific and peculiar to the contract work.

All questions or clarifications regarding determination of the appropriate bid item for work activity, or limits of measurement between separate bid items (e.g., clearing and grubbing, site grading and excavation) are to be brought to the JPB Project Manager for decision.

7.2.3 Administration
A. Payment for Materials on Hand. If the contract specifications provide for partial payment for permanent materials or equipment delivered but not yet incorporated into the work, the Contractor must provide an invoice or purchase order indicating the value of the materials as documentation supporting his Application for Progress Payment. The Resident Engineer may include such materials in the progress payment at their invoice value if they have been delivered to the site and are properly stored and protected. If the materials are stored within the San Francisco Bay Area, they may also be included for payment provided the Contractor furnishes a paid invoice or similar proof of ownership and transfers the ownership to JPB. All
materials paid for by JPB must be covered by insurance. It is the Contractor's responsibility to arrange the insurance. The Resident Engineer must confirm it.

When the permanent materials are incorporated into the work, the appropriate bid items are paid less the amount previously paid for materials on hand.

**B. Payment, "As-Built" Drawings, Operations & Maintenance Manuals.** The contract specifications generally require withholding specified amounts until the Contractor provides certain contract deliverables such as "as-built" drawings, operations and maintenance manuals, and training programs. When an amount is specified, that amount must be identified in the appropriate lump sum breakdown.

If an amount is not specified, the Resident Engineer should consult the JPB Project Manager for guidance. When the amount is established it is identified in the appropriate lump sum breakdown or is added to retainage (for unit price contracts).

**C. Payment for Approved Contract Change Orders.** Contract Change Orders are only added to progress payments after the Resident Engineer has issued an appropriately authorized Approved Contract Change Order.

**7.2.4 Requirements for Payment Documentation**

All progress payments recommended by the Resident Engineer must be prepared in a clear and accurate manner with complete back-up information to substantiate the recommendation. The Progress Payment will be submitted on a template that has been approved by the RE and the PM to insure that the necessary information is provided to the JPB. To provide complete records on the measurement and payment of all contract payment items, Directives have been established (see DF-28 and DF-29).

It is the Resident Engineer's responsibility to keep auditable records of all payments made to the Contractor.

Documentation for payments should be made while the work is in progress and not left for completion at the end of the progress period.

Progress payments may be based on observed progress, but final payment must be based on computed measure. Computation of measure is to be in accordance with the contract documents. All field measurements, pile driving data, dewatering data, records of concrete pours, material records, etc., must be kept up to date in appropriate field records. These records become permanent records and, in many cases, the basis for payment of large sums of money. As such, they will be maintained neatly, accurately, and legibly. No erasures will be permitted. Errors will be crossed out and initialed.

The Contractor is responsible for agreeing to quantities with the Resident Engineer and signing the payment certificate.
A. Unit Price Bid Items. Initially, the Resident Engineer and the Contractor agree before work starts how each bid item will be measured, within the parameters of the contract. Generally, unit price items are computed theoretically from the contract drawings and specified pay limits (neat-line calculations). The calculations must be completed as early in the contract period as possible.

Calculations must be prepared in a conventional manner, be based on accurate measurements, and be neatly and legibly presented. All calculations shall be checked. Normally, separate pages should be used for each item calculated.

For standardization in preparing calculations, the following aspects should be considered:

(a) The specific purpose of the calculations must be shown as a title on the top of each page.

(b) Each page must be dated and numbered.

(c) The names of the calculator and the checker must be shown on the summary page.

(d) The source of measurements must be shown.

(e) Sketches should be shown to explain the calculations.

(f) Key results of calculations must be underlined or otherwise emphasized to permit quick recognition.

However, calculations for items such as concrete and embankment are time consuming, and it may be agreed that progress payments will be made based on observed and documented quantities as the job proceeds. When the unit price item is not measured by neat-line calculation, quantity verification sheets are completed by a member of the inspection staff and signed by the Contractor when the work is performed. The quantity verification sheet records measurable quantities of work completed for payment.

However, the calculations for neat-line quantities must be part of the monthly payment backup, as well as support documentation of final quantities.

B. Lump Sum Bid Items. At the preconstruction meeting or within seven (7) days after the effective date of the Limited Notice to Proceed, and in any event prior to the Contractor’s first application for progress payment, the Contractor shall (per GP9.2) submit to the Resident Engineer a detailed Schedule of Values for all contract bid items to be paid by lump sum in accordance with the Schedule of Bid Prices as submitted by the Contractor as part of his bid. The schedule shall show fixed definable and measurable quantities where possible and unit prices therefore as developed and assigned by the Contractor to the different features of the work and
major subdivisions thereof. Each item on the schedule must bear its proportionate share of overhead, profit, and all other expenses involved.

Upon approval by the Resident Engineer, the Schedule of Values will form the basis for determining the compensation payable to the Contractor based on actual progress of the work, in accordance with the approved progress schedule, with respect to each contract bid item to be paid by lump sum -line calculations. The calculations must be completed as early in the contract period as possible.

The Resident Engineer must determine on a monthly basis that the portion of the lump sum requested for payment is representative of the work performed. The lump sum breakdown must include all elements of work and cannot be weighted such that one portion of the work presents an unrealistic portion of the value of the item. As a general rule, if the percentage of the work is not an identifiable portion of the item. The method of identifying, or quantifying, the work performed should consider the duration of the work. If an element of work in a lump sum item will be completed over one or two weeks, it is practical to measure the element as a single unit. If an element of work will be performed over six months, a finite method to subdivide the work must be agreed upon with the Contractor.

Documentation for monthly payments on lump sum items should be quantity verification sheets indicating the elements of work completed.

Lump sum contracts are treated the same way. Payment will be through a cost-loaded schedule. The schedule of activities will be agreed to by the Resident Engineer, JPB Project Manager and the Contractor in accordance with the contract documents GP9.4 Progress Payments and SP01310 SCHEDULES.

C. Time and Material Payments. Please refer to the contract documents for the methods to be employed for the collection of data and the payment for work performed on a time and materials basis.

7.2.5 Deductions
The Resident Engineer may deduct the following from a progress payment:
- 100% of amount claimed under any stop notice or other lien filed against the Contractor plus reasonable cost of any associated litigation
- any liquidated damages or assessments (for example for rail service interruption) that have accrued as of the date of the application for payment
  - any expenditure by the Owner performing work required by the Contract that the Contractor has failed to perform
  - any other sums the Owner is entitled to recover from the Contractor under the terms of the Contract including damage to owner property.
  - any damages and penalty assessments resulting from Contractor’s failure to perform according to the terms of the Contract.

7.2.6 Retentions
The Contract specifies a percentage/escrow of earnings to be withheld from each progress payment. This retention/escrow is held to protect JPB’s interests for
uncompleted work. The specified percentage (10%) is withheld from all earnings, including Change Orders, until certain conditions are met, as specified in the contract documents. This retention/escrow may be reduced below 10 percent once the Contract has reached 50% completion, upon recommendation of the Resident Engineer and approval by the JPB Project Manager. See also Directive DF-27.

In reviewing the amount of retention/escrow that must be held to protect JPB, the Resident Engineer must consider:
- the value of the work remaining to be performed including demobilization
- Punch List items
- back-charges and potential credits due JPB
- outstanding labor compliance issues
- liability under the Safety Incentive/Disincentive Program
- potential claims
- any potential risks
- any other work or items deemed necessary by the Resident Engineer and/or JPB Project Manager.

Retention/escrow should not at any time fall below five percent of the total Contract Amount (Base Contract plus Approved Change Orders plus cost trends associated with pending Change Notices) without first obtaining specific authority from JPB's Project Manager to release funds that would produce a retention/escrow of an amount lower than five percent.

For federally funded projects, the Resident Engineer must be cognizant that federal regulations require a Prime Contractor to release the full amount of a subcontractor’s retention within 30 days after the subcontractor has satisfactorily completed its subcontract. The Resident Engineer shall carefully evaluate the 50 percent completion milestone and appropriately release retention to the Contractor as an incremental acceptance of the contract so that the Contractor can meet its obligations to its subcontractors.

The Safety Incentive/Disincentive Program (if included in the contract) specifies a value that may be earned by the Contractor if the specified lost-time incidence rate is achieved. An equal amount may be lost if the Contractor falls short of the target rate. The Resident Engineer must monitor the incidence rate monthly to make sure there is adequate retention when the Contractor's cumulative incidence rate indicates a liability under the Safety Incentive/Disincentive Program. A preliminary accounting for the Safety Program incentive or disincentive may be done upon Notice of Substantial Completion; however the final accounting will be calculated only upon Final Completion of the project.

In addition, per SP01310 SCHEDULES, an amount as prudently determined by the Resident Engineer, may be retained from the estimated value of the work performed during each progress pay period in which the Contractor fails to submit an acceptable Baseline or Progress Schedule. This amount may be up to 25% of the estimated value and will be in addition to any other retention. Schedule retentions will be released for payment with the next progress payment following the date that an acceptable schedule has been submitted to the Resident Engineer.
7.2.7 Liquidated Damages and Rail Service Interruption Assessments

Liquidated damages (per GP8.4) are specified as an amount per calendar day to be paid to JPB by the Contractor if the Contractor fails to complete the work, or a specified milestone of the work, within the specified time. The Contractor's current progress relative to the approved schedule forms the basis for determining potential liquidated damages. Only agreed time extensions are to be considered for offsetting delays. If at any time the Contractor falls more than 15 days behind the approved schedule for completion, the Resident Engineer must consult with the Program Manager Construction Management regarding liquidated damages withholdings.

Unauthorized delays to train operations caused by the Contractor's construction operations, are subject to the assessment of damages (see GP8.5). An unauthorized delay occurs when the Contractor's work is not completed within a specified work window, or the Contractor’s work does not meet the requirements of the Contract with respect to returning tracks to service, or the Contractor’s unauthorized actions impact train operations. If revenue passenger trains encounter a delay to their scheduled operations due to such unauthorized delays, then the Contractor will be subject to damage assessments as indicated in the Contract Documents.

The JPB Project Manager is to be notified and should be in agreement, before implementing any liquidated damages or rail service interruption assessments.

7.2.8 Processing Payments

The Contractor will prepare a progress payment for each pay period. The progress payment will be submitted in a format that has been agreed to by the RE and the PM with input from Project Controls. The Progress Payment will include work completed for payment through the last day of each pay period is submitted in draft form to the Resident Engineer. Payment for Change Orders which have not been fully executed will not be accepted. The Resident Engineer reviews the Progress Payment, based on the different types of contract as listed below, to determine if the variances are acceptable and reasonable. The Resident Engineer should anticipate the Contractor's request for payment and complete as much of the documentation as possible before the end of the pay period. The Resident Engineer should ensure that certified payrolls are submitted on a weekly basis through LCPtracker™, a web-based system at www.lcptracker.com. In the event that there has been no work performed during a given week, a Statement of Non-Performance shall be submitted.

The Resident Engineer is responsible for the correctness and accuracy of the monthly pay estimate submitted as recommended for payment. Mathematical errors will unnecessarily delay the Contractor's payment.

1) Unit price/Unit Price contracts – The Contractor will submit a Progress Payment in the agreed format requesting payment for quantities installed or percentages completed during the month of the Progress Payment. The RE will review all bid items to determine if the requested quantities or percentages complete are accurate and can be substantiated by the Contractor. If there is a disagreement with the requested quantities or percentages complete for any bid items the RE will return the
Progress Payment with comments and the Contractor will adjust the Progress Payment or substantiate the items in disagreement. When all items have been agreed to by both The Contractor and the RE the Contractor will submit a properly formatted and signed Progress Payment to the RE. The RE will then sign the Progress Payment after reviewing the revised Progress Payment and making sure the bid items are to their satisfaction.

2) Lump sum contracts based on a Cost Loaded Schedule - The Contractor will submit a cost loaded schedule in the agreed format requesting payment for schedule items as agreed to in the baseline schedule. The RE will review all schedule items to determine if the requested percentages complete are accurate and can be substantiated by the Contractor. If there is a disagreement with the requested percentage complete of any schedule item the RE will return the cost loaded schedule with comments and the Contractor will adjust the schedule or substantiate the items in disagreement. Once the RE has agreed to the requested percent complete for each schedule item the schedule will be submitted to the JPB project scheduler for review. The JPB project scheduler will review the schedule logic and will either accept or reject the cost loaded schedule. If the schedule is rejected the JPB project scheduler will return the schedule to the Contractor with comments and the Contractor will make the requested changes to the schedule. The Contractor will resubmit the cost loaded schedule to the JPB project scheduler with the requested changes. When the JPB project scheduler has accepted the cost loaded schedule the schedule will be return to the Contractor as accepted. The RE and the Project Manager will have the final determination as to whether the schedule is acceptable either in part or whole for payment. The Contractor will then submit the Progress Payment with in the approved format. The RE will then sign the Progress Payment after reviewing the revised cost loaded schedule and ensuring that the Progress Payment has been submitted in the proper format and making sure all items are to their satisfaction.

The Contractor will also attach a summary sheet that has been agreed to by the RE and the PM with input from Project Controls. The summary will include:

- Contract name
- Contract number
- Progress Payment number
- Progress Payment date range
- Original Contract amount
- Executed Change Order amount
- Current Contract amount
- Current Percentage Complete
- NTP date
- The Authorized Contract Days, as units listed in the Contract specs
- Contractual Completion
- Forecasted Completion
- * Base Contract Costs
- * Executed Change Order Costs
- * Total Construction Costs
- * Deductions
- * Retention/Escrow withheld Costs
- * Retention/Escrow Costs released
- * Costs Paid to Date

* Costs will show “Cumulative Costs”, “Previous Period Costs” and “Current Period Costs”.

After the Progress Payment has signed by the Contractor and the RE it will be sent to the Project Controls lead in charge of processing the Progress Payment. The Project Controls lead will review the Progress Payment and will process the payment attaching the necessary forms needed for Finance to process the payments.

7.3 FORECASTS
In order to be aware of the probable final costs of each contract, the JPB Project Controls department, based on information provided by the Resident Engineer and JPB Project Manager, will prepare a Cost Forecast Report each month. The invoice, Progress Payment Application with Forecast section attached, will be used for this purpose. The Resident Engineer will identify and provide cost for pending and anticipated Change Orders. The Resident Engineer will use his best judgment to establish costs for probable additional work not covered in bid pay items or approved Change Orders.

7.4 COMMUNICATIONS AND CORRESPONDENCE
All pertinent information of importance to the administration of the contract must be substantiated by permanent records, such as correspondence and written notes. All pertinent information must be documented in accordance with Section 11 of this manual and JPB’s Document Control Procedures Manual. It is essential to summarize important non-written communications with notes covering meetings, telephone calls and discussion, giving the date, location, parties involved, and important aspects discussed.

All correspondence with the Contractor will be signed by the Resident Engineer. All critical correspondence should be discussed with and approved by the JPB Project Manager. Directive DF-09 prescribes methods for handling correspondence and contains exhibits of sample letters, and logs for outgoing and incoming correspondence.

Outgoing correspondence should observe the following general principles:

(a) The letter must be addressed to the proper party (generally the designated Contractor's representative) with designated number of copies.

(b) The distribution of copies should be indicated.

(c) The subject includes the contract number, grant number (for FTA-funded projects), contract identification, name of Contractor (except when letters are addressed to Contractor), subject description, file number, and serial number.
(d) Each letter should be limited to one subject. In replying to a letter with more than one subject, a separate letter normally should be prepared for each subject.

(e) Answer all points raised by an incoming letter, preferably in the order in which they appear.

(f) If the authorized signatory is temporarily absent, his designee will sign his own name and insert the word "for" in front of the signatory's name.

(g) Designee will keep a log of all outgoing correspondence.

Incoming correspondence should follow these general principles:

(a) Request the Contractor to serialize and submit the original of all correspondence. The original will be used for routing, preparation, and answers.

(b) A designated person will open all incoming mail (except mail marked personal or confidential), date stamp, log in, make copies, assign file nomenclature, attach routing slip with appropriate response time required, and deliver to the appropriate person for handling.

(c) The first addressee will designate any necessary action or information routing.

(d) Each person on the routing slip will promptly process the letter and deliver it to the next person.

(e) A designated person will be responsible for following up to ensure prompt replies and release to permanent files.

For routing transmittal information between parties, pre-printed or form letters should be used. When explanatory comments are necessary, regular letters should be used.

The Resident Engineer should keep complete and carefully indexed files of all correspondence, records and notes to permit easy reference during the project and to explain the activities of the project.

When the project is complete, the files will be reviewed by the Resident Engineer for accurate grouping and elimination of non-essential information. The Resident Engineer will review the files before destroying any records. The files will then be made a permanent record.
SECTION 8 – CONTRACT CHANGES

8.1 GENERAL
A change is any alteration in the Contract Documents; the method or manner of performance of the Work; furnishing of equipment, materials, or services; site conditions or availability; the Contract period of performance.

This section outlines the steps involved in managing, processing, tracking, and resolving changes to the construction contract.

8.2 CHANGE ORDER PROCESS

Contract change orders could be initiated in a number of different ways, namely:
- JPB initiated changes or Ordered Changes
- Contractor initiated changes using a Request for Change
- Contractor initiated Cost Reduction Proposal
- Field Instructions (FIs) (FIs do not always constitute a Contract change.)

Each of these steps requires the active participation of the Resident Engineer. Directive DF-23 describes the process steps and provides sample forms to be used.

8.2.1 Owner-Initiated Changes

Ordered Change » Change Notice » Change Order

8.2.2 Contractor-Initiated Changes

Request for Change (RFC) » Evaluate Merit

If Change has Merit:  Change Notice » Change Order

If Change has no Merit:  Reject RFC

8.3 CHANGE REQUESTS AND REQUESTS FOR CHANGE

8.3.1 Change Request (CR)
Where a change is initiated internally by JPB, a Change Request document must be prepared by the change initiator (most often the JPB Project Manager). The Change Request (CR) document is internal to JPB and does not involve or go to the Contractor. The Change Request document includes the following:
- Change Request Number
- Scope
- Justification
All Change Requests must be submitted to the JPB Project Manager who will notify the Resident Engineer of the CR. Figure 8-1 shows a Change Request Process flow chart.

- The Resident Engineer adds the CR to a log established specifically for tracking Change Requests.
- The JPB Project Manager performs an initial evaluation of the Change Request and either rejects the request or continues its processing.
- The JPB Project Manager consults with the Resident Engineer to assess the potential impacts of the requested change on the project cost and schedule.
- The Resident Engineer is advised by the JPB Project Manager on the resolution of the CR.
- The Resident Engineer updates the CR log and either pays no further attention to the potential change or prepares a Change Notice for transmittal to the Contractor.
Figure 8-1: Change Request (CR) Process Flowchart

1. Owner initiates Change – Completes CR Form
2. Owner submits CR to Project Manager (PM)
3. PM evaluates CR & notifies Resident Engineer (RE)
4. If PM accepts CR:
   - Is ROM > $10K?
     - Yes: PM submits Project Change Request (PCR) to Change Control Board (CCB)
     - No: Is there a potential for delay to the Project?
       - Yes: PM submits change to JPB Board for approval
         - JPB Board approves change?
           - Yes: No change to contract
           - No: RE updates CR status on CR Log
       - No: RE updates CR status on CR Log
5. If PM does not accept CR:
   - Is there a potential for delay to the Project?
     - Yes: PM submits Project Change Request (PCR) to Change Control Board (CCB)
     - No: Is scope of change significantly different from Contract scope?
       - Yes: RE prepares Change Notice (CN)
       - No: RE updates CR status on CR Log
8.3.2 Request for Change (RFC)

The Contractor may file a written Request for Change (RFC) with the Resident Engineer if the Contractor believes that a change in contract scope has occurred or is required. The written notice must be filed within 10 days of the event or discovery of the circumstances leading to the potential change. The Contractor must provide a Request for Change identifying number, a clear and concise description of the scope of the potential change and the basis upon which the potential change is asserted including reference to the relevant contracts documents section. The notice may or may not include an estimated cost and time impact of the potential change.

The Resident Engineer is required to review the Request for Change within 14 days of receipt. If the Resident Engineer requires further information, the Contractor shall furnish same within 7 days of the written request from the Resident Engineer. The Resident Engineer must make a determination on the merit of the Request for Change within 15 days of receipt of all requested additional information.

The Resident Engineer, after adding the RFC to a log established specifically for the listing and tracking of Request for Change, must perform the initial evaluation of the RFC and will either reject it, or review the RFC with the JPB Project Manager. In the latter case, the JPB Project Manager will determine if the RFC has merit in which case the Resident Engineer will prepare a Justification Memo and a Change Notice. If the JPB Project Manager determines that the RFC has no merit, then the Resident Engineer will advice the Contractor in writing that the RFC has been rejected. If the Contractor withdraws the RFC then the Resident Engineer will update the RFC log showing a closed status. If the Contractor does not withdraw the RFC, then the Resident Engineer should update the RFC log to show that the RFC may lead to a potential claim. In an attempt to avoid a claim situation, the Resident Engineer’s notice should explain the reasons for rejection of an RFC and the Resident Engineer should discuss the issue with the Contractor’s Project Manager. Figure 8-2 shows a Request for Change Process flowchart.
Figure 8-2: Request for Change (RFC) Process Flowchart

1. Contractor identifies a Potential Change
2. Contractor submits RFC to Resident Engineer (RE)
3. RE evaluates basis for entitlement
4. RE reviews RFC with Project Manager (PM)
   - PM accepts RE’s evaluation?
     - Ye: RE issues a letter to Contractor rejecting the RFC
     - N: RE prepares Change Notice (C.N)
   - N: RE evaluates basis for entitlement
     - Ye: RE prepares Justification Memo
     - N: RE prepares RFC status to CLOSE
6. RE issues a letter to Contractor withdrawing the RFC?
8.3.3 Cost Reduction Proposals
The Contractor may submit Cost Reduction Proposals whenever the Contractor identifies areas or instances in which there can be a savings in cost and/or time to the work. The proposal must be submitted in writing to the Resident Engineer who will, after logging, review the proposal for completeness and satisfaction per the contract requirements. If the proposal is not complete, the Resident Engineer will advise the Contractor that additional information is required. Once the proposal is complete, the Resident Engineer will prepare a Change Request package for forwarding to the JPB Project Manager and thus will act as the initiator of the Change Request. The Change Request will then be processed as described above.

8.3.4 Field Instructions
The Resident Engineer may issue a Field Instruction (FI) to the Contractor that may result in addition, deletion, modification or revision to the work. The Contractor must promptly undertake the work required by the FI. If the Resident Engineer judges that the FI constitutes a change to the contract, then the Resident Engineer, as the initiator, will forward a Change Request to the Project Manager to be processed as described above. The Resident Engineer would advise the Contractor of this action. If the Resident Engineer takes no further action after issuing and confirming the FI (i.e. he/she believes the FI is within the scope of the contract documents), the Contractor may still file a Request for Change if the Contractor believes the FI constituted a change. In this case the process for RFCs described above will apply.

The Field Instruction (which should be numbered and logged by the Resident Engineer) does not commit the JPB to an Approved Change Order, but instructs the Contractor to act, proceeding with a defined scope of work immediately. Because of the nature of the Field Instruction, the scope of work must be defined carefully and a not-to-exceed dollar amount established. The Notice-to-Proceed and the definition of the scope must be confirmed by a letter (with serial number) following the Field Instruction. The letter creates an important record of potential change in the contract and alerts the relevant parties to the possibility of a Request for Change arising from the Field Instruction. Action on a Field Instruction may be tracked in different ways, among them Force Account, depending on the work.

Field Instructions may be required under any of the following conditions:
1) Implementation of an approved Change Request will soon be precluded by the Contractor’s on-going work
2) Implementation of an approved Change Request will soon require extensive rework of Contractor’s on-going work
3) Implementation at the earliest possible time, of the scope of work contained in a Change Notice, will minimize the impact of the change on the overall contract cost and contract time
4) Differing Site Conditions require an immediate resolution and action by the Contractor
5) An Archaeological Discovery has occurred that requires immediate action by the Contractor
6) An external event (beyond the control of Owner and Contractor) has caused a condition that requires the Contractor to take immediate action to maintain the safety and security of the job site and the work, or
7) The Contractor must take immediate action to safeguard the safety and security of train operations, or
8) The Contractor cannot proceed with the work, or a portion thereof, without a change in the contract documents."

8.3.5 Justification/Finding of Fact Memo
Every change order being submitted for approval must be accompanied by a Justification Memo/Finding of Fact that clearly shows the scope of the change, the reasons the change must be made, and the reason for why it is a change to the contract.

The Resident Engineer directs preparation of the Finding of Fact, which provides the approving authority with all pertinent information about the change since it was initiated. The Finding of Fact contains the data the Resident Engineer believes are relevant to the change including construction methods, the Contractor’s planned use of manpower and equipment, actual site conditions, and status of the work. The Finding of Fact may include or draw on the description of change prepared by the originator of the Change Notice. It must be signed by the Project Manager. (See Directive DF-23)

8.3.6 Change Control Board
Changes that are estimated to be greater than or equal to $100,000 require approval from the Change Control Board. If the Engineer’s Estimate for the proposed change exceeds $100,000 or the contract time is estimated to be increased, the Resident Engineer will forward the estimate and time impact analysis to the JPB Project Manager who will initiate review by the Change Control Board. If the Change Control Board approves the proposed change or the Engineers Estimate is less than $100,000 and no time increase is estimated for the contract, then the Resident Engineer can retain the cost and time impact information for use in comparison to the Contractor’s proposal. If the Change Control Board rejects the proposed change then the JPB Project Manager notifies the Resident Engineer who in turn will notify the Contractor that the CN is withdrawn and update the CN log.

8.4 CHANGE NOTICE (CN)
A Change Notice (CN) is a document issued to the Contractor by the Resident Engineer requesting a cost and time proposal for a specified change in the work and/or change in the contract documents. The Resident Engineer will add the numbered CN to a log established specifically for the listing and tracking of Change Notices. A Change Notice does not authorize the Contractor to perform the work described in the notice. A Change Notice will include a unique identifying number, a title, a detailed scope of work to be performed by the Contractor in connection with the proposed change, and additional or modified drawings and technical specifications as required. The Contractor is required to respond to a Change Notice within 21 days of receipt but may request an extension of time to prepare his proposal if such can be justified in writing to the Resident Engineer. The Contractor's
proposal must contain a detailed description of how the proposed change would be accomplished, what other elements of the project work would be affected, a cost proposal showing what the increase or decrease in contract cost would be (with back-up detailed cost justification for such increase or decrease), and a time impact analysis to show what the increase or decrease in contract time would be (with back up detailed scheduling information for justification).

Figures 8-3 and 8-4 are the flow charts for processing Change Notices.
Figure 8-3: Change Notice (CN) Process Flowchart - 1

RE issues CN (with an assigned CN No.) to Contractor

RE prepares Engineer’s Estimate (EE) & Time Impact Analysis (TIA)

EE > $100k? Yes

Is there a potential for delay to the project? No

Change previously approved by CCB? Yes

PM submits Project Change Request (PCR) to Change Control Board (CCB) No

CCB approves PCR? Yes

RE withholds CN

RE updates CN status on CN Log

RE reviews Contractor’s Cost Proposal

Contractor submits Cost Proposal & TIA for CN

Contractor prepares Cost Proposal & TIA for CN

Change Notice Process Part II
Figure 8-4: Change Notice (CN) Process Flowchart - 2

RE reviews Contractor's Cost Proposal

RE prepares Position Paper (PP)

PM submits Change to JPB Board for approval

Yes

JPB Board approves Change?

Yes

RE withdraws CN

No

No

Contract total exceed max authority?

RE negotiates with Contractor

RE prepares Record of Negotiations (RON)

RE prepares Change Order*

RE prepares Change Order

RE updates CN & CO Log

* Could be protested by Contractor

RE & Contractor reach a settlement?
8.5  ENGINEER’S COST ESTIMATE AND TIME IMPACT ANALYSIS

8.5.1 Cost Estimate
All changes to the contract require an engineer's estimate of the value of the changed work.

For changes within the Resident Engineer's authority, the Resident Engineer may analyze the Contractor's proposal. If the Resident Engineer uses the Contractor's proposal as the estimate, all cost elements must be adequately identified in the proposal, and the Resident Engineer is responsible for ascertaining their accuracy and reasonableness. Special emphasis should be given to assuring that the full scope of work has been addressed and that decreases or deletions of work have been included. The Contractor's proposal is marked up and signed by the Resident Engineer as "Resident Engineer's Estimate and Cost Analysis."

For changes beyond the Resident Engineer's authority, the Resident Engineer is responsible for requesting the formal estimates for cost and time from the estimator assigned to support the particular project. All estimate requests must provide a scope of work and sufficient pertinent Full price analysis including all detailed back-up information so that the estimate corresponds to the change work. The Resident Engineer is responsible for making sure that both the Contractor and the estimator assigned to prepare the engineer's estimate have the same understanding of the scope. The estimate must be requested as soon as the CN is issued to the Contractor. The engineer's estimate should be prepared independent of and ahead of the Contractor's proposal. See Table 9-2 for dollar thresholds and corresponding details of engineer's estimate required.

8.5.2 Time Impact Analysis
Changes to the contract that involve time extensions may affect the critical path work activities and thereby delay milestone or contract completion. The Resident Engineer is responsible for taking all of the actions necessary to minimize the impact of changed work on the schedule. The actual impact of changed work on the critical path must also be analyzed by the Program Manager Construction Management.

Changes involving modification of the design or specifications (design changes) are normally prepared by JPB Engineering or a designated GEC. Field changes may be prepared by the Resident Engineer with assistance from JPB Engineering. These may be at the request of the Contractor, and may involve a change in specified construction methods or changes to improve constructability.

8.6 REVIEW AND EVALUATION OF CONTRACTOR’S PROPOSAL
Review and evaluation of the Contractor's proposal shall be performed by personnel having specialized knowledge, skills and experience regarding the scope of the proposed contract change. An evaluation that does not address individual elements of cost (i.e., labor categories, labor hours, material, other direct costs, etc.) but merely states that the proposal is acceptable is not considered adequate.
All change order documentation whereby the Resident Engineer makes a
determination that the Contractor's proposed price or cost is fair and reasonable
must include a separate determination that 1) the Contractor cost proposal is
responsive to the Change Notice for contract change proposal and 2) the individual
elements of the cost proposal are necessary and appropriate to satisfy JPB's
requirements. This determination shall be presented in the form of a memorandum
"Technical Evaluation Memorandum" and will form the basis for subsequently
performing cost or price analysis as necessary.

For all change orders with price reasonableness determinations of $10,000 and
above, a technical evaluation memorandum must be developed and made available
to the individuals responsible for price or cost analysis. For change orders under
$100,000, a short form Technical Evaluation Memorandum may be used (See DF-
23, Exhibit 13 for a sample Form) Technical Evaluation Memorandum for change
orders over $100,000 will generally follow the same format as the Short Form and
will contain at a minimum all the information required on the Short Form but in a
more elaborate nature.

8.6.1 Cost Analysis
Cost analysis is a more detailed review of the Contractor's proposal than a price
analysis. It involves an in-depth look at the Contractor's cost and pricing data and of
the judgmental factors applied in projecting from the data to the estimated costs. The
objective of cost analysis is to form an opinion as to the degree to which the
proposed costs represent what the performance of the change order should cost,
assuming reasonable economy and efficiency. In conducting a cost analysis, it is not
enough simply to examine a Contractor's proposed figures on the number of hours
his staff will work, the amounts and cost of materials, and the rates of labor and
overhead from accounting records. It involves:

1. The verification of cost data;

2. The review of cost or pricing data to determine whether any cost or pricing
data necessary to make the Contractor's proposal accurate, complete, and
current have not been either submitted or identified in writing by the
Contractor and if there are such data, attempt to obtain them and negotiate,
using them or making satisfactory allowance for the incomplete data;

3. The verification that the cost submissions are in accordance with the
specific change order requirements such as the cost principles and
procedures consistent with current JPB policy.

4. The evaluation of specific cost elements;

5. The evaluation of the effect of current practices on future costs to ensure
that the effects of inefficient or uneconomical past practices are not projected
into the future;

6. The projection of the cost data to determine its effect on prices; and
(7) The evaluation of the basis and appropriateness for allocating overhead cost.

Cost analysis shall address the cost and profit or fee objectives (where applicable) and any resulting issues to be negotiated. For all change orders with price reasonableness determinations over $500,000, a separate cost analysis memorandum shall be developed and made available to the individuals responsible for establishing the pre-negotiation objectives. For change orders under $500,000, a short form Cost Analysis and Pre-negotiation Memorandum may be used (See DF-23, Exhibit 14, for a sample Form). Cost analysis memorandum for change orders over $500,000 will generally follow the same format as the Short Form and will contain at a minimum all the information required on the Short Form but of a more elaborate nature.

The Resident Engineer shall perform and document adequate price, cost or profit analysis in all change orders before going into negotiations with the Contractor. The extent of analysis will depend on the complexity and size of the change order. Cost or price analysis should address (1) the pertinent issues to be negotiated, (2) the cost objective, and (3) a profit or fee objective.

8.7 PRE-NEGOTIATION PLAN

Once the Resident Engineer (with assistance from the JPB Project Manager, the Program Manager Construction, and other JPB staff and consultants) has reviewed and evaluated the Contractor's proposal, he/she will be responsible for preparing a Pre-Negotiation Position (PNP) paper. This paper must contain an estimate (or estimate range) of the equitable and likely to be agreed (with the Contractor) cost and time impact of the change. This paper is submitted to the JPB Project Manager who will forward for JPB Board action if the contract cost, when adjusted for the costs in the PNP paper, will exceed the maximum contract authority. If the JPB Board rejects the change, then the Resident Engineer will notify the Contractor that the CN is withdrawn. If the change does not exceed the contract maximum authority, or if the JPB Board approves the change, then the Resident Engineer will be authorized to undertake negotiations with the Contractor. Figure 9-4 shows this and subsequent parts of the Change Notice process.

The process of determining the pre-negotiation position is necessary for JPB to judge the overall reasonableness of proposed prices and to negotiate a fair and reasonable price or cost and fee. The Resident Engineer must establish a written pre-negotiation position and obtain the approval of the appropriate level of authority before negotiation of any pricing action. In setting the pre-negotiation position, the Resident Engineer must analyze the Contractor's proposal, taking into account any audit reports; technical analysis; price or cost analysis; and other pertinent data such as price histories. This process may include fact-finding sessions with the Contractor when the Resident Engineer deems it appropriate. The scope and depth of the analysis supporting the position should be directly related to the dollar value, importance, and complexity of the pricing action.

The pre-negotiation position should reflect three pricing positions: minimum, objective/target and maximum.
(1) The minimum price position should be the starting point in price negotiations and should never represent a price that cannot be supported by reasoned analysis.

(2) The objective or target price position should be the most reasonable and should represent the price JPB would accept.

(3) The maximum price position should be the highest price position that JPB can reasonably be expected to accept, given the information available at the start of price negotiations. This maximum price position may change during price negotiations if additional information is presented by the Contractor that changes JPB's price objective.

For all change orders with price reasonableness determinations over $500,000, a separate pre-negotiation position memorandum must be developed by the Resident Engineer and made available to the individuals responsible for conducting the negotiation with the Contractor. For change orders under $500,000, a short form Cost Analysis and Pre-Negotiation Memorandum may be used (See DF-23, Exhibit 14, for a sample Form). Cost analysis memorandum for change orders over $500,000 will generally follow the same format as the Short Form and will contain at a minimum all the information required on the Short Form but of a more elaborate nature.

8.8 NEGOTIATIONS

Depending upon the nature and extent of the change covered by the Change Notice, the negotiation will be lead by the Resident Engineer. For a complex or large change, the Resident Engineer may be supported by the Project Manager, Program Manager Construction and other JPB staff members and consultants (Construction Scheduler and Estimator) as appropriate.

The general practice with respect to negotiated price is as follows:

(a) Contract for change orders at negotiated prices that the RE determines to be fair and reasonable,

(b) Negotiate each price separately and independently.

(c) Price negotiations shall take place only at the appropriate times. That is, only after:

   (i) The technical proposal has been evaluated and discussed completely;

   (ii) Complete, fully documented and supported cost or price proposals have been received from the Contractor and an independent estimate has been completed by the JPB or GEC staff;

   (iii) The cost or price proposal has been compared against the technical proposal for consistency with the defined scope of work,
necessity, and appropriateness of the individual elements of the proposed cost or price;

(iv) The cost or price proposal has been analyzed using Contractor furnished cost or price data if applicable and the JPB's/GEC's cost or price estimate;

(v) All issues of fact have been resolved and the assumptions and judgments made by the Contractor in developing the price or cost proposal have been clearly stated; and

(vi) Pre-negotiation objectives were developed and reviewed as necessary.

(d) The negotiated price shall be summarized in a price negotiation memorandum. This summarization shall be adequate to support a rapid reconstruction of all major considerations of the particular pricing effort. It must demonstrate how the pricing effort proceeded from engineer's estimate and Contractor price proposal, to pre-negotiation objectives, to agreed-upon price. It must also indicate the extent to which Contractor submitted price or cost data were not considered or, although considered, were not relied upon in reaching agreement on price.

The determination that a negotiated price is fair and reasonable shall be based upon some form of written analysis, either on the basis of price, cost and profit, or some combination of both price and cost, made prior to making any agreement to revise or modify the contract involving compensation.

Where the negotiated price cannot be supported with a determination that the negotiated price is 'fair and reasonable' then it shall be determined as 'best obtainable' and approval from the appropriate person one level above the Delegated Authority for Monetary Approval of the Change Order amount shall be obtained and included in the contract file.

Subcontract costs and pricing arrangements are significant elements to be considered during price negotiations with the prime, and in arriving at a determination that the negotiated price is fair and reasonable.

Basic responsibility for selecting subcontractors and managing subcontractor performance the proposed subcontractor pricing is 'fair and reasonable' is the responsibility of the Contractor. Such determinations shall reasonably conform to the general practices for prime contractor pricing determinations.

At the conclusion of each negotiation for change orders of $100,000 and above, the Resident Engineer shall promptly prepare a Price Negotiation Memorandum (See DF-23, Exhibit 15 for a sample form) of the principal elements of the price negotiation. This memorandum shall be included in the contract file and the change order binder and shall contain the following minimum information:
(1) The purpose of the negotiation.

(2) A description of the Contract and contract change.

(3) The name, position, and organization of each person representing the Contractor and JPB in the negotiation.

(4) The extent to which the negotiation team:

(a) Relied on the cost or pricing data submitted and used by them in negotiating the price; and

(b) Recognized as inaccurate, incomplete, or non-current any cost or pricing data submitted; the action taken by the negotiation team and the Contractor as a result; and the effect of the defective data on the price negotiated.

(5) A summary of the Contractor's proposal. Based on the cost analysis, the summary shall address the amount of each major cost element:

(a) Proposed by the Contractor,

(b) Recommended by other pricing assistance reports (if any),

(c) Contained in JPB's negotiation objective, and

(d) Considered negotiated as a part of the price.

(6) The most significant facts or considerations controlling the establishment of the pre-negotiation price objective and the negotiated price including an explanation of any significant differences between the two positions.

(7) The basis for determining the profit or fee pre-negotiation objective and the profit or fee negotiated.

(8) Each negotiation memorandum shall be prepared and signed by the Resident Engineer.

For change orders under $100,000, a short form Cost Analysis and Pre-negotiation memorandum may be used (See DF-23, Exhibit 14 for a sample Form).

The Resident Engineer will negotiate all changes. The JPB Project Manager or his delegates may decide to participate in negotiations outside the Resident Engineer’s authority. In unusual circumstances, the Resident Engineer may request that the Engineer assist him in those within his authority.
Negotiation with the Contractor's representative should focus on areas of apparent disagreement based on the pre-negotiation position. As nearly all the negotiations within the Resident Engineer's authority involve only direct costs, agreement can generally be reached once both parties concur on the scope of the work and its effect on the existing work. Negotiations should be based on item-by-item discussions even if the total cost of the Contractor's proposal is less than the Engineer's Estimate. It is the Resident Engineer's responsibility to assure that an agreement equitable to both parties is reached.

8.9 RECORD OF NEGOTIATIONS (RON)
The negotiations are to be documented in a summary Record of Negotiation, which contains an accurate account of adjustments and agreements made. The Summary Record of Negotiation, with the date and place of negotiations indicated, is signed by the Resident Engineer and the Contractor. If the summary Record of Negotiation contains information which the Resident Engineer considers proprietary to JPB's position, or contains details which the Contractor could use against JPB once the change order is prepared, the JPB Project Manager may decide it is in JPB's best interest that the Contractor not sign the Summary Record of Negotiation. In such a case, a Change Order should be prepared immediately following the negotiations for the Contractor to sign.

8.10 CHANGE ORDER

8.10.1 Contract Change Order
Any changes to the contract must be set forth in a written Approved Contract Change Order. The Approved Contract Change Order must specify the work to be done in connection with the change to be made; the amount, if any, of the adjustment of the contract price and the basis for compensation; and the extent, if any, of the adjustment in the contract time.

8.10.2 Approved Contract Change Order
A Contract Change Order will not be effective unless signed by an appropriately authorized representative of the JPB. Once so signed, the Contract Change Order becomes an Approved Contract Change Order, will be transmitted by the Resident Engineer to the Contractor, and when received by the Contractor will require the Contractor to proceed with the ordered work.

Table 8-1 shows the current authorization limits for construction contract change orders for various members of the JPB organization.
Table 8-1: Change Order Authorization Limits

<table>
<thead>
<tr>
<th>Position</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Engineer (or Project Manager)</td>
<td>Not to exceed $10,000</td>
</tr>
<tr>
<td>Program Manager, Construction Services (or Deputy Director, JPB Capital Program Delivery)</td>
<td>Not to exceed $25,000</td>
</tr>
<tr>
<td>Director Engineering &amp; Construction</td>
<td>Not to exceed $50,000</td>
</tr>
<tr>
<td>Director, Contracts &amp; Procurement</td>
<td>Not to exceed $100,000</td>
</tr>
<tr>
<td>Deputy CEO</td>
<td>Not to exceed $200,000</td>
</tr>
<tr>
<td>General Manager/CEO</td>
<td>Changes greater than $200,000 not to exceed 10% of the Contract Amount*</td>
</tr>
</tbody>
</table>

*Note: Any change order that will make the total construction contract amount exceed 110% of the construction contract price authorized by the JPB Board will require JPB Board approval.

8.10.3 Executed Contract Change Order

An Approved Change Order signed by both parties is termed an Executed Contract Change Order. By signing the Approved Change Order the Contractor has agreed to its terms and waives any further rights associated with the change.

The change order package is required to document the process and to gain approval of the change order from the appropriately authorized JPB individual. The change order package should contain the following items: See Table 8-2 for dollar thresholds and corresponding details of Contractor's proposal and cost support data required.

- Executive Summary (if ≥ $100,000)
- JPB Board Resolution (if JPB Board Action is required)
- Contract Change Order and Signature Sheet
- Financial Summary (from related logs, billings, invoices)
- Change Request (if applicable)
- Notice of Potential Change (if applicable)
- Justification Memo/Finding of Fact*
- Change Notice*
- Summary of DBE Participation
- Engineer’s Estimate / Independent Cost Estimate (ICE)*
- Time Impact Analysis
- Contractor’s Proposal*
- Pre-Negotiation Position*
- Record of Negotiation
- Pertinent Correspondence*

[* All items marked with an asterisk were part of the Change Notice negotiation package.]
[Note the transition from Change Notice to Change order at this point]
For federally funded contracts, if the change to the work involves an additional subcontractor not already doing work for the prime, or includes providing or fabrication of material and equipment not previously covered under a current 'Buy America' certificate, then the Resident Engineer must obtain a 'Buy America' certificate and a 'No Collusion' Declaration from the subcontractor(s) as appropriate prior to processing the Change Order.

Once approved and signed, the now Approved Contract Change Order will be issued to the Contractor by the Resident Engineer.

If the negotiations with the Contractor reached agreement on the cost and time impact of the change, the Contractor would be expected to sign the Approved Contract Change Order making it an Executed Contract Change Order.

### 8.10.4 Policies Governing Contract Change Orders

1) Cumulative total of contract change orders cannot exceed the 10% of the contract amount as defined in paragraph G.2 of the agency’s Procurement Policy without prior Board approval. All change orders that exceed contract authority must receive prior Board authorization.

2) All contract change order amounts are inclusive of supplemental change orders, the cumulative value of which shall not exceed 10% of the contract amount.

3) The Program Manager Construction, the Deputy Director Capital Program Delivery, and the JPB Project Manager will make a written proposal as to the change order approval threshold for each level of responsibility on a contract-by-contract basis. The proposal will take into account the size of the contract, the type of work to be performed, and the expertise of key individuals. The proposal must be approved by the Director, E&C. The approved proposal will be forwarded to C&P and the approval threshold of the RE communicated to the Contractor in the official Notice-to-Proceed letter.

### 8.11 Change Order Log

It is the Resident Engineer’s responsibility to log and track all documentation of the various steps of the change process and to expedite the process to the extent possible. This must be done for every change so that the origin, status, and disposition (including for the potential for a claim from the Contractor) of every potential change is known and fully documented. Although changes may be initiated by JPB, other agencies through JPB, or the Contractor, the Resident Engineer begins the process shown in Figures 9-1 through 9-4 and follows it to completion. The Resident Engineer is responsible for administration and for the constructability review of all changes.
Table 8-2
Price Reasonableness Documentation For Construction, Systemwide and Procurement
Contract Change Orders

<table>
<thead>
<tr>
<th>Signing Authority</th>
<th>Resident Engineer /Project Manager</th>
<th>Deputy Director, Capital Program Delivery</th>
<th>Director of Engineering and Construction</th>
<th>Deputy CEO (Operations, Engineering &amp; Construction)</th>
<th>GM/CEO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Order Dollar Magnitude</td>
<td>Not to Exceed $25,000</td>
<td>Not to Exceed $50,000</td>
<td>Not to Exceed $100,000</td>
<td>Not to Exceed $200,000</td>
<td>Over $ 200,000 or 10% of the Contract Amount ***</td>
</tr>
<tr>
<td>Executive Summary</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>JPB Board Resolution (if JPB Board Action is required)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Contract Change Order and Signature Sheet</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Financial Summary (from related logs, billings, invoices) including Contingency Drawdown</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Justification Memo</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Owner Initiated Change - Change Notice (FCN/DCN) and FI (if applicable)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Contractor Initiated Change - Notice of Potential Change (if applicable) or RFI</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Engineer’s Estimate / Independent Cost Estimate (ICE)</td>
<td>X (2)</td>
<td>X (2)</td>
<td>X (2)</td>
<td>X (2)</td>
<td>X (2)</td>
</tr>
<tr>
<td>Time Impact Analysis</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Contractor’s Proposal with Force Account Details if Applicable</td>
<td>X (1)</td>
<td>X (2)</td>
<td>X (2)</td>
<td>X (2)</td>
<td>X (2)</td>
</tr>
<tr>
<td>Pertinent Documentation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Summary of DBE Participation (if applicable)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Pre-Negotiation Position</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Record of Negotiation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

*** If the total on a project exceed the 10% contingency for contact authority, then any change order amount over the 10% authority will require the approval of the GM/CEO

(1) Estimate with one level of detail includes price for labor, material and equipment categories

(2) Two levels of details includes details of all material items that make up the price in the material category
8.12 Multi-Part Change Orders

Change Orders may be issued in several parts or increments when a change will ultimately involve a substantial sum or time extension, and the cost of the change cannot be negotiated within a reasonable time. The primary reason to issue a modification incrementally is to avoid having the Contractor finance a large change pending its final resolution.

The first parts of a Change Order (Parts 1, 1A, 1B, etc.) provide a complete description of the work to be performed and a method for partial payment. The payment terms are normally preliminary, and subject to adjustment unless portions of the change can be isolated and negotiated separately.

The second part of a Change Order (Part 2) finalizes the adjustment to the contract for the change. Multi-part changes cannot be executed by the Resident Engineer.

8.13 Time and Materials Work

The contract provides for force account or "time and material" type work under certain circumstances. If changed work must be done before the scope of work is fully defined, or if the Contractor is directed to proceed with changed work before the value of the work can be agreed upon, the contract requires the Contractor to maintain accurate actual cost records of the extra work performed. The Resident Engineer is responsible for the satisfactory control of the authorized force account work. Prior to the start of a Force Account item of work, the Resident Engineer shall agree with the Contractor as to the labor force, equipment, and material to be used. This becomes the basis for the Resident Engineer's and Inspector's control of Force Account costs. It is essential in force account work to maintain complete daily records of all labor, material, and equipment used on the job. It is mandatory that the Resident Engineer check the force account records daily and make certain that his and the Contractor's records agree and are complete in every detail. The extended force account sheets received must match the initial ones submitted each day, and be confirmed by the Inspector's Daily Reports. In addition, the Resident Engineer must keep a weekly tally of force account expenditures against the not-to-exceed amount, when the work is being done against a Notice-to-Proceed Change Notice, a contractual allowance, or other specified limit.

The force account basis of measurement and payment is used as a means of compensating a Contractor for changed work only when no other method of payment is mutually acceptable (see Directive DF-29 for details and procedures). If changed work is completed with daily force account records, the basis for cost of the contract adjustment will be in accordance with Article GP9.3 Time and Materials Payment. If an agreement can be reached before work is completed, negotiations are conducted as for any change, with the negotiator using the accumulated actual cost data as part of the analysis.

8.14 Change Orders for Variation in Quantities

For unit price items, as soon as the forecast of actual quantity indicates an overrun or underrun of more than twenty-five percent of the estimated quantity, the Resident Engineer is required to obtain an estimate of the value of the under- or overrun and
follow GP4.3.6 Increased or Decreased Quantities. If the actual quantity can be firmly established, the estimate should be requested in the form of a lump sum increase or decrease for the under- or overrun portion beyond twenty-five percent. If the quantity cannot be finalized, the estimate should be in the form of an increase or decrease in the unit price.

After analysis and negotiation, an agreement is finalized through a Change Order using either a lump sum payment or new unit price for the under- or overrun beyond twenty-five percent depending on the status of the final quantity. If the difference is an overrun, the new price affects only the overage above one hundred twenty-five percent. If the difference is an underrun, the new price affects the whole quantity. A "wrap-up" or Contract Closeout Change Order is prepared at the completion of a contract to address final costs that differ from the contract total. These final bid item costs should not include unexpended amounts from a contractual allowance.

The Closeout Change Order may also include final actual costs of Allowance items but any Allowance costs must be clearly identified as separate amounts from individual Bid Items or Change Order Work. The Contract Closeout Change Order is also required to set the final quantity and cost, even if the quantity has stayed within the 25 percent.

- The Resident Engineer should provide a summary of actual quantities (see DF-36, Exhibit 4) and a certification that the final quantities are correct and agreed to by the Contractor. This certification may be done on form DF-37, Exhibit 4 or by separate letter with the Closeout Change Order. When completing the summary of actual quantities, the Resident Engineer should verify that individual items for quantities paid by unit prices are not duplicated in any lump sum amounts paid for by Change Orders.
SECTION 9 – STOP NOTICES, DISPUTES, & POTENTIAL CLAIMS

9.1 STOP NOTICES

9.2 DISPUTES
JPB intends to foster the idea of claims avoidance by subscribing to the practice of "Partnering." Partnering is a concept by which the Owner and the Contractor approach the job from the very beginning with a team philosophy instead of an adversarial one, as discussed in section 6.2.

Claims shall be resolved through the California Public Contract Code sections 20104-20104.6 as denoted in GP9.9 Public Contract Code Claim Procedure.

9.3 POTENTIAL CLAIMS
The Contractor must provide proper and timely notification of a potential claim as specified in the various articles of the contract, particularly GP4.2 Notice of Potential Claim. The Resident Engineer handles such a potential claim according to Directive DF-37. If the Contractor's initial notice of potential claim does not define the basis of the potential claim, the Resident Engineer must obtain such information as soon as possible.

The Resident Engineer, in consultation with the Program Manager Construction the JPB Project Manager, is responsible for the initial review and analysis of the Contractor's potential claim. The Resident Engineer forwards the Contractor's potential claim with an analysis and recommendation to the JPB Project Manager. The JPB Project Manager may choose to convene a specialized Claims Review Team. Once a determination is obtained, the Resident Engineer will either issue a CO in accordance with procedures, or will formally reject the claim, as required. Claims shall be resolved through the California Public Contract Code sections 20104-20104.6 as denoted in GP9.9 Public Contract Code Claim Procedure.

In either event, potential claims shall be promptly handled in the following time periods:

<table>
<thead>
<tr>
<th>Claim Amount</th>
<th>Response Filed Within Period (days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>under $50,000</td>
<td>45</td>
</tr>
<tr>
<td>$50,000 through $375,000</td>
<td>60</td>
</tr>
<tr>
<td>over $375,000</td>
<td>90</td>
</tr>
</tbody>
</table>
SECTION 10 – QUALITY ASSURANCE, INSPECTION AND TESTING

10.1 INSPECTION
This section describes the monitoring of construction activities by means of inspection, with particular emphasis on acceptable standards, documentation, and addressing basic problem situations.

10.1.1 General
Per GP5.10, the Contractor must assure that the Resident Engineer and his/her authorized representatives, have safe access to the work at all times. All work done and all materials furnished by the Contractor will be subject to the Resident Engineer’s on-site and off-site observation.

A. Planning the Field Inspectors Work. The Resident Engineer will coordinate and direct the activities of all JPB field inspection personnel on the project. The Resident Engineer should use the Contractor’s Three Week Look-Ahead Schedule to plan the activities of field inspectors. This schedule must show all inspections and tests planned to be performed by the Contractor, at whatever location, during the three week period so that JPB inspectors can be appropriately assigned and coordinated.

B. Field Inspector's Daily Report. The keystone of the inspection process is the Inspector's Daily Report (IDR) on which each Inspector records clearly and accurately the work done on the particular day under the contract that is being monitored. Taken together, these sequentially dated IDRs form a concise history of the work and must be prepared in a purely factual manner without exaggeration or omission. Questions about the timing and extent of work done under each contract will depend on this history for resolution. Directive DF-14 gives the form used for IDRs, instructions for completing it, and additional information.

The Resident Engineer (or the Office Engineer) will review the IDRs for each day and will tie each activity reported on to a Critical Path Activity on the Baseline Schedule, thereby tracking actual work performed against the schedule. The Resident Engineer's (or Office Engineer's) signature indicates that this tracking has been performed.

C. Non-Conformance Reports (NCR's). When inspection reveals nonconforming items of work, the Resident Engineer prepares a Nonconformance Report (NCR) using the instructions and forms in Directive DF-35. The nonconforming items may be accepted as-is, rejected, or designated "repair, rework, or retest.”

D. Contractor's Intention to Cover Work. The Contractor is required to advise the Resident Engineer 24 hours in advance of the Contractor’s intention to cover work. If this notice is not given, the Resident Engineer may require, at the Contractor’s expense, that the work be uncovered to allow inspection.
E. Unsatisfactory Work. Based on the terms of the contract, the Resident Engineer has the authority to reject unsatisfactory workmanship and materials. The Resident Engineer may also undertake re-examination of questioned work. If the questioned work has been covered, the Resident Engineer can order the Contractor to uncover the work. Please reference GP5.11.

All work which has been rejected by the Resident Engineer must be promptly remedied, or removed and replaced by the Contractor (at Contractor’s expense) so that the work becomes acceptable.

F. Unauthorized Work. All work done by the Contractor (beyond the lines and grades shown on the contract drawings or as otherwise established by approved change orders or by the Resident Engineer), and all extra work done without written authorization from the Resident Engineer, is unauthorized work. The Resident Engineer may order the Contractor to remedy, remove or replace unauthorized work at the contractor’s expense.

10.1.2 Contract Specifications and Drawings
A. General. The Contract Documents including the Contract Specifications and Drawings form the standard against which the Contractor’s performance is measured. Work and materials must conform to the lines, grades, cross sections, dimensions, technical specifications, material requirements, tolerances and other requirements of the contract documents. Criteria for acceptance are either explicitly stated or provided as a measurable standard.

The contract is always to be considered as a whole; although an order of precedence is given for separable parts of the contract (see GP5.4).

Discrepancies between sections of the contract or other issues with the contract documents must be addressed by the Contractor through the Request for Interpretation process. See Section 3.3.11 A above and Directive DF-25b.

Changes required in the drawings or specifications can only be made through an Approved Change Order.

The Resident Engineer must monitor the work to ensure that it is constructed to the standards shown or indicated on the contract drawings and specifications, and that all work is performed within the construction right-of-way. The Resident Engineer is not to allow temporary construction outside the right-of-way.

B. Deviations. JPB may at its option, elect to accept deviations from the contract documents with appropriate credits from the Contractor. The Contractor must formally request such deviations through the Notice of Potential Change process. Any deviations will only be effective through an Approved Contract Change Order.
10.1.3 Contractor's Submittals

The Contract Documents will be supplemented by shop drawings, working drawings, product data, samples, and similar submittals prepared by the Contractor or subcontractors. The Contractor's shop drawings and other submittals, as approved by the Resident Engineer, provide the inspection staff with specific details of the Contractor's work. The Resident Engineer must ensure that the inspection staff uses only Contractor submittals that have an approval code. No work can be accepted or paid for until a properly approved submittal has been received. The Resident Engineer must maintain an up-to-date set of submittal drawings for the inspection staff.

The Contractor's submittals, even approved shop and working drawings, do not supersede the requirements of the contract drawings and specifications.

10.1.4 Field Inspection by Resident Engineer’s Inspectors

A. Purpose of Inspections. Per Directive DF-14, the Resident Engineer, with the inspection staff, regularly inspects the Contractor’s field work. The purpose of the inspection is to:

(a) Monitor compliance with contract requirements, ensuring that each layer or item of work meets specifications before it is covered by further work.

(b) Ensure prompt and appropriate corrective action, should unacceptable material or workmanship be detected.

(c) Regularly document construction progress or lack thereof.

B. Qualifications of Inspectors. It is important for the Resident Engineer to ensure that the inspection staff know the particular requirements of each construction contract and have thoroughly prepared Inspectors in advance of each work operation through detailed study and understanding of the drawings and specifications. It is essential that Inspectors have a thorough knowledge of the type of construction or installation being performed. It is not to be expected that an Inspector should be sufficiently familiar with all of the types of fabrication, construction, or installation called for in the numerous contracts. Where necessary, the Resident Engineer should request (from the Program Manager Construction) additional inspection resources or special training for Inspectors as appropriate. When the nature of field inspection work requires a technical knowledge for such a short time that full-time employment is not justified, the Resident Engineer will request the temporary assignment of Inspectors secured from other sources.

Where there is any structural excavation, the foundation must be inspected and approved by the Geotechnical Engineer-of-Record. In these instances, the Resident Engineer contacts the JPB Project Manager for assistance at least 48 hours before the inspection is required.
If the Resident Engineer determines that it is necessary to inspect materials being fabricated off-site, the Project Manager must be consulted to decide who will make the inspection. If specialized technical expertise is required, the JPB Project Manager will be responsible for assembling an inspection team from the appropriate technical specialties.

C. Specification Types. Performance-type specifications allow the Contractor to choose a method and manner of construction as long as the end product conforms to the specification requirement. If the methods of construction are fixed by the specifications the Contractor does not have the freedom to alter construction methods.

D. Deficiencies. The inspection staff cannot allow unacceptable work to continue; any unacceptable condition must be brought to the Contractor's attention by the Resident Engineer and be corrected before work proceeds. Inspection Procedures and Handbooks are provided to assist the Inspector in performing his duties.

A Deficiency List is used during the life of the Contract to track corrective work or uncompleted work. Once the contract begins, any work that does not meet the requirements of the contract, or any minor item of work withheld from completion until a later date, is recorded by the Resident Engineer's staff on a Deficiency/Work/Punch List. Correction of the deficiencies is monitored and entered on the list. This list will be either legibly printed in ink or typed, and kept up to date as items arise and are corrected. See Exhibit 3 in Directive DF-14 for a sample form.

10.2 INDEPENDENT MATERIALS TESTING
Per the testing plan (reference Section 4.1.4 above), the Resident Engineer must keep complete and accurate records of independent tests performed (i.e., test reports) to verify specification requirements. Among the items to be shown in the test reports are:

(a) Contract number and description of Contract work.
(b) Type of test and specification reference or test procedure.
(c) Person/company performing the test, location, date and equipment used.
(d) Inspector and Contractor equipment calibration dates.
(e) Sample source of tests performed.
(f) Narrative description of tests performed.
(g) Results of tests, given in units, required by specifications and, as appropriate, units of recognized standards. Sketches are also useful.
(h) Recommendation as to acceptance or rejection.
(i) Signature of responsible person controlling the testing work. (Certain tests may only be signed by California Registered Civil or Geotechnical Engineers).

Complete records must be retained of each test with specimens identified. Specimens are to be retained only where they are important to prove or disprove the passing of specific tests. See Directives DF-15 and DF-16.

10.3 CONTRACTOR’S QUALITY CONTROL AND ASSURANCE

10.3.1 General Requirements

A. Quality System. The Contractor must establish a Quality System and maintain it throughout the life of the contract. The Quality System must include a Quality System Manual, a Quality Control Plan, and a designated Quality Representative. SP01400 – A contains a complete table of topics which must be covered in the manual. The Quality System Manual and the Quality Control Plan must be submitted for review and acceptance by the Resident Engineer within 28 days of Limited Notice to Proceed. The resume of the designated Quality Representative must be submitted to the Resident Engineer within 10 days after Limited Notice to Proceed.

B. Quality Control. The Contractor must perform all work associated with demonstrating conformance of materials, equipment, workmanship, construction, installation and other items to the contract documents. This demonstration of conformance must include:
- inspections and testing
- ensure that suppliers and manufacturers comply with quality control requirements
- comply with manufacturers' installation instructions
- comply with specified standards of workmanship
- secure products in place with positive anchorage devices
- identify, report and correct nonconforming work in a timely manner and take corrective action to preclude reoccurrence of the non conformance.

10.3.2 Quality Control Plan

The Quality Control Plan must detail the Contractor’s project-specific plans for meeting all requirements of the Quality System Manual and the contract documents. Please refer to SP01400, 1.07.

10.3.3 Sampling and Testing

The Contractor is required to conduct tests as specified in the various sections of the specifications and as required by laws, ordinances, rules, regulations, or orders of any public agency having jurisdiction. The Contractor must provide reports of any such tests to the Resident Engineer.
The Contractor must retain an independent Inspection and Testing Agency to conduct tests required by the specifications and as deemed necessary by the Contractor to ensure conformance to the contract documents. The Contractor must notify the Resident Engineer in a timely manner of upcoming tests (the Three Week Look-Ahead Schedule should be used for this purpose) and shall give the resident Engineer the opportunity to witness field and factory testing. The Contractor must also allow the Resident Engineer to take samples, or be present during sampling of, materials from local sources.

10.3.4 Quality Assurance Audits

Quality Assurance (QA) audits of both Contractors' and subcontractors' or suppliers' quality programs will be performed as per the JPB Quality Program. The Resident Engineer may request quality assurance audits of the Contractor's work if the Resident Engineer feels that the Contractor's work is below requirements.

Audits of the Contractor's, subcontractor's or supplier's work will be conducted in conjunction with the Resident Engineer. (See Directive DF-19) When the Resident Engineer is informed by the JPB Project Manager of a pending audit, he/she will immediately inform the Contractor by forwarding the Notice of Audit, which will specify the work to be audited and the people who should be present.

The Resident Engineer is responsible for obtaining the Contractor's compliance with the request in accordance with the terms of the contract.

The Resident Engineer must attend and chair at least the opening and closing meetings with the Contractor. The Resident Engineer should have a meeting with the JPB QA auditor before both meetings to discuss potential problems.

The Resident Engineer is responsible for monitoring conformance to the audit requirements. Any failure by the Contractor to perform as required shall be reported to the Program Manager Construction and the JPB Project Manager, and a joint plan of action shall be agreed with the JPB QA Manager. (Who is this?)

10.4 RESIDENT ENGINEER OFFICE AUDITS

The Resident Engineer's office will be subject to audit by the JPB Quality Assurance Manager from time to time to confirm that work is being done in accordance with project policy and procedures, in particular the Resident Engineer's Manual and the Inspector's Handbooks.

Audits may take place with only a few days notice. The Resident Engineer and his staff are expected to cooperate fully with the audits.

The Resident Engineer will attend opening and closing meetings.
The Resident Engineer is responsible for responding to all Corrective Action Reports and QA Findings. The Program Manager Construction will receive copies of all audits and will discuss the results and the methods of clearing problems with the Resident Engineer. The JPB Project Manager will also receive copies of all auditors.
SECTION 11 – SAFETY, SECURITY AND EMERGENCIES

11.1 SAFETY

11.1.1 General.
SP01545 details the Contractor’s requirements in the areas of work site safety and security. It is JPB’s policy that every employee is responsible for safety, both personally and for the job as a whole. If unsafe conditions are observed by anyone, these should immediately be brought to the attention of the responsible party. The Contractor is required to cooperate in correction of unsafe conditions. See also Directive DF-10.

In the event the Contractor, upon request, fails to correct conditions that might cause immediate personal injury or property damage, the Resident Engineer has the right to order the Contractor to temporarily suspend work in the affected area. The Resident Engineer should try to contact the JPB Project Manager or Program Manager Construction for instructions before ordering work to stop, but must use his or her best judgment whether the situation allows time for this or not. (See also Section 8.6)

11.1.2 Contractor’s Health and Safety Program
A. Health and Safety Plan (HASP). The contract documents stipulate that each Contractor is responsible for setting up and maintaining its own health and safety program in accordance with the contract documents and the California Health and Safety Code. The plan must include the Contractor’s standard safety practices and procedures, and emergency response procedures. The plan may utilize the Contractor’s standard HASP but must be modified to take account of project specific conditions and procedures including training and procedures associated with work on an operating railroad. The plan must be submitted to the Resident Engineer for review within 21 days of Limited Notice to Proceed. The plan must be acceptable to the Resident Engineer before Notice to proceed can be issued. In general, the plan will be reviewed by the Resident Engineer, the JPB Project Manager, and JPB’s Safety Officer Rail, for compliance with specifications, the Caltrain On-Track safety Plan, laws, and local conditions.

The HASP must be amended to take account of changed conditions and such amendments require review and acceptance by the Resident Engineer.

B. Safety Officer. The Contractor is required to designate at least one person to perform the duties of Safety Officer responsible for implementation of the Health and Safety Plan. The Contractor must submit a resume of this designated individual to the Resident Engineer for review and acceptance. The Safety Representative is also subject to approval by the JPB Project Manager.

C. Notice of Injury or Incident. The Contractor is required to immediately report to the Resident Engineer any injury or incident (close call that involves any personnel or
equipment associated with the project and which results (or might have resulted, in the case of a close call) in personal injury or damage to property. The Contractor is required to investigate all injury and incident situations and to take appropriate corrective and/or disciplinary actions. The Contractor must report in summary form to the Resident Engineer within 12 hours of occurrence and in detailed form within 72 hours of the occurrence. The Contractor must also notify the Resident Engineer of a safety meeting which must be held to discuss the injury or incident and develop preventative measures to preclude reoccurrence.

The Contractor must maintain a log, available for review at any time by the Resident engineer, of all injuries and incidents. The Contractor must also report to OSHA any reportable injuries and the Resident Engineer must be copied on all such reports.

The Resident Engineer must coordinate with the JPB Safety Officer, rail for reporting to the FRA under 49 CFR Part 225.

D. Material Safety Data Sheets (MSDS). No hazardous material shall be delivered to a work site for use or storage unless a copy of the Material Safety and Data Sheet has been delivered to the Resident Engineer and the material properly tagged. The Contractor must maintain a current file of MSDS's at the work site.

E. Hazardous Materials Conditions and Procedures. Per SP01120, the Contractor must submit a Hazardous Materials Site-Specific Health and Safety Plan to the Resident Engineer within 21 days after Limited Notice to Proceed. This plan must, on a site-specific basis, address the safety and health hazards of each phase of site operations and must include the requirements and procedures for employee protection. No work that disturbs existing structures, soil, or groundwater containing hazardous materials must be performed by the Contractor until the Hazardous Materials Site-Specific Health and Safety Plan has been reviewed and accepted by the Resident Engineer.

The Resident Engineer must monitor the Contractor's compliance to the accepted plan. If, in the judgment of the Resident Engineer, the level of personal protective equipment selected by the Contractor for Contractor’s personnel’s use, is not appropriate for site conditions, or Contractor's personnel are not complying with the requirements of the Hazardous Materials Site-Specific Health and Safety Plan, then the Resident Engineer may order the Contractor to stop work in the area of concern. Given time, the Resident Engineer should consult with the Project Manage and the Program Manager Construction before taking such action.

If the Contractor encounters hazardous materials not indicated in the contract documents, then the Contractor is required to immediately cease work in the affected area and report the condition to the Resident Engineer in writing. The Resident Engineer should immediately consult with the Program Manager Construction and the JPB Project Manager as to what action should be taken with respect to the Contractor's
notice. Every effort should be made by the Resident Engineer to minimize the delay to the Contractor’s work in the affected area.

**F. Hazardous Chemicals and Wastes.** Per GP7.17, the Contractor is required to immediately notify the Resident Engineer of any release of hazardous or non-hazardous chemicals brought to the site by the Contractor. The Contractor must also notify the Resident Engineer of the generation of hazardous wastes as a result of the work. The Resident Engineer has the right to obtain test results on the waste materials and to obtain a sample of such wastes for further testing by JPB. Copies of regulatory documentation associated with the disposition of hazardous wastes must be provided by the Contractor to the Resident Engineer.

**G. Trench Excavation Safety Plan.** Per GP7.15, the Contractor must submit a trench excavation plan to the Resident Engineer for any trench five feet or more in depth. Such plan must be submitted for review and approval at least five days before the trench is to be dug. No trench excavation shall commence until the Resident Engineer’s approval has been issued. (NOTE: The Resident Engineer should refer to Chapter 2 of the Standard Procedures for Track Maintenance & Construction (SPTMC) and PCJPB Engineering Standards for Excavation and Support Systems as guidelines for this submittal review.

**H. Tailgate Health and Safety Meetings.** The Contractor is required to hold daily tailgate safety meetings with the Contractor's personnel to discuss safe work practices or other safety-related topics. The Resident Engineer or a member of the staff will attend these meetings. Such meetings may also need to include the job briefing by the JPB EIC as set forth in the Caltrain On-Track Safety Plan.

**I. Public Safety.** Per GP7.20, the Contractor is required to protect public safety both on and off the work site, during the performance of the work. The Resident Engineer has the authority to stop the work if, in his/her judgment, the Contractor is not complying with the requirements for Public Safety. Given time, the Resident Engineer should consult with the Project Manager and the Program Manager Construction before taking such action.

### 11.2 WORK ON THE JPB RIGHT OF WAY

**11.2.1 General**
The Caltrain On-Track Safety Plan establishes requirements, regulations, duties, and functions for persons and work activities on the railroad right-of-way. It also lists required reporting forms and associated procedures. The Resident Engineer must be fully understand this manual and SP01545 WORK SITE SAFETY AND SECURITY and all legal requirements and strictly adhere to these provisions.
11.2.2 Roadway Worker Protection

A. Basic Requirements. When the Contract includes work on or about operating trackways or other areas of the operating system, it is important that the Contractor follow the JPB operating rules and the previously approved Site Specific Work Plan. Directive DF-39 provides specific guidance on this topic.

Before allowing the Contractor’s work to proceed on or about trackways, the Resident Engineer or his/her representative must follow the requirements in the Contract Documents with regard to submittal by the Contractor of a Site Specific Work Plans and the approval of such plans. Further, the Resident Engineer must make arrangements with the JPB ORR for clearance, protection and for the presence of a JPB representative.

B. Caltrain On-Track Safety Plan. Each Manager, Superintendent, Supervisor, Foreman or Contractor personnel responsible for the safety of employees engaged in the work must have readily available to him/herself, and to those for which he/she is responsible, a copy of an up-to-date Caltrain On-track Safety Plan. The contents of this Manual will be made available to the Contractor at the Pre-Construction meeting or within seven (7) days thereafter. The regulations and instructions contained in these documents must be strictly adhered to in the performance of the work. This manual must be made available to the Contractor’s employee and be available to the Resident Engineer for review, at any time during working hours.

C. Training. Contractor’s site personnel, including subcontractors, suppliers, and visitors, may not enter or work on JPB right-of-way without prior Roadway Worker Protection training in accordance with 49CFR Part 214 Subpart C. All JPB and Contractor personnel working on or about the trackways are required to attend a training course on Roadway Worker Protection. The Resident Engineer should work with the JPB Safety Officer Rail to facilitate Advance Roadway Worker protection training for Contractor’s trainers within seven days of Limited Notice to Proceed. Contractor’s trainers shall then assume responsibility for training Contractor’s personnel (including subcontractors, suppliers and visitors) in a timely manner.

D. Safety Critical Procedures. At the Resident Engineer’s request, Contractor shall provide standard operating procedures (SOP) with respect to its work tasks and construction procedures that are deemed by the JPB to be safety critical. SOP shall be submitted in accordance with the JPB’s format for SOP, to be provided by the Resident Engineer.
11.3 SAFETY INSPECTION AND ACCIDENT/INCIDENT RESPONSE AND REPORTING

11.3.1 General
Per Directive DF-10, the Resident Engineer has specific responsibilities in the area of site safety and security. Although the Contractor is responsible for site safety and security, it is the Resident Engineer’s responsibility to verify, on a regular and continuing basis, that the Contractor is following the requirements of Contractor’s approved Health and Safety Plan and is meeting all requirements of the contract documents.

11.3.2 Monitoring
The Resident Engineer is responsible for monitoring the Contractor's compliance with the approved jobsite safety program. Remedial actions required are recorded and transmitted to the Contractor for implementation.

The JPB Construction Safety Officer will perform regular inspections of all construction sites accompanied by the Contractor's safety representative. The Resident Engineer is responsible for reporting follow-up on necessary abatement action within 72 hours of the survey.

11.3.3 Safety Meetings
The Resident Engineer is required to conduct a monthly safety meeting with the Contractor and a separate meeting with his staff prior to each Contractor meeting.

11.3.4 Accident/Incident Response

11.3.5 Accident/Incident Reporting by Resident Engineer
Directive DF-10 provides guidance to the Resident Engineer on the reporting of accidents and incidents and the use of the Construction Safety Survey Form.

11.4 WORK SITE MAINTENANCE
Per GP5.12, it is important that the Resident Engineer verifies that the Contractor keep the work site clean and free from rubbish and debris. Such conditions are conducive to properly executed work and the maintenance of a safe and secure site.

11.5 WORK SITE SECURITY
The Contractor is responsible for the protection and safekeeping of tools, materials and equipment on the site and shall maintain the site and site fencing so as to reasonably preclude the entry of unauthorized persons. The Resident Engineer must verify the site security on a regular basis.

11.6 TEMPORARY SUSPENSION OF THE WORK
If the Resident Engineer believes that conduct or continuation of the work poses a clear and imminent danger to health and safety, he/she may order the Contractor, in writing,
to stop the work or a portion of the work affected by the dangerous situation. The Contractor may not recommence work until the cause of the order has been eliminated. Given sufficient time, the Resident Engineer should consult with the Program Manager, Construction and/or the JPB Project Manager, before taking such action.

11.7 SAFETY AND SECURITY CERTIFICATION
Per JPB Standard Procedure SC-13 (available on the Depot website), the Resident Engineer is responsible for the conduct of the safety and security certification process during a project’s construction/acquisition/testing phase. The following activities must be performed in this phase:

(i) Entry and tracking of Certifiable Items and Requirements verification using the TransitSafe software tool
(ii) Development and approval of schedule for Integrated Test Plan activities
(iii) Performance of all required measurement, test and visual inspection, and documentation of the results using the TransitSafe software tool
(iv) Review of all Material and Major Changes associated with the project construction phase to assess the need for safety and security certification of the change
(v) Development of other verification documents referenced by design file numbers
(vi) Development of other verification documents referenced by construction file numbers
(vii) Performance of the requirements of the Integrated Test Plan and documentation of the results in the TransitSafe software tool
(viii) Development of Element Construction/Acquisition/Testing Certificates of Conformance

Where verification can not be completed in a timely manner but use can be made of a Certifiable Element without reducing safety by imposing one or more restrictions or workarounds, those restrictions/workarounds are imposed and noted on the Element Certificate of Design Conformance and/or the Element Certificate of Construction/Acquisition/Testing Conformance.

When a Project Certificate of Design Conformance (with underlying Element Certificates of Design Conformance) and a Project Certificate of Construction/Acquisition/Testing Conformance (with underlying Element Certificates of Construction/Acquisition/Testing Conformance) are all approved, a Project Safety and Security Certificate of Compliance is signed by the appropriate Chief Officer. This certificate shall include any and all restrictions and workarounds noted on the individual Certifiable Element certificates.

Any and all restrictions and workarounds must be entered into TransitSafe as corrective actions and eliminated as expeditiously as possible. In the
rare case where a restriction or workaround results from circumstances that preclude meeting the related Requirement, a hazard analysis or other analysis, as appropriate, shall be conducted. When it is determined that an appropriate level of safety and security has been obtained, the restriction or workaround may be eliminated.

When all of the restrictions and workarounds are removed, a new Certifiable Element Certificates of Conformance (Design and/or Construction/Acquisition/Testing), a new Project Certificates of Conformance (Design and/or Construction/Acquisition/Testing) and a new Project Certificate of Compliance—without restrictions or workarounds—shall be issued and signed by the authorized individuals.

The Project Certificate of Compliance is the final documentation that the Safety and Security Certification process has been followed, that the Safety and Security Requirements of the project have been met, and that the Safety and Security of the project meets generally-accepted standards.

Projects may not be closed-out without a signed Certificate of Compliance.

11.8 EMERGENCIES

The RE and the Contractor, before field work starts, will develop plans to handle emergencies, including the following (NEEDS REWORK – Copied from 10.4):

(a) Assemble site personnel to care for injured persons or damaged property.

(b) Summon medical, fire, police, or other public agencies to assist injured persons or damaged property.

(c) Take immediate steps to protect persons or property from further damage.

(d) Notify the appropriate emergency parties ( Dispatch? Central Control, ambulance, fire department, police department, etc.). Notify the Agency Construction Safety Officer, Program Manager Construction Services or his designated representative. In the event the RE cannot contact any of the aforementioned, contact one of following Agency officials, in order:

Deputy Director – Capital Program Delivery
Director – Engineering and Construction

(e) Notify JPB Construction Insurance Administrator.

In the event unsafe conditions may cause immediate personal injury or property damage, the RE must immediately request the Contractor to remedy the condition. If the Contractor refuses to cooperate, the RE should contact the Agency’s Program Manager
Construction Services for instructions, before ordering a suspension of work, but must use his or her best judgment whether time allows this or not. (revisit this last sentence).

Verbal instructions issued in an emergency must be substantiated by written communication within 24 hours.

SECTION 12 – OWNER-FURNISHED EQUIPMENT AND MATERIALS

12.1 Coordination and Receipt of Owner-Furnished Items

Contract specifications may provide that the Contractor is to be furnished certain materials or services by JPB. The Resident Engineer must be aware of these items and review with the Contractor the specification-listed delivery dates and Contractor-required delivery dates.

To the extent possible the Resident Engineer should endeavor to adjust the delivery dates for the Contractor's convenience, working through the Program Manager Construction Management (per Directive DF-32), providing no additional costs are incurred or that the Contractor is willing to pay such additional costs.

Normally, the specified delivery dates of JPB materials are scheduled during the construction period and, in accordance with the specifications, the Contractor must unload, store, and assume responsibility for the materials.

For items furnished by JPB, the Resident Engineer has the responsibility of requiring the Contractor to comply with the specification in unloading and storage. On Material Receiving Forms, the Resident Engineer enters the necessary information, and he obtains the Contractor's signature of acceptance.

In cases where the items are delivered to the site before the Notice-to-Proceed, the Resident Engineer must arrange for unloading and storage through the Program Manager Construction Management. Upon the Contractor's arrival, the Contractor must take responsibility for the items as soon as practical and acknowledge receipt of the delivery. (See Directive DF-32)

The Resident Engineer for the installation contract must follow the promised delivery status of JPB-furnished items through the Contract Administrator or the Resident Engineer for the particular contract. If a delay in delivery is probable, the Contractor must be notified immediately, and the Resident Engineer will review with the Contractor any necessary adjustments in the schedule. In the case of an actual delivery delay, causing an important adjustment of construction methods or sequence, or a delay in completion of the project, and if requested by the Contractor, the Resident Engineer will recommend a Change Order to the Program Manager Construction Management.

See Directive DF-32 for further directions.
12.2 Surplus Items

Before the final job inspection, an accounting and inventory of all JPB-furnished items will be made by the Resident Engineer in cooperation with the Contractor. This analysis will be made with a view to reconciling quantities installed with items furnished. As-built quantity calculations and physical inventory tallies shall be made, recorded, and filed as specified in the procedures.

If there are any surplus items not installed by the Contractor, a Material Receiving Report Form (with Directive DF-32) will be prepared covering the return and receipt for all surplus JPB-furnished items.

Following completion of the Material Receiving Report, the Resident Engineer will contact the JPB Project Manager to request disposition and handling instructions for the surplus items.
SECTION 13 – DOCUMENT CONTROL

13.1 INTRODUCTION
The construction management document control system is based on PCJPB Document Control procedures. Documents to be controlled include, but are not limited to, correspondence, cost reports, schedules, drawings, conformed contract documents and other construction related documents as listed in the PCJPB Document Control Project File Structure.

The document control system will maintain historical information on all construction correspondence. The document control system will assure that project documents are:
- Distributed to appropriate personnel,
- Reviewed by appropriate personnel,
- Coded according to the PCJPB Engineering Project File Structure,
- Logged with sufficient information to allow tracking of their origin, destination, evolution, and status.
- Safely secured in storage (file cabinets, etc.) and can be reliably retrieved,
- Controlled during document changes,
- Accurately reproduced,
- Interfaced with the Contractor's document control procedures.

The document control system organizes project documentation according to a Work Breakdown Structure (WBS) and a File Coding System as per PCJPB Document Control Procedures.

13.2 PCJPB DOCUMENT CONTROL PROCEDURES MANUAL
The PCJPB Document Control Procedures Manual contains the following six Sections and an Appendix as follows:

Section 1 – Introduction: Provides an overview of the document control system at SamTrans and a brief description of the contents of the manual.

Section 2 – Document Control responsibilities: Identifies the responsibilities for Central Office Document Control and Field Office Document Control.

Section 3 – Filing system: Defines filing procedures and describes the Work Breakdown Structure (WBS) levels and the file coding system that are used in organizing project documentation.

Section 4 – Document Control database: Discusses access rights to Expedition®, organization of projects in Expedition®, and Expedition® folders.

Section 5 – Correspondence flow and logging procedure: Defines the flow of incoming and outgoing correspondence and outlines step-by-step procedures for
logging documents in the correspondence received and correspondence sent modules in Expedition®.

Section 6 – Project documentation closeout procedures: Contains the requirements for archiving project records for long-term retention after project completion.

Appendix – Primavera Expedition® Guidebook for SamTrans Document Control: Shows how to utilize Primavera Expedition® according to the SamTrans Document Control procedures.

Contact the PCJPB Document Control office at Central for current information and updates to the PCJPB Document Control Procedures Manual

13.3 RESIDENT ENGINEER OFFICE RESPONSIBILITIES
The Project Document Control Administrator is responsible for the Field Office Document Control System, ensuring all the processes and procedures are in place and that the CM Team is trained in using Expedition®. The field office personnel will be in charge of generating relevant reports from Expedition®.

The field office personnel will record/log documents in Expedition®, and distribute/transmit documents. The personnel will maintain the electronic and hard copy filing system as per PCJPB document control procedures. It is the responsibility of field office personnel to ensure the Contractor submits the specified/required number of documents and that documents are transmitted per the distribution list. Field office personnel will close-out the Document Control project documents in accordance with Section 6 of the PCJPB Document Control Procedures Manual. The Resident Engineer or Office Engineer will arrange safe transport of the documents to PCJPB Document Control Central Office. For a detailed list of Document Control responsibilities, refer to Section 2 of the PCJPB Document Control Procedures Manual.

All members of the CM Team will ensure all documents received/sent are routed directly through Document Control.

The Resident Engineer will support the field office personnel by providing documents/information to ensure the completeness of the project files.

13.4 WORK BREAKDOWN STRUCTURE
The Work Breakdown Structure (WBS) is a hierarchical organization of work relationships that defines summary elements related to various projects.

SamTrans Document Control WBS is comprised of three (3) levels. The summary levels are Level 1 and Level 2. The projects are located in Level 3.
• **Level 1:** The first level is the agency in charge of the project. The agencies are Peninsula Corridor Joint Powers Board (PCJPB), San Mateo County Transit District (SamTrans), and San Mateo County Transportation Authority (TA).

• **Level 2:** The second level is the category to which the projects belong. There are three categories: Project Management, Construction Management, and Third Party. Project Management refers to projects that are in the Planning and Design stages. Construction Management refers to projects that are in the Construction stage. Third Party refers to projects within PCJPB property that are managed by outside parties. There are no Third Party projects under SamTrans and TA.

• **Level 3:** The third level is the project.

### 13.4.1 Project Naming Convention

Project management projects are identified by two (2) or three (3) letters corresponding to the agency (JPB for PCJPB, SAM for SamTrans and TA for San Mateo County Transportation Authority), followed by a project identification number. A project identification number is a five-digit sequential number starting with the number 00001 e.g. JPB00008 Common Street Grade Crossing, SAM00001 South Base Pavement Rehab. Project Management projects will be organized in sequential order by project identification number.

Construction management projects are identified by CM followed by the first letter of the agency (P for PCJPB or S for SamTrans or T for TA), followed in turn by a project identification number e.g. CMP00001 North CTX. Construction Management projects will be organized in sequential order by project identification number.

Field Office Document Control personnel are only required to set up a filing system for their particular contract.

### 13.4.2 File Coding System

All project documentation is assigned a File Code Number obtained from the PCJPB Engineering Project File Structure (as noted in the JPB Document Control Manual Exhibit 8-A). The File Structure Code document is updated periodically. Contact the Document Control office at Central for the most current File Structure Code.

### 13.4.3 File Structure Groupings

The PCJPB Engineering Project File Structure is divided into five groups: Project Management, Contracts, Design, Construction, and Confidential Files.

Each group is color coded as follows: Project Management, blue; Contracts, yellow; Design, green; Construction, red; Confidential Files, gray.

Project Management file group includes: General, Scope of Work and Project Description, Requests of Authorization, Personnel and Responsibilities,
Correspondence, Media Communications, Safety and Training, Project Budget, Schedule, Cost Estimates and Geographical Information System. These subjects cover all the stages of a project, from planning, through design, construction and closeout. For example, the subject Schedule includes planning schedules, design schedules, construction schedules, and post construction schedules. Contract Administration refers to documents that are directly tied to a contract. The Contracts group includes Consultant, Construction, Procurement, and Operator contracts.

Design refers to documentation that is processed during the conceptual planning, design, and bid stages of a project. The Design group includes Right–of-Way, Regulatory, Environmental, Planning, Design, pre-bid, and bid documents.

Construction refers to documentation that is processed during the Construction and closeout stages of a project. This group includes Operations, Field Office Administration, Daily Reports, Construction issues, Subcontractors, Materials and Equipment, Testing and Inspection, Submittals, Photographs, Public Relations, Construction Meetings, Protests, Potential and Actual Claims, Legal, Closeout and Acceptance.

Confidential Files refer to documents that will be kept confidential.

### 13.4.4 File Structure Coding

Each filing group has a file code number that is composed of the subject code and the sequence code, (as noted in the JPB Document Control Manual Exhibit 8-A).

The file structure-coding breakdown is as follows: Project Management File codes ranges from 010.0 to 099.0; Contracts file codes ranges from 100.0 to 129.0; Design file codes ranges from 130.0 to 179.0; Construction file codes ranges from 180.0 to 299.0; and Confidential Files has a single subject code, 300.0.

Each subject code is followed by a sequence code starting with the number 1. The sequence code is continued sequentially e.g. 110.01, 110.02, and 110.03. A sequence code may be followed by another sequence code to further subdivide a file code number e.g. 100.01.01, 100.01.02.

The existing file code numbers cannot be changed, but if a subject is not found under any of the file code numbers a file code number may be added. The PCJPB Engineering Project File Structure is a protected document, and only the Central Office Document Control Manager has writing access. The Central Office Document Control Manager will approve all requests for additional file code numbers. Centralized control of the file codes facilitates uniformity across all Document Control offices.
There is enough separation between subject codes to allow the insertion of new subjects. Sequence codes may be subdivided up to four (4) subdivisions e.g. 050.02.09.01.02, and will be added sequentially.

13.5 FILING PROCEDURES – HARD COPY FILES
All hard copy files shall be stamped with the Received Date Stamp, File Copy Stamp, and Document Control Log Stamp before scanning and logging them into Expedition. Information shall be entered in the Correspondence log items and then into the Log Stamp in accordance with Section 5 of the PCJPB Document Control Procedures Manual.

13.5.1 File Labels
File labels will be color coded for each one of the four filing groups according to the color-coding on the PCJPB Engineering Project File Structure. White labels may be used for Confidential Files, which are color-coded gray on the file index.

Labels for files that are organized according to the WBS format will read as follows:

Line 1: Agency, Project identification, project name
Following lines: file code number, description of the subject code and each sequence code.

Labels will be formatted as follows:

- The agency will be in caps and in bold. Group title will be in bold only. (Suggested font: Times New Roman 9)
- The project identification number and project name will be in bold. (Suggested font: Times New Roman 9)
- The description of each Sequence Code will be divided by a slash. (Suggested font: Times New Roman 9)
- The description of the last Sequence Code will be separated by a hyphen and will be in caps. (Suggested font: Times New Roman 8)

Example:

**PCJPB – CMP00001 North CTX**  
110.04.07.02 Construction & Procurement Contracts/ Herzog/Proposals - CONTRACTOR’S PROPOSAL

When the file code description does not fit in the label the suggested font is Impact. Impact 9 may be used for the file code number and the code description, except for the description of the last Sequence Code, which may be Impact 8. The description shall not be abbreviated, except when it does not fit in the label after using the Impact font; in which case, only the description of the last Sequence Code may be abbreviated. Times New Roman 9 is the smallest font that may be used for line 1, except when it runs over to line 2. In this case, Impact 9 may be used instead.
An additional label (white) shall be prepared for folders that are filled to capacity. The label shall provide the received dates on the first and last documents in the folder. The received date is the date shown on the Document Control – Received – Date Stamp. (Refer to Section 5.1.1, Received Date Stamp) The label may be placed on the upper right hand corner of the side of the folder that is opposite the tab, or on any other area of the folder that is visible without pulling the folder from the file cabinet.

Example of label placement on file folder:

<table>
<thead>
<tr>
<th>File Code</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

13.5.2 File Folders
Documents will be 2-hole punched and secured in a file folder with prongs in chronological order, with the latest date on top. The chronological order will be determined by the date on the Document Control received date stamp.

a) Cross-reference
If a document has been assigned more than one file code number, then a photocopy of the document will be made for each file folder labeled with the additional file code numbers.
In some instances the same document is transmitted more than once to different parties. In this case, a reference sheet identifying the file folder where this document may be found will be attached to the cover sheet (PCJPB Document Control Procedures Manual Exhibit H). The format for the reference sheet is as follows:

DOCUMENT TITLE
DATE OF DOCUMENT (if available)
PREPARED BY: (Company)

Is Located In
File Folder No. (Project identification number, project name, and file code number)
Log No. (Expedition® log number)

The document title shall include the whole title as it reads on the document cover page.
b) Pocket folders
Documents that are too large for a regular file folder, such as reports and sets of half-size drawings that can be folded in two, will be filed in pocket folder. These documents will be placed in chronological order in the pocket folder.

Pocket folders will be labeled using the format for a regular file label, and will be filed with the regular file folders. If the document is not bound, it will be three-hole punched and bound with screw posts. Card stock (25lbs or greater) will be placed on the top and back of the document to protect it.

c) Full-size drawings and compact discs (CD's)
If a document has a set of full-size drawings that does not exceed sixteen (16) drawings, each individual drawing will be folded and placed in a sheet protector or retention jacket. The retention jacket will be stapled to the document.

If a document has CD's, the CD’s shall be placed in CD sleeves or envelopes. If the CD’s come in hard plastic cases, they shall be removed and placed in CD sleeves or envelopes. The CD holder shall be stapled to the document.

If there are more than two CD’s, the CD’s (in their sleeves or envelopes) shall be placed in a retention jacket. The retention jacket shall be stapled to the document.

d) Documents delivered in binders
If a document is received in a binder, the document will be removed from the binder and bound with screw posts. Card stock (25lbs or greater) will be placed on the top and back of the document to protect it.

13.6 OVERSIZED DOCUMENTS

Oversized documents that do not fit in a pocket folder will be placed in a file drawer designated for oversized documents. The drawer will be numbered and a label with the drawer number will be placed on the upper right hand corner of the drawer.

The oversized document will be assigned a reference number composed of the drawer number followed by a sequential number starting with the number 001. For example: The first document in drawer No. 121 would be No. 121-001. The reference number assigned to the first document in each drawer will start with the sequential number 001. For example: The first document in drawer No. 120 would be No. 120-001, the first document in drawer No. 119 would be No. 119-001.

A label will be prepared for the reference number and placed on the upper right hand corner of the oversized document. The label must not obscure any information on the document.
Example of label placement on an 11x17 document:

The same principle will be applied to Submittal samples. The label will be placed on a visible area of the sample. If the label cannot be placed on the sample itself because of the nature of the material, or its shape, or size, then a tag will be attached to the sample and the label will be placed on the tag.

The label will read as follows:

REFERENCE NUMBER _____________
(File: ________________)

The file will be identified with the project identification number and file code numbers. For example:

REFERENCE NUMBER 121-001
(File: JPB00002 – 170.04.03)

The oversized document will be stamped with the Document Control file copy stamp.

Oversized documents will be placed in sequential order by reference number only. They will not be organized by project identification or file code numbers.

The cover sheet will be filed in the regular file folder with a reference sheet attached stating the following:

DOCUMENT TITLE
DATE OF DOCUMENT (if available)
PREPARED BY: (Company)

IS LOCATED IN
DRAWER NO. _____
REFERENCE NO. ___________

The Document Title will include the whole title as it reads on the document cover page.

13.7 ELECTRONIC FILES
All incoming and outgoing documentation will be scanned and filed on the W drive as they are being logged in Expedition®. These electronic documents shall be attached to
the Correspondence Sent and Correspondence Received modules in Expedition®. More detailed information about Expedition® is available in Section 4 and Appendix of the PCJPB Document Control Procedures Manual.

13.7.1 Access to W Drive Folders
Reading access to the W drive is available to everybody, but change access is required to create folders in the W drive. Change access to the W drive will be limited to document control staff and is granted by the Central Office Document Control Manager.

Reading access to the Confidential Files folder, 300.0 for each project will be limited to the project manager and any other parties the project manager may want to include.

13.7.2 Organization of Electronic Files
All files in the electronic filing system are organized according to the WBS format described in Sections 8.4, and 8.5.

Each project will have a set of electronic folders with file code numbers assigned. The file code number will be followed by a description of the code. The folders will be organized in the same fashion as the file structure coding in the PCJPB Engineering project file structure. The subject code first, then the sequence code, followed by any subsequent Sequence Codes. For example:

```
141.0 Regulatory
  141.01 Permits
    140.01.02 State Agency Permits
```

Scanned documents will be assigned an appropriate file code number taken from the PCJPB engineering project file structure followed by the Expedition® Log number taken from the Correspondence Received or Correspondence Sent logs, i.e., 050.02.07.02 RCVD00025, 110.02.09 SENT00114.

The scanned document will be saved under the appropriate agency (PCJPB), category (Project Management, and Construction Management), project, and file code number. Documents that do not belong in the PCJPB projects will be saved under the corresponding folders that are outside of the hierarchy.

If a document has been assigned more than one file code number, it will be saved in the electronic file system under each of the file code numbers assigned.

13.7.3 Scanning Procedures
All incoming and outgoing documents shall be scanned and filed in the W drive as they are being logged in Expedition®.
The procedures to be followed in scanning documents and attaching them to the Correspondence Received and Sent modules are explained in Section 5 of the PCJPB Document Control Procedures Manual.

13.8 REVISIONS TO THE FILE CODE NUMBER ASSIGNED TO A DOCUMENT
Whenever the file code number assigned to a document is revised, the following steps will be followed:

- Change the file code number on the hardcopy and in the number field of the correspondence log item in Expedition®. Change the file code number assigned to the scanned document on the W drive.
- Rescan the page with the log stamp showing the new file code number, and replace this page in the original electronic copy of the document.
- Move the scanned document that has been renumbered to the W drive folder that corresponds to the new file code number.
- Delete the previous attachment of the document to the corresponding log item in Expedition®. Attach the scanned document again to the same log item from its new place on the W drive.
- File the document in the file folder that corresponds to the revised file code number.

13.9 CONTRACT CLOSE-OUT – DOCUMENT TRANSFER / FIELD OFFICE CLOSE-OUT

Document control closeout activities begin when construction of a project is substantially complete. This section describes each step of the process for archiving project records as part of project closeout from the field office to delivery to Central. This section addresses these differences.

The document control team in the field office has the responsibility of transferring project records to the document control office at Central upon project completion. The document closeout process at the field office shall start immediately after substantial completion.

The field office document control employee or the RE shall notify Project Controls Manager or the Document Controls Manager of the scheduled starting date for the verification process. The Document Control Manager shall then transfer to the field office all construction related documents filed for the contract at the central document control office.

SECTION 14 – INSURANCE, LABOR COMPLIANCE, AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

A significant portion of the work of the Resident Engineer is associated with the administration of the construction contract. This section identifies the Resident Engineer’s activities in this area according to the anticipated sequence of requirements over the life of the construction contract. For each activity requiring a report or a record, these items are noted, with a reference to the appropriate directives in Appendix B.

14.1 INSURANCE
The Supplemental General Provisions section of the Contract Documents identifies the insurance coverages that the Contractor is required to put in place and maintain for the duration of the contract. These coverage’s generally include: Workers Compensation and Employers’ Liability Insurance, Commercial General Liability Insurance, Business Automobile Liability Insurance, Property Insurance, and Pollution Liability Insurance and Environmental Liability Insurance.

All of the above insurance is administered by the Contractor, and insured loss claim service is provided by the selected insurance carrier. All insurance-related matters are handled between the Contractor and the insurance administrators or claim service. The Resident Engineer does not function as an interface coordinator in this regard. The Resident Engineer is responsible for maintaining a log of all Contractor insurance policies and periodically monitoring that all policies are kept current. The Resident Engineer must monitor the Contractor's adherence to the insurance requirements of the contract and his provision of copies of certificates of insurance, including those for subcontractors, when applicable. Copies of such certificates should be forwarded directly to the Contracts and Procurement department. See Directive DF-05 for guidance.

14.2 LABOR COMPLIANCE REQUIREMENTS

14.2.1 General
Labor compliance requirements are specified in the contract Sections GP7.2, GP7.3, GP9.4, SGP7.2.3, SGP7.3.3.1, SGP7.3.5, SGP11.11, SGP11.12 and SGP11.13. The Resident Engineer must coordinate with the JPB’s Labor Compliance Officer on all labor compliance topics and issues. The Labor Compliance Officer will generally undertake labor compliance verification activities.

The Contractor shall comply with all laws, rules and regulations that pertain to his workforce including hours of labor, labor non-discrimination, prevailing wages, future wage increases, coordination with California prevailing wages, payroll records, and apprentices. For federally funded contracts, applicable Davis-Bacon Act and Contract Work Hours and Safety Standards Act requirements must be met. All Contractor
employment, labor jurisdiction, working practices, and other labor relations aspects, are the sole responsibility of the Contractor. The Resident Engineer shall not interfere with the Contractor's activities in this field, but rather become aware of labor relations problems, or potential problems, so that necessary action can be taken to protect the Owner's interests. See Directive DF-06 for further information. Exhibit 1 in DF-06 provides a form to be used by the Contractor for reporting of the weekly status of contractor and subcontractors working on the project.

In the event of labor relations problems, or potential problems, the Resident Engineer immediately informs the Program Manager Construction, the JPB Project Manager and the Labor Compliance Office. The Resident Engineer's action is limited to gathering facts and conveying them to these parties.

14.2.2 Apprentice Certificates
It is JPB policy to encourage the employment of apprentices on its contracts. It is the duty of the contractor and subcontractors to employ registered apprentices on public works projects per Labor Code Section 1777.

Proof of registration in an approved apprenticeship program will be required and must be attached to the first payroll on which they appear for all apprentices or trainees working on public works projects.

The Contractor is responsible, under the contract, to obtain the necessary certificates and to contribute to apprenticeship funds as required.

14.3 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

14.3.1 General
The Contractor is required to list all subcontractors, including DBE's proposed for participation in the contract during the bidding process and before contract award. The Resident Engineer should verify this list with the Contractor after contract award. Any change to this list should be discussed with the JPB DBE Officer. The Resident Engineer should promptly notify the Project Manager, the Program Manager, Construction and the DBE Officer of any problems associated with the involvement of DBE's that he/she becomes aware of. The Resident Engineer shall refer all matters pertaining to DBE firms and the DBE Program to the JPB DBE Officer for investigation and resolution. Please also see Directive DF-06.

14.3.2 Monthly DBE Participation
Directive DF-06 Exhibit 2 shows the form to be completed by the Contractor on a monthly basis to show the status, in dollar terms, of subcontractor participation in the contract. The Contractor shall certify the correctness of this completed form and shall submit promptly to the Resident Engineer with the monthly pay invoice. The Resident
Engineer provides a copy of the completed form on a monthly basis to the JPB DBE Officer.

14.3.3 FTA Quarterly DBE Participation
This report shall be prepared by JPB quarterly and requires no action by the Resident Engineer.

14.3.4 Final DBE Participation
This report (see DF-06 Exhibit 3) shall be submitted by the Contractor within ten days of Notice of Substantial Completion.

14.4 LABOR DEFICIENCIES
If the Resident Engineer becomes aware of a contractor deficiency in complying with labor requirements, after coordinating with the Labor Compliance Officer, the Resident Engineer shall promptly notify the Contractor by letter. If the Contractor takes no action to correct the deficiency, the JPB Project Manager and Labor Compliance Officer shall be informed so that the appropriate State authority may be advised.

14.5 OFFICE FILING SYSTEM
For direction on the filing system, see Section 11 (Document Control).
SECTION 15 – INTERFACE WITH UTILITIES AND EXTERNAL AGENCIES

15.1 INTERFACES WITH UTILITIES
JPB has executed Master Agreements with all utilities that prescribe the terms of JPB's relationship with each. The Resident Engineer assures that the terms of those agreements are met where utilities interface with the construction contracts.

When the terms of a Master Agreement are at variance with the terms of the construction contract, the Resident Engineer is responsible for providing the pertinent information to the JPB Project Manager. The Master Agreement does not take precedence over the construction contract but a variance between its terms and the contract may result in a change to the construction contract.

15.1.1 Utility Work Performed by the Contractor
The Resident Engineer monitors utility work performed by the Contractor for conformance with the Contract Documents, including temporary support of utilities, temporary construction, permanent construction, and restoration. All such work will also be monitored by a representative of the utility who has full access to the worksite. The Resident Engineer maintains contact with each utility representative to obtain necessary planning data from the utility, and to monitor utility observations of the Contractor's operations.

The utility representative has the authority to direct cessation of work by a JPB Contractor if the utility's facilities are being endangered by the construction activity. If the Resident Engineer is present, a written stop work order will be issued to the Contractor, by the Resident Engineer, identifying the specific work and work area and stating that the safety of the facility has been endangered. If the Resident Engineer is not available, the utility representative can issue a written stop work order. In no case should more work than the endangering activity be halted.

Should a dispute arise between the Resident Engineer and the utility representative concerning ongoing work and the contract requirements, the Resident Engineer must contact the Program Manager Construction Management for assistance. The JPB Project Manager is responsible for notifying the JPB Utility Coordinator.

Upon completion of the utility's facilities under a construction contract, the Resident Engineer is responsible for notifying each utility of completion of the work and requesting its acceptance of the facilities.

15.1.2 Utility Payments by JPB
The Master Agreements require JPB to pay each utility for its services relative to the construction of JPB work. The Resident Engineer monitors the presence of utility
personnel and acknowledges man-hours expended either by countersigning man-hour reports or by obtaining records of man-hour charges from the utility, to check against his own records.

The Resident Engineer, when applicable, reviews monthly payment invoices sent to JPB by each utility and signs the payment authorization form. If the Resident Engineer cannot reconcile the monthly invoice with the records, the Resident Engineer completes a statement of exceptions and returns the payment invoice to the Program Manager Construction Management.

15.1.3 Work Performed by a Utility for the Contractor
When a utility performs work for the benefit of the Contractor, whether requested by the Contractor or as a result of the Contractor's actions, the cost is chargeable to the Contractor. The Resident Engineer is responsible for identifying back-chargeable work; for segregating the man-hours, materials, etc., from the utility’s payment invoice; and obtaining the Contractor's concurrence for the backcharge. If the Contractor refuses to concur with the backcharge, the Resident Engineer will process the backcharge and annotate the reasons for non-concurrence.

15.2 PUBLIC OUTREACH AND COMMUNITY RELATIONS

15.2.1 Public Complaints
Construction must be done so as to minimize annoyance and hazards to the public. As JPB’s representative, the Resident Engineer must enforce the Contractor's compliance with specification requirements. Generally, there may be complaints about noise, wet conditions, dusty conditions, obstructions, or unsafe conditions.

If the Resident Engineer receives a complaint he or she will endeavor to satisfy the party immediately. The Community Relations Representative has the primary responsibility for handling complaints. The goal is to respond verbally to the complaining party within 24 hours. The Resident Engineer should notify the Public Information – Construction Coordinator four days in advance of specially authorized construction activities that may create disturbances.

The Resident Engineer directs all complaints from the public to the Public Information – Construction Coordinator. The Resident Engineer assists the Public Information – Construction Coordinator by determining if the disturbance is authorized and by trying to remedy complaints within the terms of the contract. If this is not readily feasible, the Resident Engineer seeks the assistance of the Program Manager Construction Management.

Any complaints from the public received by the Contractor are directed to the Resident Engineer. When asked, the Contractor informs the Resident Engineer of all facts concerning any complaint and the action taken to resolve the complaint. At the direction
of the Resident Engineer, the Contractor takes whatever action is necessary to bring construction activities in compliance with contract specifications.

The Public Information – Construction Coordinator (when available, Resident Engineer when not) records notification of any specially authorized construction activities and determines if some type of advance notification should be given to the public.

The Public Information – Construction Coordinator receives all complaints and responds by:

- Documenting all complaints
- Making an initial determination if disturbance is authorized
- Consulting with Resident Engineer to determine if disturbance is authorized
- If necessary, informing Resident Engineer of need for corrective action
- Contacting complaining party to explain either efforts to minimize authorized disturbances or action taken to correct the disturbance

The Community Relations Representative also maintains a record of complaints and contacts the JPB Project Manager if it appears certain types of authorizations should no longer be granted.

15.2.2 Visitors
Casual visitors to the projects will be discouraged. Official visits will be arranged through the office of the Program Manager Construction Management, and visitors escorted personally by the Resident Engineer or his representative.

The JPB Project Managers will issue general project information packets. The Resident Engineer should maintain an information package on his jobs.

All visitors will be required to complete a form releasing JPB and its Contractors from injury liability. See Directive DF-34.

Visitors' comments should be encouraged; they will be transmitted to the JPB Project Manager. If visitors mention displeasure or irregularities with the conduct of the Contractor, a courteous interest must be displayed and assurance given that corrective action will be considered.

15.2.3 Non-Construction Work Interruptions
To minimize problems occasioned by work interruptions that are organized by third parties, the Resident Engineer must take the following steps immediately after the Notice-to-Proceed is issued:

(a) Contact JPB Police Services and if necessary, arrange to meet with police personnel of the political area involved to plan action in the event work
interruptions evolve. Obtain the names of police parties who can be contacted in case of emergencies; the police should be provided with the office and home telephone numbers of the Resident Engineer, the Program Manager Construction Management, and the JPB Project Manager in case of emergencies.

(b) Contact the Contractor's Project Manager to discuss possible work interruptions and request cooperation. The Contractor must be informed that it has basic responsibility for its own employees' actions and that it will have the assistance of JPB and local police in the event of trouble. The police have the responsibility to provide a safe place for employees to work, so the Contractor's actions should take this into consideration.

In the event of probable work interruptions, advance notice will normally be provided, in which case the Resident Engineer must take the following action:

(a) Notify the Contractor to provide him with as much advance information as possible.

(b) If the Contractor does not notify JPB Police Services, the Resident Engineer must take this action.

(c) Follow the emergency notification procedures described in section 10.4, above.

(d) Have the Contractor and the police determine all actions to be taken, including shutdowns, action during the work interruptions, and resumptions of work.

(e) Do not direct the Contractor to stop the work unless the Contractor's designated representative is not present at the time of illegal action by demonstrators or employees, and there is imminent action that will involve personnel or property damage. In such cases, endeavor to contact the JPB Project Manager before initiating action.

(f) Keep notes of activities prior to and during work interruptions. These notes should be condensed for a written report to the Program Manager Construction Management.

(g) Take photographs of any work interruptions.

(h) Do not discuss work interruptions with anyone other than those directly concerned, namely, the Contractor, police, and JPB.
SECTION 16 – CONTRACT COMPLETION, ACCEPTANCE, AND CLOSEOUT AND FINAL PAYMENT

16.1 Beneficial Occupancy
The Owner may take Beneficial Occupancy of the work or a portion thereof that has achieved Substantial Completion. The Owner may also notify the Contractor of intent to take Beneficial Occupancy of the work, or a portion thereof, that has not achieved Substantial Completion. The Resident Engineer will schedule the inspection of such work with the Contractor to determine its status of completion and will prepare a list of the items remaining to be completed or corrected. The Owner may then take Beneficial Occupancy during which time the Contractor will be allowed reasonable access to the work to complete or correct items on the list. The Contractor will not be granted Relief from Maintenance and the Warranty period will not commence, under these circumstances.

16.2 Substantial Completion
Substantial Completion is defined to mean the time at which the work, or a specified part, has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that it can be used for the purposes for which it is intended and only minor punch list items remain. The date is used to determine liquidated damages assessment when specified by the Contract.

The Contractor, if he believes that Substantial Completion has been achieved, must request the Resident Engineer in writing for an inspection. If the Contractor is seeking Substantial Completion for the entire work, the Contractor must submit various deliverables (see SP01700, 1.03) with the request and the Resident Engineer should not consider the request unless the deliverables are attached. The Resident Engineer should notify the Project Manager and the Program Manager Construction of the inspections scheduled to establish Substantial Completion. The Project Manager will invite appropriate JPB and outside agency representatives to be present at all inspections. During this inspection, a Punch List will be prepared indicating any incomplete or erroneously completed items. The list should include all remedial work and items necessary for completion of the overall work. A Punch List should not be generated if there are items of work that have not been completed or are not functioning.

The Resident Engineer should formally transmit the Punch List to the Contractor and the list should be used as a basis for determining whether Substantial Completion has been achieved. If Substantial Completion, in the opinion of the Resident Engineer, with concurrence from the JPB Project Manager, has been achieved, then the Punch List will be used as a basis for the Final Completion inspection. If Substantial Completion in the opinion of the Resident Engineer, with concurrence from the JPB Project Manager, has not been achieved, the Contractor will be so notified in writing and shall be required to continue to prosecute the work.
A sample of the Certificate of Substantial Completion form is shown as Exhibit 1 in Directive DF-36.

16.3 Relief from Maintenance
GP5.13 Relief From Maintenance provides that a Contractor may request in writing that it be relieved from the responsibility of maintaining and protecting certain portions of the work that have achieved Substantial Completion. The warranty period called for in the Contract Documents shall commence on the date that Relief From Maintenance has been granted. When such a request is received, and it is determined to be justified, the Resident Engineer should determine who will take over the maintenance. The Resident Engineer should prepare a Certificate of Relief from Maintenance and Responsibility (see sample form at Exhibit 2 in DF-36) which after execution should be forwarded to the Contract Officer who will make final distribution including the Contractor.

16.4 Final Acceptance and Contract Closeout

A. Prerequisites. Prior to submitting a request for inspection for Final Completion, the Contractor should verify completion of the Punch List work, demobilization, and final cleanup. In addition, all submittals and deliverables required by the Contract Documents to be submitted prior to Final Completion must have been submitted by the Contractor and approved or accepted by the Resident Engineer. The Resident Engineer shall coordinate with Project Manager and other JPB support staff, including JPB Contract Officer, DBE Officer, and Labor Compliance Officer, to ensure Contractor has submitted all submittals and deliverables and Contractor is in compliance with all JPB Contract, DBE, and Labor Compliance Requirements.

B. Safety and Security Certification. Per JPB Standard Procedure SC-13, the Resident Engineer is responsible for project construction/acquisition/testing phase activities associated with safety and security certification of the Project. A Project may not be closed-out without a signed Certificate of Compliance. See Section 8.7.

C. Final Inspection. Once the prerequisites have been met, the final inspection can be scheduled by the Resident Engineer and then conducted by the Resident Engineer in company with JPB and Contractor representatives. The Resident Engineer should report the status of the work, and if all work has been performed in accordance with drawings and specifications, the Resident Engineer should issue a Notice of Final Completion. (See Exhibit 3 of DF-36 for a sample form). If the work is determined by the Resident Engineer to be unsatisfactory due to nonconformance, defects, omissions, or failure to complete, the Resident Engineer should notify the Contractor in writing that Final completion has not been achieved. Under these conditions, the JPB has the option to allow the Contractor to continue working until Final completion is achieved, or issue a Final Notice of Completion and deduct from payments due Contractor the estimated cost to complete the unfinished work including reasonable charges for engineering, managerial and administrative services.
After Notice of Final Acceptance has been issued, no further site access by the Contractor should be allowed.

16.5 Final Invoice and Final Payment
The Contractor must submit a final invoice to the Resident Engineer within 35 days of the date of the Notice of Final Completion. The Contractor is also required to submit any and all properly documented claims with the final invoice. The Resident Engineer must review the final invoice within 30 days of receipt and if no exceptions are found and there are no claims, the Resident Engineer should approve the final invoice. Final payment will be made by JPB within 30 days of the Resident Engineer's approval of the final invoice provided the Contractor has executed a release form and all stop notices (if any) have been released. If the Resident Engineer takes exception to the final invoice, he/she will forward the required changes and corrections to the Contractor. If the Contractor agrees to the changes and corrections and submits a revised final invoice to the Resident Engineer within 10 days, the Resident Engineer should approve the invoice.

If the Contractor submits claims with the final invoice, or disagrees with the changes and corrections made by the Resident Engineer to the final invoice, then upon final determination by JPB of all Contractor claims, JPB will pay the sum found due upon the final invoice.

Per GP9.9, claims will be resolved by JPB using the provisions of California Public Contract Code sections 20104-201104.6.

16.6 ACTIVITIES DURING GUARANTY PERIOD

16.6.1 Start of Guaranty Period
Per GP4.7, the Contractor is required to correct all defective work discovered by the Owner during a period of one (1) year after the effective date of Substantial Completion is issued by the Resident Engineer and applicable Relief from Maintenance granted.

16.6.2 Inspections During Guaranty Period
Twice during the guaranty period, a detailed inspection will be made of all work performed to determine the status of the completed project. These inspections normally should be made by the assigned Resident Engineer, accompanied by appropriate interested parties, or another individual will be assigned by the Program Manager Construction if the Resident Engineer is no longer assigned to the Contract. The Contractor should be invited to attend the inspection.

The Resident Engineer or JPB Representative should arrange for the specific date of inspection. A Notice of Inspection form should be signed by the Resident Engineer or JPB Representative and copies directed to interested parties. In general, the first
inspection should be made approximately half-way through the guaranty period, and the last one approximately two weeks prior to the expiration of the guaranty period.

The inspections should be made in the same detailed manner as the final job inspection, with the intent to investigate problems brought up by those using the facilities, to determine the need for repair work, and to identify present or possible future problems caused by use of the facilities. A report detailing the findings of the inspection should be prepared by the Resident Engineer or JPB Representative and submitted to the JPB Project Manager.

16.6.3 Release of Guaranty
The Resident Engineer or JPB Representative should write a letter to the Contractor on the results of the inspection and forward copies to the JPB Project Manager who will distribute to other District Departments as necessary. In the event work must be performed, either by the original Contractor or by others, the Resident Engineer or JPB Representative should arrange for the administration of such work in the same manner as the original contract work. A second inspection is then requested by the Contractor in writing and, upon finding all work to be satisfactory, the Resident Engineer or JPB Representative should initiate, at the conclusion of the guaranty period, a "Certification for Release of Contractor from Responsibility under the Guaranty" through the JPB Project Manager.

16.7 COMPLETION REPORTS, AUDIT ITEMS, AND RECORDS
The Office Engineer should verify that all audit items required for contract completion are received from the Contractor.

The Resident Engineer should prepare a Construction Contract Completion Report that should include a description of the work, field construction management, Contractor's performance, special aspects of construction methods, problems, construction claims, costs, insurance claims, and any other pertinent information.

As-built conditions should be noted on Contract Drawings by the Contractor and reviewed by the Resident Engineer on a regular basis. As-Builts, along with other record documents will be submitted to the JPB Engineering Department. Job records will be reviewed to ensure that they are complete and indexed correctly.
Scenario 1: Owner intends to take Beneficial Occupancy of the Work or a portion of the Work that is not Substantially Complete

RE notifies the Contractor (in Writing) that the Owner intends to take Beneficial Occupancy of a portion of the Work even if the Work may not be at the point of Substantial Completion.

RE and the Contractor inspect the Work, or a portion of the Work, to determine its status of completion and prepare a list of items remaining to be completed or corrected.

RE allows the Contractor to have reasonable access to complete or correct items on the list and to complete other related Work.

RE grants the contractor Relief from Maintenance for that portion of the Work for which the Owner takes Beneficial Occupancy.

Beneficial occupancy does not constitute acceptance of the Work. Contractor is still required to maintain all insurance and bonds required by the Contract until the work is accepted by the Owner.

Scenario 2: Owner intends to take Beneficial Occupancy of the Work or a portion of the Work that is not Substantially Complete because the Contractor has not completed the Work in accordance with the Contract Time.

Contractor does not achieve Substantial Completion within a reasonable amount of time.

Owner decides to take Beneficial Occupancy of the Work.

RE notifies the Contractor (in writing) that the Owner intends to take Beneficial Occupancy of a portion of the Work even if the Work may not be at the point of Substantial Completion.

Contractor is not entitled to any additional compensation or payment from Owner and is not relieved of any of its responsibilities under the Contract Documents.

Beneficial Occupancy does not constitute acceptance of the Work. Contractor is still required to maintain all insurance and bonds required by the Contract until the work is accepted by the Owner.
STANDARD MANUALS

Resident Engineer’s Manual

Contractor believes WORK is Substantially Complete and submits a written request for inspection of Work

RE arranges for inspection of Work

RE prepares a Punch List based on inspection results

RE formally transmits Punch List to Contractor

Will the Work serve intended purposes?

No

RE within 14 days after receipt of Contractor’s request for inspection notifies the Contractor in writing that Substantial Completion is denied

Yes

RE determined Work is satisfactory? (No nonconformances, defects, emissions, or failure to complete)

No

Contractor continues to prosecute the Work

Yes

Is Punch List acceptable?

No

RE within 14 days of request issues Contract Completion

Yes

Has the Contractor submitted and has the RE approved all required Submittals and Deliverables?

No

Yes

Substantially Complete—Work or specified parts of the Work can be utilized for the purposes for which it was intended and only minor Punch List items remain.

Deliverables include the following:
1. Completed and approved As-Built Drawings
2. Operations and Maintenance Manuals
3. Warranty Documentation
4. Quality Control documentation
5. Material Certificates of Compliance
6. Spare Parts
Contractor has achieved Substantial Completion for a portion of the Work.

Contractor submits a written request for relief from maintaining and protecting the portion of the Work that has achieved Substantial Completion.

RE determines whether Contractor should be granted Relief from Maintenance for the completed portion of the Work.

Does RE grant Contractor relief from Maintenance?

---

No

---

RE states (in writing) that the Contractor has been granted Relief from Maintenance for the completed portion of the Work.

---

Yes

---

Contractor is obligated to perform warranty work with respect to the portions of the Work covered by the Relief from Maintenance.
Contractor confirms that the following are complete:
1. Punch List Items
2. Demobilization
3. Final Cleanup
4. All required submittals and deliverables² have been submitted and approved or accepted by the RE.

Contractor requests (in writing) an inspection of the work.

RE (within 7 days of receipt of Contractor’s request) conducts an inspection of the work; RE and Contractor agree on Punch List Items.

Have all Punch List Items been resolved?

No

Yes

RE allows Contractor to continue working until Final Acceptance is granted.

RE issues a Notice of Final Acceptance and deducts from payments due Contractor the estimated cost to complete the unfinished portion of the work, including a reasonable charge for engineering, managerial and administrative services.

RE (within 7 days after the inspection) notifies the contractor in writing that Final Acceptance has not been granted.

Is demobilization complete?

No

Yes

RE (within 7 days after the inspection) issues a Notice of Final Acceptance to the Contractor.

RE files a Notice of Final Completion with the County Recorder.

Is final cleanup complete?

No

Yes

Contractor is no longer responsible.
Contractor receives Notice of Final Acceptance from RE.

Contractor (within 30 days of the date of Notice of Final Acceptance) submits a proposed Final Invoice, including claims (if any).

RE (within 30 days of receipt of Proposed Final Invoice) completes the review of invoice.

Does RE require changes or corrections to the Proposed Final Invoice?

Yes

RE corrects the Proposed Final Invoice and forwards changes and/or corrections to the contractor.

Does the Contractor accept changes/corrections?

Yes

Does the Contractor accept changes/corrections?

No

Contractor (within 10 days after receipt of the changes/corrections) submits revised proposed Final Invoice incorporating corrections from RE, together with any new claims resulting there-from.

Does Proposed Final Invoice include outstanding claims?

Yes

RE approves Proposed Final Invoice. RE informs the Contractor that Proposed Final Invoice is the Approved Final Invoice.

No

RE approves Proposed Final Invoice. RE informs Contractor that Proposed Final Invoice is the Approved Final Invoice.

RE processes Final payment without claims

RE processes Final payment with claims

RE within 10 working days of receipt of revised Proposed Final Invoice completes review of invoice.

Contractor (within 10 days after receipt of changes/corrections) submits revised proposed Final Invoice incorporating corrections from RE.
RE informs Contractor that the Final Invoice is approved.

Contractor provides the Agency with a **Release** from any and all claims against the Agency arising from the Work under and in connection with the Agreement. The **Release** will be accompanied by a certification that:

1. *The Contractor has resolved any claims made by Subcontractors, Suppliers, and others against the Contractor or the Project.*

2. *The Contractor has no reason to believe that any party has a valid claim against the Contractor or the Project which has not been communicated in writing by the Contractor to the Agency with the certification.*

3. All warranties and guaranties are in full force and effect.

4. The release and the certification shall survive Final Payment.

Agency issues Final Payment to the Contractor within 30 days after approval of the Final Invoice or 65 days after Notice of Final Completion, whichever is later.

1. *The Final Payment will be for the entire sum found due on the Approved Final Invoice, including retention.*

2. *Agency will withhold from the Final Payment an amount to pay for unsettled claims for which Stop Notices have been filed.*
RE informs Contractor that the Final Invoice is approved.

Contractor provides the Agency with a **Conditional Waiver and Release** from any and all claims against the Agency arising from the Work in connection with the Agreement, *except for disputed claims*. The Conditional Release will be accompanied by a certification that:

1. **The Contractor has resolved any claims made by Subcontractors, Suppliers, and others against the Contractor or the Project, except for disputed claims.**

2. **The Contractor has no reason to believe that any party has a valid claim against the Contractor or the Project which has not been disclosed in writing by the Contractor to the Agency with the certification.**

3. All warranties and guaranties are in full force and effect.

4. **The release and the certification shall survive Final Payment.**

Upon final determination of all Contractor claims, Agency issues Final Payment to the Contractor within 30 days after approval of the Final Invoice, whichever is later.

1. **The Final Payment will be for the entire sum found due on the Approved Final Invoice, including retention amount and an amount, 65 days after Notice of Final Acceptance, whichever is later.**

2. **Agency will withhold from the Final Payment an amount to pay for unsettled claims for which Stop Notices have been filed.**
Table 16-1: Capital Project Closeout by Functional Area

Table 16-1 shows a listing of the responsible parties and actions necessary to close-out a physically completed project. The Resident Engineer is responsible for those actions where the “RE” abbreviation is shown in the column headed “Responsible Party”.

<table>
<thead>
<tr>
<th>Responsible Party</th>
<th>Action</th>
<th>Discussion</th>
<th>Duration / Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONSTRUCTION MANAGEMENT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RE</td>
<td>Track and sign off on punch list items.</td>
<td>Include record documents such as As-Built plans and schedule, certified payroll, O&amp;M manuals, spare parts, warranties, keys, test results, etc.</td>
<td>This activity occurs between Substantial Completion and Final Completion</td>
</tr>
<tr>
<td>RE/PM</td>
<td>Facilitate final walk through with Engineering, Operations, Safety, Accessible Services, IT, and Communications</td>
<td>After Contractor demobilizes, check site for damage that needs to be fixed by Contractor.</td>
<td></td>
</tr>
<tr>
<td>RE/Inspectors</td>
<td>Sign off all Safety and Security items in TransitSafe database</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RE</strong></td>
<td>Ensure Prime Contractor and Subcontractors have submitted all certified payroll records and all other required labor compliance documents. Prepare Project Labor Compliance Certificate of Compliance for signature of Labor Compliance Officer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RE/OE</td>
<td>Complete final balancing change order</td>
<td></td>
<td></td>
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<tr>
<td>RE/OE</td>
<td>Complete final change</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Role</td>
<td>Task</td>
<td>Notes</td>
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<tr>
<td>RE</td>
<td>Send letter to Contractor requesting Lien Releases, Preliminary Notices and Executed Release</td>
<td>Must have all As-Built drawings, O&amp;M manuals, etc. before final acceptance. JPB has 30 days to respond.</td>
<td></td>
</tr>
<tr>
<td>RE</td>
<td>Remind Contractor to send letter requesting Final Acceptance of the Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RE/PM</td>
<td>Send written notice of Final Acceptance</td>
<td>Warranty period begins. Final Acceptance is the end of our contractual relationship with the Contractor.</td>
<td></td>
</tr>
<tr>
<td>PM</td>
<td>Prepare Project Safety and Security Certificate of Compliance for signature of Development Division Chief. After approval submit to Document Control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RE/OE</td>
<td>Check Contractor's final payment request</td>
<td>Contractor final invoice paid less any potential claims.</td>
<td></td>
</tr>
<tr>
<td>RE/PM</td>
<td>Send Notice of Completion letter to County Recorder.</td>
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</table>

### CONTRACTS AND PROCUREMENT

<table>
<thead>
<tr>
<th>Role</th>
<th>Task</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>RE/PM</td>
<td>Send letter to Contracts and Procurement stating work is complete and authorize release of retention/escrow</td>
<td>Include the following attachments with letter: 1. Filed Notice of Completion for Construction Contract 2. Release of Claims and Liens letter from Contractor 3. Copies of Releases (if applicable)</td>
</tr>
<tr>
<td>PM/RE</td>
<td>Complete appropriate forms to close out work directives</td>
<td>Work with Project Controls, Capital Contracts, Finance, and Contracts and Procurement to close out all work directives. Best to do this as work is completed to disencumber funds as soon as possible. This process can take up to 3 months if it is not expedited by the PM.</td>
</tr>
</tbody>
</table>

### FINANCE

<table>
<thead>
<tr>
<th>Role</th>
<th>Task</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>PM</td>
<td>Complete Project Closeout Form</td>
<td>Form is on The Depot Final Step</td>
</tr>
<tr>
<td>PM</td>
<td>Complete Project Closeout Routing Slip</td>
<td>Form is on The Depot Final Step</td>
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</table>

### DOCUMENT CONTROL /
<table>
<thead>
<tr>
<th>ENGINEERING RECORDS</th>
<th>PM</th>
<th>Work with Doc. Control and Engineering Records to process all documents. Doc Control has specific procedures to follow.</th>
</tr>
</thead>
</table>

PM = Project Manager  
RE = Resident Engineer  
OE = Office Engineer
# Appendix B
## Directives and Forms

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<th>Reference Section</th>
<th>Directive Title</th>
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<td>3.2; 4.5</td>
<td><strong>Delegation of Authority to Resident Engineer</strong></td>
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<td>6.1.1</td>
<td><strong>Resident Weekly Report</strong></td>
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<td><strong>Early Action Letter</strong></td>
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<td>Exhibit 1: Sample Early Action Letter</td>
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<td>Exhibit 1: Sample of Preconstruction Meeting Agenda</td>
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<td>DF-06</td>
<td>5.2; 5.3</td>
<td><strong>Labor and Subcontracting Compliance Requirements</strong></td>
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<td>Exhibit 1: Weekly Status Contractor and Subcontractor</td>
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<td>Exhibit 3: Example of Contractor Submittal Transmittal with Instructions</td>
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<td>Exhibit 5: Example of Notice to Proceed</td>
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<td>Exhibit 6: Example of Notice to Proceed/Force Account Change Notice</td>
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<td>Exhibit 7: Finding of Fact</td>
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<td>Exhibit 8: Sample Change Order</td>
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<td>Exhibit 8a: Sample Change Order</td>
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<td>Exhibit 9: Alternate Form – Change Notice</td>
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<td>Exhibit 10: Alternate Form – Notice to Proceed Change Notice</td>
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<td>Exhibit 11: Alternate Form – Notice to Proceed Change Notice (Differing Site Conditions)</td>
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<td>Exhibit 12: Sample Letter - Disapproval</td>
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<td>Exhibit 13: Short Form Technical Evaluation Memo – Construction Change Orders</td>
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<td>Exhibit 14: Cost Analysis &amp; Pre-Negotiation Memo (Short Form Construction Change Orders</td>
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<td>Information Requests (IQ’s) And Information Responses (IR’s)</td>
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<td>Exhibit 1: Request for Interpretation Submittal Form</td>
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<td>6.1.3</td>
<td>Resident Engineer's Monthly Progress Report</td>
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<td>Exhibit 1: Sample of Monthly Progress Report</td>
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<td>Exhibit 2: Sample of Cash Flow Chart</td>
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<td>5.7.7</td>
<td>Retention Calculation</td>
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<td>5.7</td>
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<td>Exhibit 1: Pay Flow Chart</td>
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<td>Exhibit 2: Monthly Summary for Pay Item</td>
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<td>Exhibit 3: Pay Item Sheet</td>
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<td>Exhibit 4: Sample: Lump Sum Partial Payment Estimate</td>
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<td>Backup Data Form</td>
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<td>Exhibit 5: Billing Edit Report</td>
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<td>Exhibit 6: Payment Certificate</td>
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<td>Exhibit 7: Forecast Report by Contract</td>
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<td>9.2.8</td>
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<td>Verification of Utility/Railroad Work</td>
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<td>Exhibit 1: Report of Work Performed by Utility/Railroad</td>
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<td>Exhibit 2: Statement of Exceptions</td>
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<td>JPB -Furnished/Excess Material</td>
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<td>Exhibit 1: JPB Materials Receiving Report</td>
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<td>Resident Engineer's Field Instruction Form</td>
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<td>Exhibit 1: Resident Engineer’s Field Instruction Form</td>
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<td>Visitors to the Site/Hold Harmless Agreements</td>
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<td>Exhibit 1: Visitor Register</td>
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<td>Exhibit 2: Release and Hold Harmless Agreement</td>
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<td>Exhibit 1: Non-Conformance Report Form</td>
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<td>Exhibit 2: Non-Conformance Report Status Log</td>
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| DF-36 | 5.8 | **Completion of Contract/Final Payment**  
Exhibit 1: Certificate of Substantial Completion Form  
Exhibit 2: Certificate of Relief from Maintenance and Responsibility Form  
Exhibit 3: Final Acceptance of Contract Work Form  
Exhibit 4: Quantity Verification Sheet  
Exhibit 5: JPB Acceptance of Contract  
Exhibit 6: Checklist of Audit Items Required for Contracts Before Closing  
Exhibit 7: Contract Closeout Checklist  
Exhibit 8: Specification Conformance Safety Verification |
| DF-37 | 9.4 | **Potential Claims Processing**  
Exhibit 1: Sample Letter Apprising Contractor of Notice of Potential Claim Process  
Exhibit 2: Potential Claim Log |
| DF-38 |  | **Document Transfer/Field Office Close-out** |
| DF-39 |  |  |
| DF-40 | 1.3 | **Revisions to the Resident Engineer’s Manual**  
Exhibit 1: Resident Engineer’s Manual Change Record  
Exhibit 2: Acknowledgment of Receipt |
| DF-41 | 6.3.3 | **Contract Field Sketch Log**  
Exhibit 1: Field Sketch Control Log Form  
Exhibit 2: Field Sketch Sample Drawing (8.5 X 11)  
Exhibit 3: Field Sketch Sample Drawing (11 X 17) |
Purpose and Scope

This directive describes how the JPB delegates authority to its representative, the Resident Engineer to act as the Engineer.

References

Resident Engineer's Manual, Sections 3.2; 4.5.
GP5.1 – Authority of the Owner and Owner's Engineer

Instructions

Upon execution of the contract a letter is prepared by JPB to the Contractor, designating the Engineer for the contract. A sample is shown as Exhibit 1.

When the Engineer designates a Resident Engineer, the Engineer prepares a letter as shown in Exhibit 2.

The JPB Project Manager signs the letter.

The letter is forwarded to the Contractor, with copies to the JPB Chief Development Officer, the Resident Engineer, the JPB Program Manager Construction, and the JPB Project Manager.

Exhibits

Exhibit 1  Sample Limited Notice to Proceed / Delegation of Authority Letter
Exhibit 2  Sample Letter Designating Engineer
Contractor
Address

Attention: Contractor (Signatory Authority)

SUBJECT: Contract No. XX-PCJPB-X-XXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Limited Notice to Proceed

Dear Mr. /Ms. XXXXXX:

In accordance with Article GP8.1, Commencement of Work, this letter shall serve as your firm’s Limited Notice-to-Proceed on the subject contract, effective __________
The administrative planning period will commence as of this date. Your attention is directed to Section 01001, Contract Time and Order of Work, for the specific contract requirements associated with the administrative planning period. Upon completion of the administrative planning period, the JPB will issue the Notice-to-Proceed letter.

XXX XXXXXX is the Project Manager and has been designated as the Engineer with full authority as specified under Article GP5.1 of the Contract.

Sincerely,

Cheryl S. Cavitt
Director, Contracts & Procurement

cc: __________, Contract Officer
    __________, Deputy Director, Capital Program Delivery
    __________, Program Manager, Construction
    __________, General Counsel

bcc: __________, Deputy Director, Engineering Services
DATE

Contractor
Address
Address

Attention: Contractor (Signatory Authority)

Subject: JPB Caltrain
Contract No. XXXXXXX
Contract Title
Designation of the Engineer

Gentlemen:

As the Project Manager for the above-referenced Contract I hereby advise you that ______________ (NAME) has been designated as my authorized representative commonly referred to as the Resident Engineer (RE). ______________ (NAME) and shall have full authority to act as the Engineer in accordance with Article GP5.1 of the General Provisions.

In the absence of the Resident Engineer, the Office Engineer, ______________ (NAME), is designated to act on behalf of the Resident Engineer in accordance with the delegation of authority contained within the Contract and as stated herein.

This designation and delegation of authority is effective as of this date and shall remain in full force and effect until terminated in writing by the Project Manager or other authorized representative.

Very truly yours,

Name
Project Manager

cc: Deputy Director, Capital Program Delivery
Program Manager, Construction
Program Manager [of county]
Resident Engineer
STANDARD MANUALS

Document Control
General Counsel

bcc: Deputy Director, Engineering Services
Manager, Capital Contracts
Program Manager, Capital Projects
Deputy Director, Rail Transportation

DF-01
DF-02 – RESIDENT ENGINEER’S DAILY DIARY

Revision Number: _______ Date: _______

Approved: ___________________________

Purpose and Scope

This Directive describes the maintenance of the Resident Engineer’s Weekly Report.

References

Resident Engineer's Manual, Section 6.1.1

Instructions

The Resident Engineer submits a Weekly Report of project activities from the date assigned to the project. The report must be kept in either handwritten or electronic form.

If in handwritten form the Resident Engineer must write legibly in permanent ink. If in electronic form, the Resident Engineer must use Microsoft Word or Expedition and must save and backup the file after each weekly entry.

The Resident Engineer must record the date; record all items of importance (even of routine matters covered by other reports when circumstances are unusual), conferences with the Contractor or other parties, agreements made, other conditions bearing on the work and any other matters that have a bearing on the history of the contract. No paraphrases or summaries of other written records are acceptable; these records should be referenced only. The entries must be factual only, without conjecture or personal opinion.

An entry is made every day, without blank spaces within or between entries. In the written format, errors are crossed out with a single line and initialed, without obliterating text. Each entry is signed immediately below the last line.

When the work is complete or the Resident Engineer departs from the contract, the Resident Engineer returns the written reports or electronic file to the Project Manager for entry into the project record.

Exhibits

Exhibit 1  Resident Engineer’s Weekly Report
RESIDENT ENGINEER’S WEEKLY REPORT

Report No: _____________
Date: ______________
Start: ___________ End: ______________

Caltrain (Project Name)
Contract No. (Number)

A. SUMMARY OF WORK IN PROGRESS
Controlling Operation:

(Day & Date)
(Day & Date)
(Day & Date)
(Day & Date)
(Day & Date)
(Day & Date)
(Day & Date)

☐ No Exceptions Noted Today
☐ Non-Conformance Report Written

B. ITEMS OF NOTE
1. None at this time.

C. SAFETY ISSUES

Accidents/ Incidents:
Yes ☐ No ☐ Personnel __________________________________________

Yes ☐ No ☐ Equipment __________________________________________
Yes □ No □ Property __________________________________________________________________________

________________________________________________________________________________________

(NAME), Resident Engineer

DF-02
DF-03 – EARLY ACTION LETTER

Revision Number: _______ Date: ______

Approved: __________________________

Purpose and Scope

This directive describes preparation of the early action letter.

References

Resident Engineer’s Manual, Section 4.5

Instructions

The Resident Engineer forwards the early action letter to the Contractor immediately following Notice of Award. *(In the absence of an RE the PM must fulfill this requirement)*

The letter addresses actions that have high priority, are the responsibility of the Contractor, and are stipulated in the contract.

The letter addresses the following articles of the General and Special Conditions as applicable:

- Execution of the contract
- Workers’ Compensation
- Changes
- Temporary utilities
- Correspondence
- Contract documents
- Construction photographs
- Preliminary quality plan
- Facilities for the Engineer
- Construction signs
- Superintendence
- Notice of materials to be used
- Safety Program
- Progress schedules
- Substitution of securities
- Lump sum measurement
- Preconstruction meeting
- Initial construction meeting
DF-03 – EARLY ACTION LETTER (Continued)

- Layout of the construction site
- Plan or program for erosion and sediment control
- Presence of other JPB contractors

- Caltrain On-Track Safety Manual
- Site Specific Work Plans
- Other Action Items Pertinent to the Project

For each item, the contract article is cited, the requirement stated, the time frame specified, and any forms required listed.

The letter also specifies requirements for correspondence and communications (see Directive DF-09 in this volume). Required submittals are listed as well (see Directives DF-22). The content of the letter should also be discussed in the pre-construction meeting (see Directive DF-04).

**Exhibits**

- Exhibit 1 Example of Early Action Letter (Refer to Section 1001, Contract Time and Order of Work, Administrative Planning Period for addition items.)
DATE

CONTRACTOR
ADDRESS

Attention:  NAME
TITLE

Subject:  PROJECT
CONTRACT NO.
SPECIFICS OF PROJECT
Early Action Letter

Gentlemen:

This letter is to advise you of, and to provide a discussion of, several administrative matters required by our contract. I'll not endeavor to cover ~ requirements but will address those items needing administrative action. You are of course, still responsible for ~ requirements of the contract whether discussed herein or not. The following items will also be discussed at the Preconstruction Meeting.

1. Correspondence:
   It is our policy to serialize all correspondence to you, incorporating the contract number (see ref. this letter). It is requested you develop a similar system. As the Resident Engineer, I will be the recipient of all correspondence you initiate under the contract.

   Address your correspondence to:
   NAME
   Resident Engineer
   PROJECT
   ADDRESS
2. Submittal Schedule – Submittal Schedule is submitted and approved in accordance with Section 1300, Submittals and Deliverables.

3. Utilities - GP 4.9: Utilities such as water used during construction must be arranged and paid for by the Contractor or be handled as per the contract documents.

4. Work Site Safety and Security - SP01545: There is a requirement for a written safety program to be submitted within 21 days of the Limited Notice to Proceed. Other safety related requirements of this Article are emphasized.

5. Superintendence by the Contractor - GP 5.7: A letter is required prior to starting work introducing your on-site superintendent. He is required to be on-site during all work. You are, therefore, requested to inform me of other company contacts and phone numbers for emergency situations.

6. Subcontractors - GP 5.8: Please note the requirement for a list of all subcontractors to be used on the job. Separate DBE requirements will be covered later.

7. Labor Compliance - GP 7.2 addresses the labor laws germane to this contract. Records must be kept as required by GP 7.3.3. Please note the anti-discrimination requirement in GP 7.2.2.

8. Permits and Licenses - GP 7.14: All permits and licenses incident to the work are the responsibility of the Contractor.

9. Safety and First Aid - GP 7.20: Safe working conditions are not only desirable and logical they are a contract requirement. The Contractor is responsible for compliance by both his own personnel and his subcontractors.

10. Contract Change Orders - GP 4.3.1: This article requires that all changes to the Contract be in writing. All field instructions should be in writing.

11. Progress Schedules: It is important that the Contractor's schedule be submitted promptly. Refer to Section 01310

12. Notice of Potential Claim - GP 4.2: In the event the Contractor perceives a claim status has developed, he must within 10 days inform the JPB in writing of the potential claim. We must have the opportunity to redefine the perceived direction or, at least, attempt to mitigate the costs involved.
Exhibit 1 – Sample Early Action Letter (Continued)

13. Cost Accounting Records - GP 9.3.3: You are required to keep records throughout the life of the contract plus 3 years to allow examination of them.

14. DBE Requirements – SGP 10 set the DBE requirements. There are herein reporting and recording requirements. Proper forms as applicable are provided. The Contractors participation in the contract DBE requirements are considered as important as any other requirements of this contract. You are, therefore, requested to give them your particular attention. Direct all DBE related matters to the JPB DBE Officer for investigation and coordinated Agency resolution.

15. Progress Payments – GP 9.4 (SGP 9.4 may apply) and SP 01310: The payments will be based on work progress and work activities as defined in the cost-loaded schedule. Payment values will be agreed upon by the Contractor and the Resident Engineer before they are submitted for payment.

16. Project Meetings – SP 01200: After the Preconstruction meeting, weekly meetings are anticipated to discuss work, the three week look ahead, changes and action items. More frequent meetings can be scheduled but probably won’t be needed because of the day-to-day dialogue that is anticipated.

17. Payment of Taxes – GP 7.13: All taxes involved with this project are the Contractor’s responsibility and are considered included in the bid price.

18. Submittals – 01300 – 1.01: Submittal format and requirements are clearly laid out there. You are requested to take action to get all submittals in as soon as possible so action can be taken prior to work being done. We need one reproducible and five prints of each shop drawing and manufacturers’ standard drawings or catalog cuts. One stamped copy of each will be returned. If more than one is desired, add that number to the number submitted.

19. Quality Control – SP 01400: A Quality Plan is required within 28 days after Limited Notice to Proceed. Note also the requirement for designation of a testing laboratory.


21. Mobilization – GP 01505 – 1.02B: Note the timely requirement for resources and facilities at the site to progress the work.

22. Contract Closeout – SP 01700: Note the requirements for final inspection, especially the notice requirement.
Exhibit 1 – Sample Early Action Letter (Continued)

23. Contract Record Documents – 01720 – 1.03: This section has requirements for preparing, maintaining and submitting Contract Record Documents. Partial payments will be affected by their completeness.

You are encouraged to correspond and/or call me at any time regarding the proper execution of the Contract, whether your question is administrative or technical. My E-mail address is xxxxxxx@samtrans.com number is (XXX) XXX-XXXX. It is my desire to help you accomplish a successful project.

Sincerely,

NAME
Resident Engineer

Attachments (examples – must be expanded as required)
1 Monthly Prompt Payment and Utilization Report (to be used for reporting all subcontractor participation including DBEs) *(If required by the General Provisions (GP) or by the Special General Provisions (SGP))*
2 Submittal Summary
3 Contractors Submittal Summary

cc:
JPB Project Manager
Deputy Director, Capital Program Delivery
Program Manager Construction
DF-04 – PRECONSTRUCTION MEETINGS

Revision Number: ________ Date: ________
Approved: __________________________

Purpose and Scope

This directive gives instructions for three types of preconstruction meeting.

References

Resident Engineer's Manual, Section 4.6

Instructions

Preconstruction Meeting

As soon as possible after the Limited Notice to Proceed and the early action letter (per directive DF-03), the Resident Engineer arranges an orientation meeting with the Contractor and prepares the agenda.

The Resident Engineer and representatives from safety, scheduling, engineering, and administration attend this meeting, as do the Contractor's Project Manager, Superintendent, other appropriate staff, and selected subcontractors. A sign-in sheet is used for all meetings and attached to the minutes. The Resident Engineer chairs the meeting.

Topics of discussion should include, but are not limited to, the following:

- Early action letter details.
- JPB personnel, organization and responsibilities.
- Original and final surveys.
- Quality control/quality assurance.
- Public Outreach.
- Insurance, laws, codes, access to site, railroad operations, permits, quality control, inspection, and related items.
- Procedures for processing submittals.
- Monthly estimate cutoff dates.
- Liquidated damages.
- Partial and final payment.
- Review key sections of the Contract Documents.
- DBE and Labor Compliance administrative contractual requirements.
DF-04 – PRECONSTRUCTION MEETINGS

- Contractor will describe Contractor’s (including subcontractors and major suppliers) organization, authority of Contractor’s representative, Contractor’s and subcontractors’ personnel, and briefly describe responsibilities of each.
- Contractor will distribute and discuss the Interim Project Schedule, a list of subcontractors and suppliers, sequence of critical Work, submittal schedule, and the schedule of values.
- Contractor will discuss use of construction area. Use of this area is subject to Engineer’s approval.
- Contractor will define arrangements for safety, first aid, emergency actions, and security.
- Contractor will discuss construction methods, equipment and coordination of work within the provisions of the Contract Documents.
- Contractor will discuss the construction sequencing of the entire Contract, general work site layout, storm water management plans, haul routes, Contractor staging areas, noise, air quality, temporary track and street closing plans.
- Contractor will discuss coordination and notification for utility work.
- Contractor will discuss coordination with the work of subcontractors and procedures for sharing access to the work site with various occupants.
- Contractor will discuss deliveries of major construction equipment and materials.
- Contractor will discuss breakdown of lump sum and unit price items.
- Partnering.

Minutes of the meeting will be drafted by the Resident Engineer, and signed by the Resident Engineer and the Contractor's representative.
DF-04 – PRECONSTRUCTION MEETINGS (Continued)

Utility Meeting

The Resident Engineer arranges a meeting with the responsible representative for each utility, public agency, and local jurisdiction affected by the work. Depending on the scope and on the preference of the utility, this can be a joint meeting or separate meetings. The Resident Engineer prepares the agenda and invites attendees well in advance of the meeting date. The JPB Utility Coordinator shall be invited to attend all meetings.

The agenda includes, but is not limited to, the following:
- Representative to contact (and his authority) for each party present
- Permit requirements
- Scheduling work
- Inspection and acceptance of work
- Schedule for Change Notice distribution to the utilities
- Release and final acceptance

The Resident Engineer chairs the meeting and drafts the minutes. Minutes are distributed to all attendees, with the schedule for Change Notice distribution also sent to the JPB Project Manager.

Insurance and Safety Meeting

The Resident Engineer arranges a meeting attended by the following:

- Contractor Project Manager
- Contractor Safety Supervisor
- JPB Risk Manager
- Safety Engineer
- Resident Engineer
- Insurance carrier (if applicable)

Each representative outlines his role in JPB's Safety and Insurance Program. The Contractor's representatives can ask questions and present the Contractor's safety program. The Resident Engineer chairs the meeting and is responsible for the minutes and the sign-in sheet.

Partnering Meeting

The Resident Engineer arranges a meeting attended by the following:
DF-04 – PRECONSTRUCTION MEETINGS (Continued)

Exhibits

Exhibit 1  Sample of Preconstruction Meeting Agenda
Exhibit 2  Sample of Preconstruction Meeting Sign-up Sheet
Exhibit 3  Sample of Preconstruction Meeting Minutes
AGENDA - PRECONSTRUCTION MEETING

I. Introduction

- JPB
- COMPANY X
- Contractor - COMPANY Z., and Subcontractors
- Others - Amtrak, XX County, NAME's office, Sheriff, Fire
- Project Overview
- JPB personnel, organization and responsibilities
- Contractor personnel, organization and responsibilities

II. Safety

- Public Safety
- Contractor's Safety Representative
- Contractor's Safety Program
- SSWP Process

III. Schedule

- Contract time / Milestones / Anticipated NTP
- Contractor's Schedule
- Work Days and Hours
- Track Access Meeting
- Three Week Look Ahead Schedule

IV. Partnering

- Pre-Partnering meeting 7/21/07, 3-5 PM
V. Administrative

RE Discussion:
- Other meetings - Utility meeting, weekly progress meetings and Safety meeting
- Correspondence/Submittals - Serialize; goes thru RE; write 08YC-125
- RE office location - ADDRESS, CITY, starting DATE
- Permits - to be obtained by Contractor
- Early Actions required - items’ due date based on NTP, Award
- Original and final surveys.
- Quality control/quality assurance.
- Public Outreach.
- Insurance, laws, codes, access to site, railroad operations, permits, quality control, inspection, and related items.
- Procedures for processing submittals.
- Monthly estimate cutoff dates.
- Liquidated damages.
- Partial and final payment.
- Review key sections of the Contract Documents.
- Contractor will describe Contractor’s (including subcontractors and major suppliers) organization, authority of Contractor’s representative, Contractor’s and subcontractors’ personnel, and briefly describe responsibilities of each.
- DBE and Labor Compliance contract requirements.
- Project signs
- All contractual matters must be in writing, and must go through R.E.
- Other Administrative Items

Contractor Discussion:
- Contractor will distribute and discuss the Interim Project Schedule, a list of subcontractors and suppliers, sequence of critical Work, submittal schedule, and the schedule of values.
- Contractor will discuss use of construction area. Use of this area is subject to Engineer’s approval.
- Contractor will define arrangements for safety, first aid, emergency actions, and security.
- Contractor will discuss construction methods, equipment and coordination of work within the provisions of the Contract Documents.
- Contractor will discuss the construction sequencing of the entire Contract, general work site layout, storm water management plans, haul routes, Contractor staging areas, noise, air quality, temporary track and street closing plans.
- Contractor will discuss coordination and notification for utility work.
- Contractor will discuss coordination with the work of subcontractors and procedures for sharing access to the work site with various occupants.
- Contractor will discuss deliveries of major construction equipment and materials.
- Contractor will discuss breakdown of lump sum and unit price items.

VI. General Discussion I Questions & Answers
### DF-04 – Exhibit 2- Sample of Preconstruction Meeting Sign-up Sheet

**Caltrain**

Revision Number: _____ Date:_______

Approved: ______________________

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<th>DATE/TIME</th>
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<th>CONTRACT #</th>
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**SUBJECT**

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DF-04
DF-04 – Exhibit 3 – Sample Preconstruction Meeting Minutes

Revision Number: _______ Date: _______

Approved: ___________________________

Meeting: Preconstruction Meeting XXXX-XXXX: DATE

Subject:
Contract NUMBER
Meeting Report
Preconstruction Meeting

Date, Time, Place: File: FILE NUMBER
DATE
TIME
AGENCY
ADDRESS

Originated By: Recorded By:
NAME NAME

Participants:
See attached sign-up sheet.

Meeting Highlights:
An agenda was used. See attached agenda. Action Items below

Agenda Item No.1: INTRODUCTION
NAME opened the Meeting and introduced himself as the Resident Engineer for this contract from the construction management team of COMPANY X.

JPB is the “owner” of this contract. JPB has hired _____ as the General Engineering Consultant to manage the design JPB Project. JPB in turn hired COMPANY X to manage the construction of the PROJECT
-NAME is the “Engineer” on this contract and the PROJECT NAME Resident Engineer for JPB.

- NAME, the Project Manager for the PROJECT NAME is with JPB.
- NAME is the Program Manager Construction Management with JPB and will be JPB’s representative in the field. He will oversee this contract and several others on this project.
- NAME is the Project Engineer and has been the lead person for design on this contract. He will be handling the Contractor’s submittals from the Resident Engineer.
- NAME, of COMPANY X: Constr Mgr of all COMPANY Contracts; RE’s manager
2. Agenda Item NO.2: SAFETY
Public Safety is a major concern of many of the parties represented here today. The safety of the construction site personnel is also a major concern. NAME will be the Contractor’s on site Safety Representative. The Contractor’s safety program is an important item and is due within 21 days after LNTP. Contractor should note specific requirements in the contract for this program.

3. Agenda Item No.3: SCHEDULE
The contract time is ___ days. There is a Contract Milestone at ___ days for ___. Liquidated Damages for the Milestone is $___ per day. Liquidated Damages for the whole job is $___ per day. The Baseline Schedule is due within 28 days of Limited Notice to Proceed. A Baseline Schedule Review meeting will be held within 10 days of receipt of the Baseline Schedule. The final schedule is due within 45 days of Notice of Award. We will need a Progress Schedule every month and the Three-Week Rolling Schedule every week. All subcontractors’ work must be on these schedules.

4. Agenda Item No.4: PARTNERING
The pre-partnering meeting will be ______, @ _____ PM at JPB’s office. PROJECT MANAGER scheduled a Partnering meeting with COMPANY Z and JPB in LOCATION for DATE(S).

5. Agenda Item No.5: ADMINISTRATION
The Initial Construction Meeting will be within 7 days of Limited Notice to Proceed (LNTP). The Resident Engineer will also arrange a utility meeting. Representatives from XXXX County, the Contractor’s safety engineer, and other representatives from the utility companies will attend these meetings as appropriate. An effort will be made to consolidate meetings as much as possible.
Correspondence & Submittal: We need five copies and one reproducible of submittal shop drawings. All correspondence must also have the contract number, xxxx-xxx written on the documents.

The R.E. will be located at the LOCATION: ADDRESS, CITY. COMPANY will move in sometime next week. CONSTRUCTION ENGINEER will have an office there as well.

Permits: Permits will need to be obtained by the Contractor. Identify permits needed and any contact persons or status of JPB activities towards acquiring these permits.

Early Action due dates are based on the Notice to Proceed. Some items on the Early Action Letter will be discussed in the Initial Construction Meeting. Other administrative items discussed include DBE record requirements, labor compliance requirements, the JPB project sign, and the Quality Control Plan. All contractual matters must go through the RE unless instructed otherwise by the Contracting Officer.

6. Agenda Item No.6: GENERAL DISCUSSION/QUESTIONS & ANSWERS

Submittals: The turn around time for submittals is 14 days; however, the submittal will be processed as soon as possible. The submittal flow will be from COMPANY X to RE NAME. RE NAME will send the submittal to JPB. After JPB’s engineer’s review the submittal, they will send it to RE NAME who will forward it to the Contractor. We will process submittal as quickly as possible. Any submittal critical to the schedule should be noted on the submittal. The R.E. will endeavor to expedite these submittals. The submittal must be in the specified format and copies.

Insurance: The contractor will make the safety manual available to all subcontractors. NAME stated that insurance coverage will be available to the prime contractor and subcontractors of every tier. However, subcontractors must enroll in the program. The contractor made copies of the forms from another JPB job and gave them to the subcontractors already. The contractor will check to make sure the forms for this contract are the same as the forms the subcontractors have.

Action: NAME, COMPANY X

Change Notice: PROJECT MANAGER NAME explained that there will be some minor changes to the contract. The first one is that the signs will change to Caltrain-type signs. Other minor changes include traffic, and the drainage inlet box. A change notice will be issued. JPB has developed a good working relationship with Caltrain’s on a previous XX bridge project and would like to maintain this relationship.

Relevant Dates: The Resident Engineer will transmit conformed drawings to the contractor today after this meeting. The Notice to Proceed might be issued next week. The contractor stated that there is equipment located where the contractor’s trailer is to be located. PROJECT MANAGER NAME requested that NAME find out when it will be moved.
DF04 – Exhibit 3 – Sample Preconstruction Meeting Minutes (Continued)

**Action: NAME, Caltrain, and RE, COMPANY X**

NAME advised the Contractor that any questions concerning the Contractor's work on the railroad will go through the RE and he will contact Caltrain.

There will be weekly construction meetings with the Contractor. JPB and _____ County representatives have an open invitation to attend these meetings. NAME stated that a Caltrain’s representative will attend these meetings.

The meeting adjourned at 10:45.
DF - 5 – NOT USED
Purpose and Scope

This directive describes labor compliance requirements, DBE participation and subcontractor reporting.

References

General Provisions Article GP 7.2, 7.3 and GP9.4
Supplemental General Provisions SGP7.2.3, SGP7.3.3.1, SGP7.3.5, SGP11.11, SGP11.12 and SGP11.13
Resident Engineer's Manual, Section 5.2, 5.3 and 5.4
Participation by Disadvantaged Business Enterprises in Department of Transportation Program (49 CRF, Part 26)

Instructions

Fair Employment Practices

Generally, the Resident Engineer's responsibilities in this field include:

- Verify that all first-tier subcontractors have been notified by JPB of California Fair Employment Practices Commission (FEPC) requirements, including those first-tier subcontractors coming onto the job after work starts.

- Upon protests of Contractor noncompliance with FEPC requirements, or suspicion of protests, immediately inform the JPB Project Manager who informs the JPB Labor Compliance Officer.

The Resident Engineer's action is limited to gathering of all pertinent facts.

The Resident Engineer verifies that the Contractor has posted a copy of the prevailing rates of wages at the jobsite.
The Contractor is required by State Code to maintain accurate payroll records. These records are open to inspection by the JPB or the State. Copies of the certified payrolls are required to be submitted by the Contractor directly to the JPB Labor Compliance Officer each week.

It is JPB’s policy to encourage the use of apprentices on JPB contracts. The Contractor is responsible for securing the necessary certificates. The Contractor must require all subcontractors to comply fully with the State Code regarding apprentices.

These requirements apply only to contracts that do not involve Federal funding. Supplemental Conditions included in contracts address comparable requirements for projects receiving Federal funding. Federal regulations require that certified payrolls be submitted weekly.

Payrolls are submitted weekly by the Contractor and each subcontractor within 10 days of the regular progress payment date of the Contractor. The form shown as Exhibit 1 assists both the Resident Engineer and the Labor Compliance Officer to ascertain what payrolls and accompanying reports should be received and on file.

Disadvantaged Business Enterprise (DBE) Participation

***(If required by the General Provisions (GP) or the Special General Provisions (SGP))***

The JPB Instructions to Bidders require the Contractor to list in the bid all subcontractors, including DBE’s proposed to participate in the contract. The Resident Engineer verifies this list after contract award and communicates any discrepancies to the JPB DBE Officer.

The JPB DBE Officer will monitor each project for DBE program compliance.

The Resident Engineer, when reviewing the list of subcontractors, checks for subcontractor utilization and reports any discrepancies in the non-use of a listed subcontractor or the use of new subcontractors added to the project after contractor award to the DBE Officer. The Program Manager Construction, the Contractor, and the DBE Officer are advised in writing of any instances of noncompliance by the Contractor in its use of subcontractors.

The Resident Engineer promptly notifies the Program Manager Construction and the DBE Officer of any problems, potential or actual, or disputes that could affect DBEs on the contract. The Resident Engineer’s responsibilities are limited to gathering facts. The DBE Officer will look into issues and conduct an extensive investigation, and recommend a resolution to JPB management for implementation. The DBE Officer shall communicate to the Resident Engineer instances of Contractor non-compliance with the DBE program and the Resident Engineer shall assist the DBE
DF-06 – LABOR AND SUBCONTRACTING COMPLIANCE REQUIREMENTS
(Continued)

Officer in enforcing Contractor compliance with the program. The Contractor shall submit the Monthly Prompt Payment and Utilization Report (shown as Exhibit 2) with the monthly pay estimate and certifies that it is correct. The Resident Engineer forwards a copy of the utilization report to the DBE Officer.

The Contractor shall submit a final Monthly Prompt Payment and Utilization Report within 10 days after the Notice of Substantial Completion. The Resident Engineer forwards a copy to the Program Manager Construction and DBE Officer.

Subcontractor Reporting

The Resident Engineer should obtain a copy of the list of subcontractors submitted with original bid. (Award of the Contract automatically approves these subcontractors.) The Resident Engineer monitors the subcontractors actually on the site against the bid list. Discrepancies or requests to change subcontractors are reported to the Program Manager Construction, Project Manager and the DBE Officer.

The Contractor is responsible for the performance of all subcontractors and vendors. If a subcontractor or vendor fails to perform the work satisfactorily, the Resident Engineer must notify the Contractor to correct the deficient performance. No contractual relationship can exist between subcontractors or vendors and JPB.

When required by the contract, the Contractor provides the Resident Engineer with copies of all conformed subcontracts and vendor agreements. Price agreements are not required except as necessary to support percentages of the work subcontracted or in support of claims and changes.

Exhibits
Exhibit 1 Weekly Status Contractor and Subcontractor Working on Project
Exhibit 2 Monthly Prompt Payment and Utilization Report Cover***
Exhibit 3 Monthly Prompt Payment and Utilization Detail Breakdown***
## WEEKLY STATUS - CONTRACTOR AND SUBCONTRACTOR WORKING ON PROJECT

<table>
<thead>
<tr>
<th>CONTRACTOR AND SUBCONTRACTORS</th>
<th>CHECK IF CONTRACTOR WORKED THIS WEEK</th>
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WEEK ENDING ________________ , 20____  CONTRACT: ________________

NAME OF PRIME CONTRACTOR  ________________

RESIDENT ENGINEER  ________________    DF-06
# Monthly Prompt Payment and Utilization Report Cover

**For Official Office Use Only**

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1. Invoice No. & Date: 
3. Reporting Period: FROM: TO:
4. Contract Number: 
5. Construction ____ Professional ____ Service ____ Supply ____
6. Contractor's Business Name, Address & Telephone Number: 

7. Date of Contract Award: 
8. Scheduled Date of Completion: 
9. Original Contract Amount: 
10. Current Contract Amount: 

   *(state amount & date of most recent modification)*
11. Total Amount Received To Date: 

I certify that the information furnished with respect to subcontractor performance is correct to the best of my knowledge and represents the current status of the prime contractor with the subcontracts for the designated period covered by this report.

This information documents and the information contained herein is proprietary to [place prime contractor name here] and shall not be disclosed to any third party or used for any purpose other than in connection with the Department of Transportation's regulations of 49CFR Part 26.

(SEE ATTACHED SHEET FOR PAYMENT BREAKDOWN)

<table>
<thead>
<tr>
<th>Company Official's Signature &amp; Title</th>
<th>Date Signed</th>
<th>Name &amp; Title of Individual Completing Report</th>
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**DF-06**
## PENINSULA CORRIDOR JOINT POWERS BOARD

**MONTHLY PROMPT PAYMENT/UTILIZATION REPORT**

<table>
<thead>
<tr>
<th>CONTRACT NUMBER/PROJECT TITLE</th>
<th>REPORT NO</th>
<th>PERIOD From</th>
<th>To</th>
<th>TOTAL CONTRACT AWARD AMOUNT</th>
<th>PROJECT COMPLETED</th>
<th>AMOUNT &amp; PERCENTAGE</th>
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<tbody>
<tr>
<td>NAME OF PRIME CONTRACTOR/CONSULTANT/CONTRACTOR:</td>
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**Description of Work Performed or Materials/Equipment Provided**

<table>
<thead>
<tr>
<th>List of all Subcontractor/Subconsultant/Supplier</th>
<th>Description of Work Performed or Materials/Equipment Provided</th>
<th>DBE Firm* (Yes or No)</th>
<th>Total Amount Paid To-Date Before This Report</th>
<th>Amount Paid THIS REPORT (b)</th>
<th>Date of Payment</th>
<th>Total Amount Paid To-Date (c) = (a) + (b)</th>
<th>Reason Paid By Contractor (Reason)</th>
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</thead>
</table>

**List of all Subcontractor/Subconsultant/Supplier**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
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**Certified DBE Firm**

*Firms must be certified or accepted as certified by the JPB in order to obtain DBE designation

<table>
<thead>
<tr>
<th>NAME/TITLE OF PERSON COMPLETING FORM:</th>
<th>TELEPHONE:</th>
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I CERTIFY THAT THIS INFORMATION IS COMPLETE AND CORRECT:

_________________________________________  __________________________
SIGNATURE                                      DATE

**TOTAL**
Purpose and Scope

This directive describes methods for controlling contract drawings and revisions thereto.

References

Resident Engineer's Manual, Section 6.3.1.

Instructions

All drawings issued with the Invitation to Bid, except JPB standard drawings, are marked Revision A in the revision block. Further revisions resulting from Change Notices or addenda are indicated by consecutive letters in the revision block. Revisions resulting from field sketches are not reflected in the revision block.

The original contract drawings' revision letters are entered in the Drawing Control Log (Exhibit 1), which is completed as soon as possible after Notice of Award.

Revised sheets announced by Change Notices are logged ~ after the Change Order is approved. Superseded drawings and specifications, so marked, are retained as project records.

The Resident Engineer obtains copies of drawing control records from the Project Manager at regular intervals. The Resident Engineer verifies that up-to-date documents are being used, and if not, requests new drawings or specifications from the JPB Project Manager.

Exhibits

Exhibit 1 Drawing Control Form
DF-07 – Exhibit 1- Contact Drawing Log

Revision Number: ________
Date: __________
Approved: ________________________

DRAWING CONTROL

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<th>DRAWING NO.</th>
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<th>CONF. REV.</th>
<th>REV A</th>
<th>REV B</th>
<th>REV C</th>
<th>REV D</th>
<th>REV E</th>
<th>REV F</th>
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DF-08 – Track Access, SSWP and Request to Work

Revision Number: _______ Date: _______
Approved: ___________________________

Purpose and Scope

This directive gives instructions associated with any work within the operating JPB system.

References

Resident Engineer’s Manual 6.4, 8.2
SP01040, Work Hours and Track Access; SP01545; Work Site Safety and Security
Caltrain On-Track Safety Plan
Caltrain Standard Procedures for Track Maintenance and Construction

Instructions

The Standard Operating Procedure for Track Usage (Appendix B) describes the procedure to obtain use of a track. The track usage request approval cycle is six weeks, which takes into consideration the once-a-week-only meetings.

The Contractor prepares a detailed work plan, a Site Specific Work Plan (SSWP), for each access to the operating system. The SSWP describes each work item, the time frame (by the hour) to accomplish it, and the manpower and equipment required. There is a contingency plan at each stage of the work for conversion back to the operational mode. The SSWP shall be initially submitted to the responsible Resident Engineer at least six weeks before the week the work is proposed to start. The SSWP must receive the concurrence of the Resident Engineer. A prime consideration is the Contractor's state of readiness, as demonstrated by the Resident Engineer. However, JPB operation and maintenance plans may also affect the decision. The JPB Project Manager retains the right to withdraw a SSWP at any time.

The SSWP(s) and the Requests to Work are presented at the weekly Track Access Meeting for scheduling and acceptance. A final determination is made as to whether the work can proceed as planned at the Weekly Operations meeting with the Operator of Record.

Before returning the system to normal operation, all activities listed on the SSWP are completed and initialed. These activities include testing the work performed under the SSWPs, completing any cut-in work, and operating a "test" train.

The Contractor submits a completed Request for Work (shown as Exhibit 2) to the Resident Engineer a minimum of three (3) weeks in advance of the requested date.
Exhibits

Exhibit 1  Site Specific Work Plan (SSWP)
Exhibit 2  Request to Work
Memorandum

August 6, 2008

To: Distribution

From: Michelle Bouchard, Deputy Director, Rail Transportation
Liria Larano, Deputy Director, Capital Program Delivery
Steve Shelton, Amtrak Superintendent of Commuter Operations

Subject: Procedure for Access to the Operating Envelope

Please review and comply with the attached memo outlining the procedure for gaining access to the Operating Envelope and allocating resources for Construction and Maintenance support through the Work Plan Process.

It is imperative that all involved in operations, construction, or maintenance activities follow and understand the process outlined. This process will ensure that resources will be used as efficiently as possible as well as ensure the safety of employees and customers.

Failure to follow the process can result in projects being delayed. Disruptions to our service to customers due to construction or maintenance activities will not be tolerated.

By following the attached procedure Caltrain can continue to improve and expand safely and efficiently, with a customer service record to be proud of.

Michelle Bouchard,
Deputy Director, Rail Transportation

Liria Larano,
Deputy Director, Capital Projects Delivery

Steve Shelton,
Amtrak Superintendent of Commuter Operations
Process for Work Plan Approval and Access to the Operating Envelope
August 6, 2008

In order to coordinate various activities that must have access to the Operating Envelope (meaning the tracks, stations, right of way, etc.) and ensure that all work is done efficiently and safely, the following procedure will be followed:

Six weeks before an activity is planned to occur a detailed work plan must be submitted to the JPB Program Manager, Construction Services for review. This Work Plan will be reviewed by JPB Construction, JPB Engineering, JPB Operations, and Amtrak Operations. Any comments, corrections or questions, must be returned to the requestor within 5 working days.

If the questions and/or concerns raised in the first review are answered before the fourth week before the planned activity, the Plan may be forwarded for inclusion in the 3 Week Look Ahead meeting.

Any requests for Work Trains or Test Trains must be made at least 3 weeks before the move is needed. More advanced notice is preferred if possible.

The 3 Week Look Ahead meeting will determine the Operating Envelope access requirements, the Amtrak / JPB resource requirements, and the priorities of the various projects submitted.

Changes to the 3 Week Look Ahead plan can be made only by the JPB Track Access Manager or the Operations Liaison on an emergency basis.

See attached chart for authorization positions and timing requirements:

Attachment –Process for Work Plan Approval and Access to Operating Envelope – August 6, 2008

<table>
<thead>
<tr>
<th>6 Weeks Prior to week of execution</th>
<th>JPB Track Access Manager Tom Fitzgerald (<a href="mailto:fitzgeraldt@samtrans.com">fitzgeraldt@samtrans.com</a>)</th>
<th>JPB Construction Operations Liaison Joe Metzler (<a href="mailto:metzlerj@samtrans.com">metzlerj@samtrans.com</a>)</th>
<th>JPB Operation-Construction Coordinator Will Hastings (<a href="mailto:hastingsw@samtrans.com">hastingsw@samtrans.com</a>)</th>
<th>Amtrak Construction Trainmaster Lee Guillory (<a href="mailto:GuilloL@Amtrak.com">GuilloL@Amtrak.com</a>)</th>
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<tr>
<td>submit Work Plan to:</td>
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<tr>
<td>Within 5 working days</td>
<td>Responses from above delivered</td>
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<td>3 Weeks Prior to execution:</td>
<td>Have Approved Work Plan (per Construction Management process) presented to Three Week Look Ahead / SSWP Meeting through Tom Fitzgerald</td>
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<td>Execute Plan</td>
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SSWP Application Process

The attached SSWP template is to be used with all future SSWP Applications. Using this form will help speed up the process and reduce the amount of correction that have to be made at the weekly SSWP meeting. The procedure for gaining access to the Operating Envelope remains the same (see attached Memorandum date August 6, 2008). The form will be submitted just as before. Make sure that it is filled out completely and correctly before submitting. Each work activity / location requires a separate line. Work that is around the clock requires a separate line for day and night work. Work that is system wide but of the same nature can go on one line.

The each field is to be filled out as follows:

Project # - Any request for Amtrak support must have an active project # or support will not be provided.

Mile Post – This designate the limits of the work area. It is not the Form B / Form C limits.

City – The City or Cities that are with in the Mile Post given

Tracks – Indicate which tracks if any will be affected by the work. If no tracks will be affected by the work indicate which track/s is adjacent to the work.

Type Of Work – Give a brief description of what is to be done. Keep it brief the detailed description goes in the work plan which should already be approved before this form is submitted.

Days of the week – Enter any of abbreviations from the lower right of the form that applies for any given day.

24-Hour Clock Shift – This is the time from Mobilizing to shut down the work will be performed. It is not the Form B / Form C hours.

On Track Protection – Indicate what type of on track protection being requested.

Notes – In the notes column if on track protection is being requested state the type of protection, the track/s affected, the limits of the protection, and the duration in this format

Form C MT-3
MP 46.6 to MP 47.2
M – F 22:00 to 06:00

Additional notes may be added like place to meet for job briefings, if the line is a place holder, time work trains are need at the site, etc.
DF-08 – Track Access, SSWP and Request to Work (Continued)

Approved Work Plan – 99% of the time this box should indicate YES.

Request Info – This should be the initials of the PCJPB representative for the work activity.
## WORK ON OR ADJACENT TO OPERATING RAILROAD
### NORTH END MP 0.0 to MP 24.51

#### Week #

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<th>TYPE OF WORK</th>
<th>24-Hour Clock Shift</th>
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**NOTES**

### AMTRAK
- EIC, Watchman, Maintainer
  - With Amtrak
  - Nextel Radio Numbers

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<thead>
<tr>
<th>REQUEST INFO</th>
<th>AMTRAK</th>
<th>CONTRACTOR-SUPPLIED WATCHMAN</th>
<th>CSW</th>
<th>S</th>
<th>SCO</th>
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**Form B**

**Form C**

**Track & Time**

**NOTES**

**Approved Work Plan? Y/N**

**24-Hour Clock Shift**

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<th>AMTRAK</th>
<th>CONTRACTOR-SUPPLIED WATCHMAN</th>
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**Request Info**

**NIGHT WORK**

**LOCATION**

- **MT 1**
- **MT 2**
- **MT 3**
- **MT 4**

**LINE#**

**PROJECT#**

**CONTRACTOR**

**Mile Post**

**City**

**TYPE OF WORK**

- **24-Hour Clock Shift**
- **Form B**
- **Form C**
- **Track & Time**
- **NOTES**
- **Approved Work Plan? Y/N**

**AMTRAK**
- EIC, Watchman, Maintainer
- With Amtrak
- Nextel Radio Numbers

**CONTRACTOR-SUPPLIED WATCHMAN**

- CSW:
  - Contractor-Supplied Watchman

**SCHILD**

- S:
  - Signal Inspector

**AMTRAK**
- EIC, Watchman, Maintainer

- With Amtrak
- Nextel Radio Numbers

**REQUEST INFO**

- CSW:
  - CSW - Contractor-Supplied Watchman

- S:
  - S - SCO

- Z:
  - Z - Stabilization Train

- E:
  - E - Signal Tech

- W:
  - W - Watchman Amtrak

- WC:
  - WC - Watchman Coordinator

- P:
  - P - Pilot

- R:
  - R - Radio

- Tech

- X:
  - X - Flagman Amtrak; EIC

- T:
  - T - Work Train

- UP:
  - UP - Flagman UPRR

- O:
  - O - Work - No Protection Required

- WC:
  - WC - Watchman Coordinator

- WC:
  - WC - Watchman Coordinator

- WC:
  - WC - Watchman Coordinator

- WC:
  - WC - Watchman Coordinator
WORK ON OR ADJACENT TO OPERATING RAILROAD
SOUTH END MP 24.51 to END OF PCJPB
PROPERTY MP 52.00

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REQUEST TO WORK PLAN APPLICATION

SSWP Submittal #: 

APPLICANT: 

ADDRESS:

E-mail Address: 

TELEPHONE: FAX: Cell: 

LOCATION of PROJECT SITE: 

PROJECT SITE CONTACT: 

DATE(S) REQUESTED: 

DAILY WORK HOURS: 

CLEARANCE TO NEAREST RAIL OF OPERATING TRACK:

DESCRIPTION OF WORK TO BE PERFORMED:

EQUIPMENT TO BE USED IN THE CONSTRUCTION:

EXCAVATION WITHIN THE RAILROAD ZONE OF INFLUENCE: YES NO

IF SO APPROVED SHORING ATTACHED: YES NO

SAFETY CONSIDERATIONS:

NOTE:

1. In order to schedule Inspections, Locating, and/or Protection, return this form, fully completed, to the SSWP Committee by 4:00 PM on FRIDAY, three weeks preceding work. The week begins Monday.
2. Work that requires shoring must include all shoring drawings, stamped and approved by a Registered Civil Engineer and bearing the approval of the JPB.

3. Failure to complete this form accurately may be cause for this project to be delayed or shut down.

1. Submit by email to the SSWP committee. sswp@samtrans.com.

<table>
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<th>APPROVED</th>
<th>DATE</th>
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DF-09 – COMMUNICATIONS

Purpose and Scope

This directive specifies methods for preparing and handling correspondence and other communications.

References

JPB Document Control Manual
Resident Engineer's Manual, Section 5.6 and 11.

Instructions

Correspondence, transmittals electronic mail (E-mail), photographs, and written notes are filed as permanent records. Conferences, telephone calls, and discussions are substantiated by memos-to-file or in RE diaries that state the date, location, parties involved, and subject, followed by a summary of important points. Meetings are documented by minutes and sign-in sheets. The memos-to-file, RE diaries and meeting minutes are also permanent records.

Letters to the Contractor have the JPB logo, and are addressed to the Contractor's designated representative. They include the contract number, serial number of the letter, a description of the subject (one line), and file number(s). The return address is that of the Resident Engineer's (field) office, and is indicated under “Address Reply Care of”. If the letter replies to previous communication, this communication is referenced by date and letter number in the response. A sample is shown as Exhibit 1.

The Resident Engineer signs these letters, but the Project Manager may sign if the Resident Engineer is absent. Others may be designated to sign, indicating “for” in the signature block, which contains the Resident Engineer's name and title.

Enclosures are clearly identified by title, date, revision numbers, and other data. Distribution is indicated on the file copy, and outgoing correspondence is logged in the Correspondence Log - Outgoing shown as Exhibit 2.

Correspondence from the Contractor is logged in, and cross-referenced. It is then handled as described in Procedure PF-20, Contractor Submittals. Communications to JPB are signed by the JPB Project Manager. Communications to utilities or jurisdictional agencies are signed by the Project Manager, as are other communications to third parties.
DF-09 – COMMUNICATIONS (Continued)

Correspondence within JPB is by JPB memorandum and not distributed outside Distribution for outgoing correspondence is as follows:

- Original to Expedition Receiver chronological file
- Copy to JPB Project Manager
- Copy to Program Manager Construction Management
- Copies to JPB departments who have a specific interest
- Copy to Resident Engineer

Incoming correspondence (except mail marked personal or confidential) is opened by a designated individual, who date-stamps the original and the copy (without covering the signature or the subject matter). It is then logged in the Expedition Log Received shown as Exhibit 3. Additional copies are made to be distributed as follows:

- Original to Expedition file
- Copy to JPB Project Manager
- Copy to Program Manager Construction Management
- Copy to JPB department heads as necessary
- Copy for routing, preparation of response, and permanent filing in subject file

All incoming correspondence of substance is answered within ten days of receipt by one of the following:

- Acknowledgment or receipt
- Interim reply (when the response depends on information from outside JPB)
- Reply in full

Exhibits

Exhibit 1  Transmittal Form
Exhibit 2  Sample Letter
Exhibit 3  Correspondence Log-Outgoing (NOTE: Optional if Expedition Reports and Search are sufficient)
Exhibit 4  Correspondence Log-Incoming (NOTE: Optional if Expedition Reports and Search are sufficient)
Resident Engineer’s Manual

STANDARD MANUALS

DF-09 – Exhibit 1 – Transmittal Form

PCJPB
4000 Campbell Avenue
Menlo Park, CA  94025

PROJECT:                  DATE:

TO:                      REF:

ATTN:

WE ARE SENDING:                      SUBMITTED FOR:
☐ Shop Drawings                      ☐ Approval
☐ Letter                            ☐ Your Use
☐ Prints                            ☐ As Requested
☐ Change Order                      ☐ Review and Comment
☐ Plans                             ☐
☐ Samples                           ☐
☐ Specifications                    ☐ Attached
☐ Other:                            ☐ Separate Cover Via:

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<tr>
<th>Document Number</th>
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<th>Action</th>
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<td>(Submittal #)</td>
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Sent by  ____(signature)______
Date  ______________________

Received by  ____ (signature)____
Date  ______________________

CC: Document Control
PM

Revision 2     Page 5 of 336
DATE

COMPANY
ADDRESS
ADDRESS 2

Attention: NAME
Project Manager

Reference: CONTRACT NUMBER
File/Tracking NUMBER

Subject: Contract NUMBER
Sequence #
Change Notice No. XXX
Request for Cost Proposal

Dear NAME:

Enclosed please find two (2) copies of Change Notice No. XXX. Please prepare and submit a cost proposal within ten (10) days of receipt.

Sincerely,

NAME
Resident Engineer

CC: XX:xx
Enclosures: Change Notice No. XXX to
Contract XXXX-XXX – two (2) copies
### OUTGOING CORRESPONDENCE LOG

**CONTRACT NO.** ____________________ **CONTRACT:** ________________________________ **SHEET ___ OF ___**

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DF-09
DF-09 – Exhibit 4 – Correspondence Log-Incoming (NOTE: Optional if Expedition Reports and Search are sufficient)

INCOMING CORRESPONDENCE LOG

**INVOICE NO.** _______________________ **CONTRACT:** ________________________________ **SHEET ___ OF ___**

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</tbody>
</table>
Purpose and Scope

This directive gives directions for safety-related activities.

References

Resident Engineers manual section 8
Special Provisions, Section 01545 Work Site Safety and Security
General Provisions, Article GP 7.20
Caltrain On-track Safety Plan

Instructions

Accidents

See Caltrain On-Track Safety Plan, Personal Injuries and Accidents

Record Keeping

The Resident Engineer keeps the following records:

- First Aid Log (Exhibit 1) for all incidents where first aid was given.
- Cal/OSHA 300 Log in rough form for project only
- Copies of State of California forms
  - Employee's Claim for Workers' Compensation Benefits (submitted within 48 hours of the incident)
  - Employer's Report of Occupational Injury or illness (filed after doctor's examination)

The Resident Engineer prepares a report and submits required forms for any employee injured on the job site for which he is responsible. The Resident Engineer will report all accidents and incidents to the JPB Construction Safety Officer.

Contractor's Safety Program

The Contractor is required to submit a Health and Safety Plan within 21 days after the Limited Notice to Proceed. The Resident Engineer, the JPB Safety Officer Rail, JPB Project Manager and Program Manager Construction will review this plan for compliance with contract terms, JPB Operations Rules and Procedures Manual, and applicable laws and regulations. This plan must be reviewed and approved prior to issuance of a Notice to Proceed and commencement of site work.
**DF-10 – SITE SAFETY AND SECURITY (continued)**

The Resident Engineer must monitor the Contractor’s compliance with the Health and Safety Plan and the compliance of that plan with applicable requirements. The Resident Engineer uses the Construction Safety Survey Form as shown in Exhibit 2 to recommend remedies for unsafe conditions or safety violations found during daily jobsite inspections or a periodic safety survey (see Directive DF-05, Insurance). These unsafe conditions are entered into TransitSafe Corrective Actions module. Any items that are not immediately corrected are tracked to completion by the Resident Engineer. The Resident Engineer responds to continued or deliberate violations of safety requirements by contacting the Program Manager Construction. A list of outstanding TransitSafe Corrective Actions is discussed at the weekly construction progress meeting.

The Resident Engineer or his designated representative attends the Contractor’s daily job briefing and tailgate safety meetings to ensure that they are well planned and informative. If subcontractors hold their own tailgate safety meetings, the Resident Engineer or his representative will attend in rotation. For each meeting attended, a Construction Safety Survey Form (Exhibit 2) will be completed, giving agenda topics and attendance.

**Reports from Contractors**
The Contractor must give the Resident Engineer copies of the following:

- Monthly summary of injuries and man-hours lost due to injuries
- Accident reports
- Weekly safety meeting minutes
- Immediate reports of any and all deaths, injuries, incidents (near misses), and damage to property
- Periodic (quarterly), annual and quadrennial crane inspection reports
- OSHA, FRA or CPUC citation notices
- Updates chemical lists (MSDS)

**Monthly Safety Meetings**
The Resident Engineer conducts two monthly safety meetings, the first one with his staff and the second with the Contractor. These shall be documented and entered into the document control system.

**Safety Inspections**

The Resident Engineer is responsible for daily jobsite safety inspections. Corrective action recommendations are recorded on the Construction Safety Survey Form (Exhibit 2). Copies of the recommendations should be faxed to JPB Construction Safety Officer the same day. Periodic safety surveys are made by the JPB Construction Safety Officer, accompanied by the Contractor’s Safety Superintendent. Observations are recorded on the Construction Safety Survey Form (Exhibit 2) and entered into TransitSafe Corrective Actions module. The Resident Engineer has 72 hours from receipt of this form to report on corrective actions taken.
Hazardous Waste
If the Contractor encounters what may be hazardous waste, the Contractor alerts immediately the Resident Engineer, who investigates.

The Resident Engineer notifies his or her staff in writing concerning the potential hazard and alerts the JPB Project Manager and the JPB Construction Safety Officer.

Work on Trackways
See Directive DF-39, Work on the Operating JPB System, for contracts that interface with existing operating trackways.

Exhibits
Exhibit 1 First Aid Log
Exhibit 2 Construction Safety Survey
DF-10 – Exhibit 1 – First Aid Log

Revision Number: ________
Date: ________
Approved: ______________________

FIRST AID LOG

<table>
<thead>
<tr>
<th>Date of Injury</th>
<th>Type of Injury</th>
<th>First Aid Provided</th>
<th>How/Where Injury Occurred</th>
<th>Corrective Action (y/n)</th>
<th>Corrective Action</th>
</tr>
</thead>
</table>
DF-10 – Exhibit 2 – Construction Safety Survey

Revision Number: 
Date: 
Approved: 

### CONSTRUCTION SAFETY SURVEY

<table>
<thead>
<tr>
<th>CONTRACT NO.</th>
<th>LOCATION</th>
<th>REPORT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>RECOMMENDATION</th>
<th>SAFETY REG. REF.</th>
<th>ACTION TAKEN AND/ OR DATE COMPLETED</th>
</tr>
</thead>
</table>

SURVEY MADE BY

________________________________________

TITLE ________________________________

DATE ________________________________

CONTRACTOR’S REPRESENTATIVE

________________________________________

DATE ________

RESIDENT ENGINEER

________________________________________

DATE ________
This directive gives methods for handling and recording surveys, as well as keeping records.

**References**
Resident Engineer's Manual 6.5  
General Provisions, section GP5.5  
Special Provisions, Section 01050 Field Engineering  
Handbook of Survey Note-keeping, (Pafford, 1962; John Wiley & Sons)

**Instructions**
The Contractor performs surveys as specified in the General Provisions and/or Special provisions of the Contract Documents.

The Resident Engineer confirms, in writing, that the Contractor has checked the primary control before work starts. If the primary control is disturbed by the Contractor, the Resident Engineer requests a check and, if necessary, replacement of the monuments from the JPB project survey crew. The Contractor will be back charged for these services.

The Resident Engineer coordinates all survey checks, noting each request in the Survey Log, shown as Exhibit 1. His estimate of the time required accompanies the request. The Resident Engineer notes the dates and actual field hours of the survey crew in the log. These spot checks will cover the following:
- Layout
- Movement Detection Markers
- Measurement for payment quantities
- Monuments before passenger platforms are installed.

Requests for other types of survey must first be approved by the JPB Project Manager.

Surveys (other than those done by the Contractor) are to be recorded in bound, pre-numbered, survey books. These books are released to the responsible survey supervisor, who signs the Survey Log (Exhibit 1) when receiving and when returning the field survey book. Notes are kept as prescribed in the Handbook of Survey Note-keeping. Specific requirements are as follows:
- Signature and registration number of the California Land Surveyor or the Registered Civil Engineer directly responsible on the first inside page of each survey book.
- First three pages reserved for a table of contents
Each day's notes begin with the date, weather conditions, and names of personnel in party.

- In pencil no harder than 2H
- If practical, notes on each of these in separate books
  - Original conditions
  - Layout
  - Construction progress
  - As-built conditions, including surveyors' time

The Resident Engineer monitors all survey work, addressing comments on adequacy or accuracy to the Program Manager Construction Management.

Field survey books will be copied at the completion of each book, or at least within 30 days if the book is not completed. The Resident Engineer retains the original books and the loose-leaf copies until the end of the contract, when they are transmitted to Document Control. Copies of the loose-leaf copies are made for use in calculations.

**Exhibits**

Exhibit 1  Survey Log
### DF-11 – Exhibit 1 – Survey Log

**SURVEY LOG**

**CONTRACT NO. __________**  **LOCATION __________**  **REPORT NO. ______**

**CONTRACTOR ________________________________**

<table>
<thead>
<tr>
<th>DATE OF REQ</th>
<th>EST HOURS</th>
<th>TYPE *</th>
<th>LOCATION/ REMARKS</th>
<th>WORK PERFORMED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FIRM</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SIZE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HRS</td>
</tr>
</tbody>
</table>

* L – CHECK LAYOUT  
D – CHECK DETECTION MARKERS  
Q – CHECK PAY QUANTITIES  
M – CHECK MONUMENTATION  
S – SPECIAL (DESCRIBE IN REMARKS COLUMN)

---

**Revision Number: __________**  
**Date: __________**  
**Approved: ________________________**
Purpose and Scope

This directive gives instructions for Project Progress Review (PPR) meetings.

References

Special Provisions, Section 01200 Meetings (Construction Progress Meetings)
Resident Engineer’s Manual, Section 6.1.2

Instructions

The Resident Engineer will schedule a regular weekly (PPR) meeting to discuss the three-week rolling schedule, the submittal log status, all open issues and upcoming work. The meetings are planned so that their results can be included in any updated schedules to be sent with the Resident Engineer's Monthly Progress Report and in the Contractor's Monthly Project Status Report. The Resident Engineer hosts these meetings and chairs them. Meetings are held at least weekly and more often as necessary for competent and timely execution of the contract. Attendees may include, but are not limited to, the Contractor's superintendent, safety representative, and EEO representative; subcontractor representatives; and community relations representatives. A separate meeting will be set up by the Resident Engineer on a Monthly basis to have a detailed discussion and negotiations for progress payments and updates of the cost loaded schedule. At this meeting the Resident Engineer and the Contractor will agree on payment activities.

The Resident Engineer sends the JPB Project Manager a copy of the agenda before each PPR meeting in accordance with SP01200.

The meeting is documented for the file using the Project Progress Review Meeting Form shown as Exhibit 1. The Resident Engineer prepares the minutes and distributes.

Exhibits

Exhibit 1 Project Progress Review Meeting Minutes
(DATE)           (Project Name)

PROGRESS MEETING NO.
(Project Name)
Peninsula Corridor Joint Powers Board
Contract #

DATE:
TIME:
LOCATION:
MEETING CHAIR:
RECORDER:
ATTENDANCE:  (see sign–in sheet)

1 – Safety Briefing
Item # (Meeting #-Agenda #-Issue#)

2 – Safety Issues
Item # (Meeting #-Agenda #-Issue#)

3 – Review Previous Meeting Minutes
Item # (Meeting #-Agenda #-Issue#)

4 – Progress of Work/ Three Week Look Ahead Schedule
Item # (Meeting #-Agenda #-Issue#)

5 – Railroad Operations
Item # (Meeting #-Agenda #-Issue#)

6 – Submittal’s
Item # (Meeting #-Agenda #-Issue#)

7 – RFI’s
Item # (Meeting #-Agenda #-Issue#)

8 – Contract Change Orders
Item # (Meeting #-Agenda #-Issue#)

9 – Payment
Item # (Meeting #-Agenda #-Issue#)

10 – Quality Issues
Item # (Meeting #-Agenda #-Issue#)
11 - Punch List and Corrective Actions
Item # (Meeting #-Agenda #-Issue#)

12 – New Issues
Item # (Meeting #-Agenda #-Issue#)

NEXT MEETING:

PREPARED BY:

These notes will be relied upon as the approved record of the matters discussed and conclusions reached during the meeting unless written notice is sent to the author within two (2) working days following the date of the notes.

Comments or corrections to: (E-mail Address)
DF-14 – INSPECTIONS

Revision Number: _______ Date: _______

Approved: ___________________________

Purpose and Scope

This directive describes how the Resident Engineer delegates the authority to Inspectors and Field Engineers to perform construction inspections, and how lists of work to be done arise from inspections.

References
Special Provisions SP 01400 Quality Control and Assurance
General Provisions, Articles GP 5.10 and GP 5.10.1
Resident Engineer's Manual, Section 7.1
[See also Directive DF-36, Completion of Contract/Final Payment.]

Instructions

The Resident Engineer charges the Inspectors and Field Engineers to perform construction inspections within these parameters:

- They may not exceed the Resident Engineer's authority.
- They have no authority to allow deviations from contract requirements.
- They may approve minor alterations that do not affect contract time or price, or exceed the authorized scope, but must inform the Resident Engineer.
- They may not order work to stop except in an emergency.

Inspector's Daily Reports (IDRs)

The Inspectors and Field Engineers will document their inspections on a daily basis. The Resident Engineer will decide at the beginning of the Project if they are to use the Inspector's Daily Report (IDR) form or input directly into Expedition. The form is shown as Exhibit 1, with the Expedition alternative shown as Exhibit 2. The Inspector may use either version, as long as all the information is presented. The Inspector for each contract completes this form for every calendar day (including weekends and holidays) of the contract. When similar work or no work is done for several consecutive days, one report may be used to account for these days, ensuring a complete record. The reports are numbered consecutively from the first day, and must be completed the same day they are dated. The IDRs are completed in ink, with any mistakes lined through (not obliterated) and the correction initialed by the Inspector. If no work was done, the report for the day states "No Work", along with the explanation. When a new Inspector is added, his/her first report will show the actual Contract day number, but note that this report is the initial one for the Inspector.
Equipment and Work Force show the numbers of Contractor and Subcontractor personnel by crafts, the total number of hours worked, and the major construction equipment (valued at $300.00 or more) in use. Appropriate codes are also given in Exhibit 1. The individual who prepared the report keeps a copy and gives the original to the Resident Engineer, who reviews and signs it, and retains it in the file. Copies of any initial Force Account sheets for the same day as the IDR are filed with the IDR for later verification against extended Force Account sheets.

**The Inspector cannot give directions to the Contractor.** Only notifications of improper materials, workmanship, and safety are appropriate. When instructions are given concerning unsatisfactory conditions, they are noted on the IDR. Each succeeding report must indicate the action taken by the Contractor to remedy the conditions, until all unsatisfactory conditions have been corrected. All delays must be noted accurately on the IDR and checked with the Contractor's representative for correctness.

A Deficiency List is used during the life of the Contract to track corrective work or uncompleted work. Once the contract begins, any work that does not meet the requirements of the contract, or any minor item of work withheld from completion until a later date, is recorded by the Resident Engineer's staff on a Punch List, shown as Exhibit 3. Correction of the deficiencies is monitored and entered on the list. This list will be either legibly printed in ink or typed, and kept up to date as items arise and are corrected.

Outstanding items on this list are compiled in a Punch List (using the same form, Exhibit 3), which defines work to be completed before the Contractor requests a Preliminary Final Inspection. At least 90 days (90 day period may be reduced for “small” projects if approved by the Project Manager) before a scheduled substantial completion date or an interim or final completion requirement, the Resident Engineer forwards a Work List (shown as Exhibit 3) to the Contractor. Additional items will be forwarded during the 90 days before the Final (or Substantial Completion) Inspection. This list will indicate all remaining work and deficiencies previously noted on the Punch Lists that must be completed before the Contractor requests a Preliminary Final Inspection. Completion of work or deficiency items is monitored and entered on the list. The list will be typed, noting the date the inspection was conducted.

The Punch List is forwarded to and then discussed with the Contractor on an as needed basis. Meeting is held solely to review and update the Punch List.

Completion dates are agreed too with the Contractor and entered on the Punch List.

When ready, the Contractor requests a Preliminary Final Inspection. The request is made in writing seven days in advance. The Resident Engineer will perform the inspection within three days of the requested date, checking items against the Work List for completion. Remaining items are entered on a Punch List of items to be completed before final inspection. In the seven-day notice period before this
DF-14 – INSPECTIONS (Continued)

Preliminary Final Inspection, project record documents, special guaranties and warranties, and operations maintenance manuals, as required by the contract, are examined for completeness and acceptability. Any corrections, revisions, or outstanding items are entered on the Punch List (Exhibit 3). The Preliminary Final Inspection may take more than one day, and items may be scheduled separately at specific times. The inspection team should remain small and focused. A Punch List is generated during the Preliminary Final Inspection. It includes:

1. missing documents, corrections or revisions to documents, and any other items to be completed that were noted in the review before the inspection;
2. items remaining from the Punch List; and
3. new items as a result of damage caused by the Contractor. (It is especially important to be thorough in the preceding Deficiency and Punch Lists, because any new item added to a Punch List means a source of potential claims. The burden of completeness of these lists rests on the Resident Engineer, who prepares them and tracks progress against them.) Forecast completion dates agreed with the Contractor and restrictions imposed by interfacing Contractors or operations activities are included. Restrictions are documented in the remarks column or by letter. Completion of Punch-List items is monitored and entered on the list.

When the Contractor is ready for the Final Inspection, the Contractor notifies the Resident Engineer seven days in advance. The inspection is performed within three days of the requested date. However, any remaining Punch List items and any new items noted by the inspection team will be recorded as Punch List items on the form shown as Exhibit 3. The list is typed.

The Punch List is forwarded to the Contractor for action. No new items may be added to the Punch List once the Resident Engineer has prepared the Punch List as a result of the Final Inspection and forwarded it to the Contractor.

If the remaining Punch List items are minor, the Resident Engineer will prepare a Certificate of Substantial Completion for the JPB to accept the work on condition that corrective measures will be completed in the shortest practical time (see Directive DF-36).

If the work has not been substantially completed in accordance with the contract, if significant items from the Punch List are still outstanding, or the Contractor has caused damage that must be repaired, the Resident Engineer prepares a new Punch List, and the procedure repeated, with the Contractor calling for another inspection when the work is done.

If no Punch List items remain at this Final Inspection, and no further corrective measures are required, the JPB Project Manager will request that JPB formally accept the work and issue a Final Acceptance of Contract Work. The date of
Final acceptance or substantial completion will establish the completion date of the contract for determining liquidated damages (see Procedure PF-37).

It is recommended that a “running” Project Punch List is maintained throughout construction in additions and for reference for any “pre-final” and the “final” inspections. It is also recommended that the Punch List be organized by geographic location or discipline (track, signal, etc) and be referenced by railroad stationing identified in the contract documents.

**Format of Deficiency/Punch Lists**

The following pertinent data are entered on the form:

- Contract number
- Status date (the required periodic review and/or transmittal date)
- Type of list
- Initial date (the first date the individual page is issued)
- Contract title
- Sheet number

An item is entered as follows:

The consecutive item number is entered. This number is used only once for each type of list. Deficiency and Punch List numbers begin with 1, increasing consecutively as a result of various interim and final completions.

Work-list items are divided by thousand series in that the first interim completion requirement has numbers 1000-1999 reserved for Work-List items, 2000-2999 for the next completion, and so on until the final completion. This method clarifies the scope of work required for each interim, especially if two separate interim completions occur simultaneously.

The work is precisely and concisely described, including an identifiable location. Deficiency and Work Lists may group similar activities into one item. Punch Lists may not. The Punch List is not a mechanism for scope change.

For clarification, a specification section or a contract drawing that depicts or requires the work item can be referenced.

The remarks column should indicate by initials or assigned number series the individual or organization (i.e., the Resident Engineer's staff or Engineering group) originating the item. It is also used to reference previous deficiencies or Punch List items. Reasons for delay in completing the work may be indicated. If the item affects a follow-on Contractor, it should be stated which Contractor.
**DF-14 – INSPECTIONS (Continued)**

After completion, the form is forwarded to the Contractor for action. Within one week after receipt, the Contractor indicates the forecast completion date. This is mandatory for Punch-List items.

The Resident Engineer initials, and dates items as they are completed.

**Distribution**

Copies of these lists are forwarded to the Construction Manager, with a copy to the JPB Project Manager, as required:

- Deficiency Lists
- Punch Lists
- Items affecting other contracts, highlighted

**Exhibits**

Exhibit 1  Inspector's Daily Report  
Exhibit 2  Deficiency/Punch List
### Resident Engineer’s Manual

#### STANDARD MANUALS

**DF-14 – Exhibit 1 – Inspector’s Daily Report (page 1)**

<table>
<thead>
<tr>
<th>INSPECTOR:</th>
<th>NAME</th>
<th>Shift In:</th>
<th>Shift Out:</th>
<th>Date:</th>
<th>DAY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>REPORT NO:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>WORK LOCATION:</td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>CONTRACT NO:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ON/OFF TRACK MT-1 / MT-2 / OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>WORK DESCRIPTION:</td>
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<tr>
<td>Permit #</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Weather:**
- [ ] Clear
- [ ] Overcast
- [ ] Rain
- [ ] Heavy Rain
- [ ] Inches

**Temperature:**
- [ ] To 32
- [ ] 32-50
- [ ] 50-70
- [ ] 70-85
- [ ] 85 & up

**Wind:**
- [ ] Calm
- [ ] Moderate
- [ ] High

**Humidity:**
- [ ] Dry
- [ ] Moderate
- [ ] Humid

**Work Description:**
- Weather Comments:

**Track Bulletins – NO / YES**
- If yes, please complete the table below:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>MT-1</th>
<th>MT-2</th>
<th>Duration in Relation to Shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Form B</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Form C</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*List the number of hours, if not during the full shift.

**Incidents / Issues:**

**If yes, see the attached page(s)**

**Inspection**

<table>
<thead>
<tr>
<th>CONTINUOUS</th>
<th>INTERMITTENT</th>
<th>(Check One)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Status Summary</td>
<td>No</td>
<td>Yes**</td>
</tr>
<tr>
<td>Incidents / Issues:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accidents:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Known Train Delays:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*If yes, see the attached page(s)*

**Sub-contractors On-site (list company):**

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

I have inspected the contractor’s and/or subcontractor’s work as described above:

**Inspector’s Signature:**

**Reviewed by:**

**Reviewed by:**

**Date:**
### DF-14 – Exhibit 1 – Inspector's Daily Report (page 2)

<table>
<thead>
<tr>
<th>No.</th>
<th>ID #</th>
<th>Equipment</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PRIME CONTRACTOR</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crew Truck</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Util Truck</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crew Car</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Excavator</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dump Truck</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Water Truck</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dozer</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Loader</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Skidder</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Backhoe</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Generator</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>60-Ton Boom Trk.Crane</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CMS Board</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Air-Compressor</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tilt Drum Roller</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crew Trks w/Welding Rig</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hi-side Dump Trk</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUBCONTRACTOR NAME Sub-Contractor</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crew Truck</td>
<td></td>
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<td></td>
<td></td>
<td>Cat-Skidder</td>
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<td></td>
<td>Ditch Witch Vac</td>
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<td>SUBCONTRACTOR NAME Sub-Contractor</td>
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<td>SUBCONTRACTOR NAME Sub-Contractor</td>
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<td>Ditch Witch Trencher</td>
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<td>SUBCONTRACTOR NAME Sub-Contractor</td>
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<td>Superintendent</td>
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<td>Operator / Saw-Cutter</td>
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<td>Apprentice Laborer</td>
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<td>Apprentice Laborer</td>
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<td>SUBCONTRACTOR NAME Sub-Contractor</td>
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<td></td>
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<td>Laborer</td>
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</tr>
</tbody>
</table>

Quantities Complete & Accepted (Include item no., calculations, drawing, location and station reference)

☐ REVIEWED WITH CONTRACTOR

---

Resident Engineer's Manual

Appendix B – Directives and Forms

Revision 2
DF-14 – Exhibit 1 – Inspector’s Daily Report (page 3)

<table>
<thead>
<tr>
<th>INSPECTOR:</th>
<th>Report No:</th>
<th>Date:</th>
<th>DATE</th>
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<tbody>
<tr>
<td>NAME</td>
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</tbody>
</table>

Field Notice(s)/Instruction(s) Issued:
1
2

Work Delays: Circle type- R/W Utility Owner Other
1
2

Train Delays: Circle type- R/W Utility Owner Other
1
2
# DF-14 – Exhibit 2 – Deficiency/Work/Punch List

**JPB**  
Deficiency/Punch List

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>STATION LOCATION</th>
<th>Specification Reference</th>
<th>FORECAST COMPLETION DATE</th>
<th>COMPLETION DATE</th>
<th>INITIALS</th>
<th>REMARKS</th>
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</tbody>
</table>
DF-15 – MATERIALS TESTING

Revision Number: _________ Date:________

Approved: ________________________________

Purpose and Scope

This directive gives instructions for handling materials testing.

References:
Resident Engineer’s Manual 4.1.4, 7.2
Special Provisions SP01400 Quality Control and Assurance
General Provisions GP 5.10.1
Contract Documents (Technical Specifications)

Instructions

If the contract requires the JPB to perform materials testing, the Resident Engineer will submit a testing plan to the Program Manager Construction and Project Manager for approval. Each plan states the type of material, PC of test, frequency of testing, reference to appropriate specification(s), and any special testing or plant inspection required. It also includes a list of testing equipment needed by the Resident Engineer’s staff, e.g., concrete slump cones, air-entrainment meters, paint-thickness gauges, and soil penetration needles. The Resident Engineer will arrange for sampling and testing services when the Contract requires testing by JPB.

When it is the responsibility of the Contractor, the Contractor will submit the name of its testing lab and their qualifications. As the testing is performed the test lab needs to submit a copy of results directly to the Resident Engineer. The RE shall review the results for compliance.

Copies of the request for services, the invoice for services, and the results are retained in the Resident Engineer's files.

Exhibits

None
Purpose and Scope

This directive gives instructions for confirmation of equipment testing.

References

Special Provisions, Section 01310
Special Provisions, SP 01400 Quality Control
Resident Engineer's Manual, Section 4.1.2, 7.2

Instructions

The Contractor submits a detailed directive for specified tests (as part of the Quality Plan described in Directive DF-19) with a proposed schedule to the Resident Engineer for approval.

When the procedure is approved, testing is done by an approved independent testing agency under the supervision of the Contractor's Quality Representative and witnessed by the Resident Engineer or his/her designated representative.

Discrepancies in testing practice will be noted on a Deficiency or Punch List for corrective action by the Contractor, unless they are corrected immediately.

Test data and results are recorded on appropriate JPB forms or previously approved Contractor-furnished forms. The Contractor-furnished report forms should indicate the following as a minimum:

- Contract number and description of contract
- Type of test and Contract Specification reference
- Person and company performing the test, along with the location, date, and equipment used
- If applicable, sample source and date secured
- Brief narrative description of test performed, referencing test procedure used
- Results of tests, given in units required by specifications and, as appropriate, units of recognized standards
- Recommendation for acceptance or rejection
- Signature of responsible person controlling the testing work

Exhibits

None
DF-17 – WEATHER DOCUMENTATION

Revision Number: _____ Date:_______

Approved: ___________________________

Purpose and Scope

This directive gives instructions for documenting weather conditions using the Weather Record.

References

General Provisions GP 8.3.2 Adverse Weather Delays
Resident Engineer’s Manual 6.1.1

Instructions

Because inclement weather is often cited as the basis for potential claims, it is important to record weather conditions accurately. The Resident Engineer may wish to include such information in the daily diary, but in any event, he/she or an Inspector designated by the Resident Engineer completes the Weather Record within the Daily Inspectors Report (Refer to DF14- Exhibit 1 Inspector’s Daily Report). Each day, at the construction location at the regular starting time for the Contractor, the Resident Engineer or the designated Inspector writes a brief description of the weather (e.g., “foggy,” “sunny,” “light rain, windy,” “thunderstorm”); and documents conditions at the construction site (e.g., “dry, dusty,” “muddy, potential slide at …,” “icy,” “flooded”). He or she also obtains daily high and low temperature data and precipitation measurements from the U.S. Weather Service and enters these data daily in the appropriate columns on the Weather Record. The Weather Record also has space for “Other Comments,” which is where to record particularly unusual conditions affecting the progress of construction. A copy of the Weather Record, when completed at the end of each week, is forwarded to the Program Manager Construction. The Resident Engineer retains the original on file.

In completing the Weather Record, the Resident Engineer or the designated Inspector considers these terms stated in GP 8.3.2 Adverse Weather Delays:

A non-work weather day is defined as any day on which the Contractor is prevented by inclement weather or conditions resulting there from as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.
DF-17 – WEATHER DOCUMENTATION (Continued)
Anticipated numbers of non-work weather days for each month are listed in GP8.3.2, which is repeated here:

<table>
<thead>
<tr>
<th>MONTH</th>
<th>Non-work Weather Days</th>
<th>MONTH</th>
<th>Non-work Weather Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>5</td>
<td>Jul</td>
<td>0</td>
</tr>
<tr>
<td>Feb</td>
<td>5</td>
<td>Aug</td>
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<tr>
<td>Jun</td>
<td>0</td>
<td>Dec</td>
<td>5</td>
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</table>

Determination that a day is a non-work weather day by reason of inclement weather or resulting conditions will be made by the Resident Engineer in accordance with the Contract Documents General Provisions GP 8.3 and GP 8.3.2.

Exhibits
None
DF-18 – DEWATERING RECORDS

Revision Number: ________ Date:________

Approved: ___________________________

Purpose and Scope

This directive gives requirements for dewatering records.

References

Technical Specifications

Instructions

During dewatering, the Contractor records daily the average flow rate of each pump, how long each pump operates, and the elevation of the groundwater on a Dewatering Measurements Form shown as Exhibit 1.

The form is submitted to the Resident Engineer within 24 hours of the readings. The Resident Engineer files a copy. Once dewatering operations have stabilized, the Resident Engineer may reduce the monitoring requirement.

If what appears to be hazardous waste is encountered, the Resident Engineer notifies the Program Manager Construction Management immediately, arranges to clear the immediate area, and awaits instructions.

Exhibits

Exhibit 1  Dewatering Measurements
### JPB
#### DEWATERING MEASUREMENTS

<table>
<thead>
<tr>
<th>DATE</th>
<th>PUMP NO.</th>
<th>LOCATION</th>
<th>AVERAGE FLOW RATE GPM*</th>
<th>HOURS OF OPERATION</th>
<th>PIEZOMETER NO.</th>
<th>LOCATION</th>
<th>TO ELEV.</th>
<th>DEPTH OF WATER</th>
<th>WATER ELEV.</th>
<th>BY</th>
</tr>
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</table>

* Unless otherwise specified

Revision Number: ______ Date: ______  
Approved: ___________________________
DF-19 QUALITY PLAN

Revision Number: Date:

Approved: ___________________________

Purpose and Scope

This directive gives instructions for monitoring and documenting the Contractor's Quality Plan.

References
Resident Engineer's Manual 7.3
Special Provisions, Section 01400 Quality Control and Assurance
Resident Engineer's Manual, Section 7

Instructions

The Contractor prepares his Quality Manual and Quality Plan in response to the early action letter and submits it to the Resident Engineer within 28 days of the Limited Notice to Proceed. The Resident Engineer, with input from the Project Manager, and Program Manager Construction, reviews and approves the Contractor's Quality Plan within 14 days of submission.

Audits are conducted by the JPB Quality Assurance Manager. For Contractor Audits, the Resident Engineer forwards a copy of the Notice of Audit (from the Quality Assurance Manager) to the Contractor. The Notice of Audit specifies the work to be audited, the dates, and the people who should attend.

The Resident Engineer meets with the Quality Assurance Auditor before opening and closing meetings, and chairs those meetings. The Resident Engineer prepares minutes for the file.

The Resident Engineer monitors the Contractor's conformance to the audit requirements. Nonconformance is reported to the Program Manager Construction and the Project Manager. A joint plan of corrective action is agreed to by the Quality Assurance Manager, the Program Manager Construction Management, Project Manager, the Resident Engineer, and the Contractor.

The JPB Program Manager Construction will receive copies of all applicable audits. The JPB Project Manager will also receive copies of all audits. The Program Manager Construction discusses any corrective actions with the Resident Engineer.

Exhibits

None
Purpose and Scope

This directive gives instructions for handling documents that become project records.

References

Special Provisions, Section 01720 Contract Record Documents
Resident Engineer’s Manual, Section 6.3.6; 11

Instructions

The Contractor maintains and stores the documents specified in SP01720, including the following:

- Project drawings
- Project specifications
- Change Orders
- Approved shop drawings
- Clarifications or explanatory details and specifications
- Inspection Reports
- Laboratory Test Records
- Field Test Records

These are turned over to Document Control on completion of the contract. The Resident Engineer retains Contractor submittals, Change Orders, Resolution of Conflicts, and Variances, in addition to other project records.

JPB Engineering maintains "as-built" drawings and specifications, based on documents marked up by the Resident Engineer to reflect change notices, corrections, and clarifications. JPB Engineering checks these against Contractor-produced "as-builts" and confirms the validity of any corrections before revising the original contract drawings and specifications to Record Drawing status.

Exhibits

None
DF-21 PHOTOGRAPHS

Revision Number: ________ Date:________
Approved: ___________________________

Purpose and Scope

This directive gives instruction for the required Project photographs.

References

Resident Engineer’s Manual, Section 6.1.4

Instructions

Resident Engineer Field Photographs

The Resident Engineer is to obtain an adequate photographic record of the work using a digital camera issued to the Resident Engineer’s office.

Generally, photographs will cover the following items:

• Preconstruction existing site conditions
• Progress of work
• Accident or damages
• Unsafe or hazardous working conditions
• Unusual construction techniques
• Areas or activities where claims or changes are anticipated
• Photographs after Final Completion (particular attention to safety critical/certifiable items)

The photograph should be filed with the following information identified:

• Date of Photograph
• Initials of Person Taking Photograph
• Location
• Brief Description of Photograph
• Direction of view (if this it adds clarity, specificity or value)
• Photo number

Exhibits

None
DF-22 – CONTRACTORS’ REQUIRED SUBMITTALS

Revision Number: _______ Date: _______

Approved: __________________________

Purpose and Scope

This directive details the requirements for processing technical submissions from the Contractor.

References

SP01300 – Submittals and Deliverables, SP01310 – Schedules, SP01720 - Contract Record Documents
Resident Engineer’s manual 3.3.5, 6.3.5

Instructions

The contract specifications stipulate specific requirements for the Contractor’s technical submittals. These submissions fall into the following general categories:

- Shop Drawings
- Certificates of Compliance
- Product Data
- Substantiating Information
- Samples
- Operation and Maintenance Manuals (O&M Manuals)

Exhibit 1 is a comprehensive list of submittals that may be required by Special Provisions and Technical Specifications incorporated into particular contracts. The Resident Engineer develops contract-specific lists for monitoring submittals by comparing this list to Special Provisions and Technical Specifications invoked by the contract. The RE will develop a distribution list that also indicates who has approval authority by Special Provision or Technical Specification. The RE will obtain approval by the Project Manager.

The Resident Engineer is responsible for monitoring the Contractor's compliance, ensuring that all necessary reviews of submissions are made and that work is completed as indicated therein.

The JPB Engineering Support department will provide the necessary support to the Resident Engineer in determining that the Contractor's submissions satisfy all contractual requirements. Shop drawings must be approved before any work involving such drawings is performed. Unless the Resident Engineer approves otherwise, shop drawings are submitted not less than 14 days before any work.
involved in such drawings starts. This will be reflected on the Project Baseline Schedule.

Certain shop drawings, as noted in the Special Provisions, Section 01300 Submittals and Deliverables and Technical Specifications, for temporary work and methods of construction are to be prepared by California Registered Professional Engineers.

All final approved shop drawings and catalog cuts are submitted to the Resident Engineer upon completion of the work.

Shop drawings must be the original or a reproducible copy. The Contractor is required to list all submittals on the Project CPM Schedule (per Special Provisions, Section 01310, Schedules). The Resident Engineer uses the approved schedule to monitor submittals.

Submittals will be in the following forms and quantities as indicated by the Contract Documents:

(a) Shop drawings
(b) Manufacturers' standard schematic drawings
(c) Manufacturers' calculations, and manufacturer's standard data
(d) Manufacturers' printed installation, erection, application and placing instructions
(e) Sample item specified in the various Specification Sections, unless otherwise specified.
(f) Inspection reports, manufacturers' test reports (not part of control testing), certificates of compliance, training programs and spare parts lists
(g) Complete, bound sets of O&M Manuals.

Contractor's Submittal Responsibilities

The Contractor transmits all submittals to the Resident Engineer in a timely manner using the Contractor Submittal Transmittal Form, an example of which with instructions is shown as Exhibit 2. Where required, the Contractor's certifying stamp will be affixed certifying the submittal meets the specifications.

Resident Engineer's Office's Responsibilities

The Office Engineer assigns a contractor submittal number and imprints it on the submittal. The contractor submittal number consists of:

- The Contract number
- Identification number for the Contractor or subcontractor
- Drawing Sequence number generated by the Contractor
- Submittal number indicating the number of times the drawings have been received starting with "0"
DF-22 – CONTRACTORS’ REQUIRED SUBMITTALS (Continued)

As an example, 1C4161-101-002-3 is the contractor submittal number for the second drawing received under Contract No. 1C4161, produced by the first designated subcontractor (identified as 101, 100 being reserved for the Contractor), and indicates the fourth submittal of that drawing.

The office will log the submittal in the Contractor Submittal Index, an example of which with instructions is shown as Exhibit 3, and then route the submittal as applicable. In all cases one copy of the submittal is routed to the appropriate JPB Project Engineer.

The Resident Engineer reviews the drawings for constructability. One marked-up reproducible of shop drawings, one copy of product data, and one sample will be returned to the Contractor within 14 calendar days after submittals have been received with the JPB Engineering Group’s Action Block Stamp. This stamp has blocks for the following responses:

- Approved
- Approved as noted - Resubmittal not required
- Approved - Resubmittal required within 30 days
- Not approved
- Not reviewed

The submittal itself is stamped with this block, which is checked in the appropriate box by the reviewer, who then initials and dates on the lines indicated on the block. The Contractor is responsible for taking appropriate action to bring the submittal to the level of approval. Any item marked as "Approved as noted - Resubmittal not required" must nonetheless be reflected in as-built drawings and record documents.

The Resident Engineer will informally follow up on the submittals one week before the return date. Late submittal returns will be brought to the attention of the JPB Project Manager.

The path for processing submittals is shown in flowchart form in Exhibit 4.

Exhibits

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<thead>
<tr>
<th>Exhibit</th>
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<tbody>
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<td>Exhibit 1</td>
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<td>Exhibit 2</td>
<td>List of Deliverables</td>
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<tr>
<td>Exhibit 3</td>
<td>Example of Contractor Submittal Transmittal with Instructions</td>
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<td>Exhibit 4</td>
<td>Example of Contractor Submittal Index with Instructions</td>
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<td>Exhibit 5</td>
<td>Flow Chart for Submittals</td>
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### DF-22 – Exhibit 1 – List of Submittals

**Revision Number:** _____  **Date:**________

**Approved:** ________________________

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DF-22 – Exhibit 2 – List of Deliverables

Revision Number: ______ Date: ______
Approved: ___________________________

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<th>SPEC TITLE</th>
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<th>SPEC</th>
<th>DELIVERABLE TITLE</th>
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<td>01012</td>
<td>Resume of proposed Facilitator</td>
<td>1.02.A</td>
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<td>2</td>
<td>01012</td>
<td>Terms and conditions and cost quote for contract with facilitator</td>
<td>10.2.B</td>
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<td></td>
<td>3</td>
<td>01012</td>
<td>Terms and conditions and cost quote for workshop facility arrangement</td>
<td>1.02.C</td>
<td></td>
<td></td>
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<tr>
<td>GENERAL COORDINATION</td>
<td>4</td>
<td>01045</td>
<td>Copies of permits and similar documents</td>
<td>1.03.A</td>
<td>Submit within Administrative Planning Period or 7 days prior to work</td>
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<tr>
<td>FIELD ENGINEERING</td>
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<td>Field notes, sketches, and field books</td>
<td>1.03.A</td>
<td>Prior to Final Completion</td>
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<td>SUBMITTALS</td>
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<td>01300</td>
<td>Baseline Deliverable Schedule</td>
<td>1.03.A</td>
<td>No later than 28 days after LNTP</td>
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<td>SCHEDULES LUMP SUM</td>
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<td>01310</td>
<td>90 Day Schedule</td>
<td>1.05.A</td>
<td>20 days after Notice of Award</td>
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<td>8</td>
<td>01310</td>
<td>Detailed Schedule</td>
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<td>45 days after Notice of Award</td>
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<tr>
<td></td>
<td>9</td>
<td>01310</td>
<td>Detailed Progress Schedule</td>
<td>1.05.C</td>
<td>Within 6 days after the end of the month, every month until the Completion of Work</td>
<td></td>
</tr>
</tbody>
</table>
STANDARD MANUALS

DF-22 – Exhibit 3 – Example of Contractor Submittal Transmittal with Instructions

SUBMITTAL No.____ (spec. section - #) [R for revision#] ____

PROJECT: (name)          DATE:
SUBJECT:                  CONTRACT No.:
TO:                      FROM:

Attn: Sent by:

Submittal Description:

Specification Section:

Drawing Number:

Signed: _________________________  Date: ____________________
(name), (title)

RESPONSE COMMENTS: Date Received________

☐ Approved
☐ Approved as Noted
☐ Amend and Resubmit
☐ No Action Taken
☐ Rejected – Resubmit

Signed: _________________________  Date: ____________________
(name), (title)

CC:
INSTRUCTIONS FOR COMPLETING CONTRACTOR SUBMITTAL TRANSMITTAL
The example form has circled numerals to which these instructions are keyed.

The Contractor fills in the following numbered items on the Contractor submittal Transmittal:

1. Contractor’s Name
2. Resident Engineer’s name
3. Contract No. - JPB designation rather than Contractor’s internal designation
4. Contractor’s/subcontractor’s number physically evident on submitted item
5. Title of the item
6. Date of the item
7. Reference to the Contract Specifications by number
8. Drawing type by letter, as indicated on the form
9. Transmittal number assigned sequentially by the Contractor
10. Date of the transmittal
11. Certification that submittal meets specs

The Resident Engineer fills in the following numbered items:

12. CM Submittal No. – the contract number, contractor or subcontractor identification number, and the sequential submission number, as described in the procedure
13. Revision number, i.e., the number of times previously submitted
14. Organization assigned to review the transmittal
15. Name of person responsible for review, to whom transmittal is forwarded
16. Name of Resident Engineer forwarding the transmittal, printed or typed, followed by that person’s initials and the date
17. After the transmittal is returned from review, the Resident Engineer’s signature acknowledging concurrence with review comments
The JPB Project Engineer fills in the following numbered items:

18. Distribution information
19. Approval code for each item
20. Comments to Vendor/Contractor
21. Date review is completed
22. Signature as “Engineer”
## SAMPLE SUBMITTAL INDEX

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<th>Contractor Drawing Number</th>
<th>Title &amp; Specification Reference</th>
<th>CM Submittal Number</th>
<th>Rev</th>
<th>TRANSMITTAL DATES</th>
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<td>4</td>
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</tr>
</tbody>
</table>

Revision Number: __________ Date: __________

Approved: ___________________________
INSTRUCTIONS FOR COMPLETING THE CONTRACTOR SUBMITTAL INDEX

The Resident Engineer maintains a Contractor Submittal Index for each contract that is his or her responsibility, tracking each item submitted. Separate submittal indexes are to be maintained for each Contractor, subcontractor, and supplier.

The Resident Engineer copies the following numbered items from the Contractor submittal Transmittal:

1. Contractor Drawing No.
2. Title and Specification Reference
3. CM Submittal Number

In line with the appropriate revision number, the Resident Engineer enters the following numbered items:

4. Date the transmittal was received from the Contractor
5. Transmittal number of the transmittal that included the item
6. Date the Resident Engineer sent the item to the JPB Project Engineer
7. Date the item came back from design review to the Resident Engineer
8. Date the Resident Engineer sent the item to the Contractor
9. Approval status (copied from the returned Contractor Submittal Transmittal)
STANDARD MANUALS

DF-22 – Exhibit 5 – Flow Chart for Technical Submittals

Revision Number: ______
Date: ______
Approved: ______________________

CONTRACTOR
1. Submits one (1) original, four (4) copies, and the electronic file of a submittal with transmittal sheet attached

RESIDENT ENGINEER’S OFFICE
1. Assigns file number for submittal and logs into project database
2. Distributes electronic copies of submittal for review by JPB Engineering and/or Design Engineer as required. (A hard copy is provided for full-size drawings.)
3. Performs concurrent review with JPB Engineering and/or Design Engineer

PROJECT MANAGER
1. The JPB Project Manager receives a courtesy copy of each submittal for his/her information
2. The JPB Project Manager has the option of distributing and/or commenting

Other distribution as determined by PM (e.g., municipalities, utilities, etc.)

JPB ENGINEERING
1. Distributes to appropriate reviewers
2. Performs review in a timely manner and submits comments to Resident Engineer

DESIGN ENGINEER
1. Distributes to appropriate reviewers
2. Performs review in a timely manner and submits comments to Resident Engineer

RESIDENT ENGINEER’S OFFICE
1. Compiles comments from all reviewers and generates a submittal response.
2. The submittal response with transmittal cover sheet is sent to the Contractor within 14 days of receipt of submittal.
3. In the case of shop drawings, the Contractor receives one stamped set with comments.
4. The submittal response and all comments received are logged in the project database.
5. Conflicting responses will be resolved by PM
CONSTRUCTION SUBMITTALS – FLOW CHART

1 day
CONTR sends submittals to RE

Is submittal clear/ compl
YES
RE – Process and log submittals
RE determines if the submittal is on ‘LIST’, critical, or signal related

2 days
Is it on ‘LIST’, critical, signal
NO
RE returns submittal to CONTR for resubmittal
YES
RE – Forward to ENG & DOR for concurrent review

DOR and ENG to coordinate response
DOR provides the final coordinated response to the RE

2 days

ENG – Perform spot check review of submittal log

Notes:
- The goal is for an expedient response to contractor – The estimated dates are the norm and accelerated timeframes should be the exception. Priority conflicts should be elevated to management to resolve.
- Kick-off meeting should invite both DOR and ENG staff to facilitate communications.
- Contact persons should be on the submittals to facilitate communications.

NOTES:
LIST - ALL SIGNAL RELATED, ALL ITEMS OF INTEREST (SPECS OR DESIGN DEVIATION, CALTRAIN SPECIFICS SUCH AS STATION RELATED, GRADE XINGS, ETC.)
RE - RESIDENT ENGINEER
CONTR - CONTRACTOR
DOR - DESIGNER OF RECORD
ENG - ENGINEERING
Resident Engineer’s Manual

DF-23 – CHANGE PROCESSING

Revision Number: __________ Date: __________

Approved: ___________________________

Purpose and Scope
This directive guides the Resident Engineer through the step-by-step process of initiating a change in the work, to executing a Change Order.

References
Resident Engineer’s Manual, Sections 6.3.4, 9.0
General Provisions Sections GP 4.2, 4.3, 4.6

Instructions
Exhibit 1 is a flow chart illustrating the change process. It begins when a potential change is identified by Engineering (in the instance of a design change) or by field personnel or the Resident Engineer’s staff (in the instance of a field change). The initiator fills out a Change Request or Justification Memo, shown as Exhibit 2. This brief, simple form serves two purposes: (1) it starts the change process by requesting funds to prepare a Change Notice (CN) and (2) it alerts the JPB Project Manager to the potential change and its impact in terms of both time and cost. The Change Request must address any anticipated impact on any other JPB contracts, as well as the effect on the particular contract where a change is proposed. The Resident Engineer submits the Change Request to the JPB Project Manager.

The Change Request may be modified, given a new number, and resubmitted, if appropriate. If it is approved, the Resident Engineer proceeds by directing development of the Change Notice (CN) shown as Exhibit 3. At this time, the CN is assigned a number and entered in the Change Notice/Change Order Log shown as Exhibit 4. If circumstances dictate that work on the change must begin immediately, a Notice-To-Proceed Change Notice with a not-to-exceed amount may be issued by the appropriate monetary authority. An example of such a Notice-To-Proceed Change Notice is shown as Exhibit 5. When work must be done using Force Account Procedures, a Notice-to-Proceed Force Account Change Notice can be used, as shown in Exhibit 6. However, the Notice-to-Proceed forms of Change Notice should only be used when waiting for a Cost Proposal and negotiations would jeopardize the progress of work. If a NTP-CN is used, a Part 1 Change Order should be issued immediately to allow timely payment to the Contractor for work authorized by the NTP CN.

The Resident Engineer submits the CN to the JPB Project Manager for approval, primarily to ensure that the scope and estimates in the initial Change Request have remained substantially the same or that any differences are identified and explained. When approved, the CN comes back to the Resident Engineer, who can then request costs for the CN from the Contractor, as a Contractor’s proposal, and an Engineer’s
DF-23 – CHANGE PROCESSING – Continued

Estimate from estimators assigned to support the project. The Contractor has ten days from receipt of the letter to prepare and submit a proposal.

Engineer's Estimate should be done in the same time frame. The Resident Engineer is responsible for making sure that the estimators and the Contractor are responding to the same scope, and that their understanding of the work is comparable. The Engineer's Estimate must be detailed enough to compare to the Contractor's proposal. Provided the Engineer and the Contractor are estimating the same scope and using a similar format, line item differences between the two estimates can be easily identified and rectified to the appropriate number.

When the Resident Engineer receives the Contractor's Proposal and the Engineer's Estimate, he or she reviews and reconciles the costs and the time proposed making sure they are consistent with the scope. Then the Resident Engineer prepares a monetary settlement range for each element of the scope; together these ranges make up a pre-negotiation position.

The Resident Engineer proceeds by directing preparation of the Justification Memo. This document is a comprehensive description of the proposed change, the rationale for it, the background leading to it, other alternatives that were considered but rejected (if any), and relevant references - all clearly and concisely presented. The form shown as Exhibit 7 is suitable for simple changes, and can be used as a guide for more extensive ones as to what information is necessary. Particularly time-related and schedule impacts should be addressed.

The Resident Engineer assembles the pre-negotiation position, the Justification Memo, engineer's estimate, Contractor's proposal, the CN, and any pertinent correspondence into a negotiation package that is forwarded to the JPB Project Manager. This is the JPB Project Manager's opportunity to approve or disapprove the negotiation package before negotiations begin. Disapproval may include direction to modify the package and resubmit it, to obtain a new cost proposal, or to track the change as a potential claim.

When the negotiation package is approved, the Resident Engineer negotiates with the Contractor and prepares a Summary Record of Negotiations. The Resident Engineer may be assisted in the negotiations by appropriate JPB personnel. The Summary Record of Negotiations is signed by the Resident Engineer and the Contractor as a record of agreements and commitments. If the Summary Record of Negotiations contains information which the Resident Engineer considers proprietary to JPB's position, or contains details which the Contractor could use against JPB once the C.O. is prepared, the JPB Project Manager may decide it is in JPB's best interest that the Contractor not sign the Summary Record of Negotiations. In such a case, a Change Order should be prepared immediately following the negotiations for the Contractor to sign. All Change Orders, regardless of size, will be negotiated between the Resident Engineer and the Contractor's representative.
negotiations are completed, the Resident Engineer prepares the Change Order CO, shown as Exhibit 8. When the scope of the Change Order is the same as that of the Change Notice, the Change Order should include the Change Notice by reference, rather than repeating the entire contents of the Change Notice. The Resident Engineer compiles the CO Package, which includes the following:

- Executive Summary (if > $100k)
- JPB Board Resolution (if JPB Board Action is required)
- Contract Change Order and Signature Sheet
- Financial Summary (from related logs. billings, invoices)
- Change Request (Notice of Potential Change) (if applicable)
- Justification Memo
- Change Notice* (Contractor Initiated)
- Design Change Notice* (Owner Initiated)
- Field Change Notice* (Owner Initiated)
- Summary of DBE Participation
- Engineer’s Estimate / Independent Cost Estimate (ICE)*
- Time Impact Analysis*
- Contractor’s Proposal*
- Pre-Negotiation Position*
- Record of Negotiation*
- Pertinent Correspondence* (RFIs, FI, E-mails, etc.)

[* All items marked with an asterisk were part of the Change Notice negotiation package.]
[Note the transition from Change Notice to Change Order at this point.]

Where contractually acceptable, alternate forms of Change Notices may be used (see Exhibits 9 through 11). The Resident Engineer must be certain that these alternatives do not have contractual implications beyond those intended.

Contract Closeout Change Orders are addressed in PF-37. These are prepared specifically and separately to cover differing quantities, items covered by contractual allowance, and the final parts of any outstanding multipart Change Orders.

The Resident Engineer transmits the CO Package to the project’s designated Contract Administrator, who sees to the expeditious routing for approval signatures within JPB. The JPB Project Manager has a final opportunity to approve or disapprove the CO, allowing for response to sudden changes in circumstances or conditions. The Contract Administrator conforms the approved CO.

When the Resident Engineer receives the conformed CO from the Contract Administrator, the CO with a Notice to Proceed is transmitted formally to the Contractor for signature. When the Contractor has signed, work proceeds and the Resident Engineer files the CO. If the Contractor signs under protest (as described in the
contract), the work is tracked under force account. The Contract Administrator is responsible for distribution of the approved C.O.

Each disapproved change could represent a potential claim and is logged in the potential claim log as described in PF-38. At any point when a change is disapproved, the Resident Engineer must use his or her judgment as to whether to send a letter to the Contractor advising it of the potential claim process required by the contract document. A sample letter is shown as Exhibit 12.

Exhibits
Exhibit 1  Change Order Process (see Figures 9 -1 through 9 - 4 – Flow Chart for Change Order Processing)
Exhibit 2  Change Request (Notice of Potential Change)
Exhibit 3  Project Controls Access Data Base Log
Exhibit 4  Design Change Notice
Exhibit 5  Field Change Notice
Exhibit 6  Example of Notice-To-Proceed/Force Account Change
Exhibit 7  Check List
Exhibit 8  Routing Slip
Exhibit 9  Sample Letter
Exhibit 10 Cost Analysis and Pre-Negotiation Memorandum (Short Form for Construction Change Orders) Greater Than $200,000
Exhibit 11 Price Negotiation Memorandum (Short Form for Construction Change Orders)
Exhibit 12 Executive Summary
Exhibit 13 Change Order and Signature Sheet
Exhibit 14 Financial Summary
Exhibit 15 Contingency Drawdown
Exhibit 16 Justification Memo
See Following Flow Charts
Figure 9-1: Change Request (CR) Process Flowchart

Owner Initiates Change – Completes CR Form

Owner submits CR to Project Manager (PM)

PM evaluates CR & notifies Resident Engineer (RE)

- PM accepts CR?
  - Yes: Is ROM under budget?
    - Yes: Is there a potential for delay to the Project?
      - No: PM submits Project Change Request (PCR) to Change Control Board (CCB)
      - Yes: CCB approves PCR?
        - Yes: RE updates CR status on CR Log
        - No: No change to contract
    - No: PM submits change to JPB Board for approval
      - JPB Board approves change?
        - Yes: RE updates CR status on CR Log
        - No: No change to contract
  - No: RE adds CR to CR Log

Is the contract total exceed max. authority?

Is scope of change significantly different from Contract scope?
Figure 9-2: Notice of Potential Change (NPC) Process Flowchart

1. Contractor identifies a Potential Change
2. Contractor submits NPC to Resident Engineer (RE)
3. RE evaluates basis for entitlement
4. RE reviews NPC with Project Manager (PM)
5. Is Contractor entitled to change?
   - Yes: PM accepts RE's evaluation
   - No: RE issues a letter to Contractor rejecting the NPC
6. Does contractor withdraw NPC?
   - Yes: RE updates NPC status to CLOSED
   - No: RE prepares Justification Memo
7. RE prepares Change Notice (CN)
8. RE updates NPC status as Potential Claim
Figure 9-3: Change Notice (CN) Process Flowchart – 1

STANDARD MANUALS

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Contractor prepares Cost Proposal & TIA for CN

Contractor submits Cost Proposal & TIA (with assigned CN No.)

RE issues CN (with assigned CN No.) to Contractor

RE adds CN to CN Log

RE updates CN status on CN Log

RE reviews Contractor’s Cost Proposal

Change Notice Process Part II
Figure 9-4: Change Notice (CN) Process Flowchart – 2

1. PM submits Change to JPB Board for approval
2. RE reviews Contractor’s Cost Proposal
3. RE prepares Pre-Negotiation Position (PNP)
4. Will Contract total exceed max authority?
   - Yes: JPB Board approves Change
     - Yes: RE negotiates with Contractor
     - No: RE withdraws CN
   - No: RE prepares Record of Negotiations (RON)
5. RE negotiates with Contractor
6. RE updates Change Order* and Log
7. RE updates CN & CO Log

* Could be protested by Contractor

Appendix B – Directives and Forms
CHANGE REQUEST

Date: ______________
Tracking No. ______________

Initiated by: ________________________________
Contract No.: ______________ Resident Engineer: __________________________
Monetary Approval Authority (for estimated cost): ___________________________

Potential Change (describe)

Reason for Potential Change

Order-of-Magnitude Cost Estimate
Cost of change: $_________
Cost to prepare Change Notice: $_________

Logistics
Approximate schedule change: ____ days (indicate + or -)
No. of drawings affected: ____
Other significant impact expected? __________________________________________
(Attach additional sheet if necessary)
### California Ave/Palo Alto

#### DATA ENTRY
- Project Info
- Resolution Info
- Trends
- Change Notices
- Change Orders

#### REPORTS (Preview)

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<tr>
<th>Summary Reports</th>
<th>Forecast Contingency Drawdown</th>
<th>Actual Contingency Drawdown</th>
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<td>Project Summary</td>
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<td>Project Information</td>
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<table>
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<tr>
<td>Auth Y or N?</td>
<td></td>
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</tbody>
</table>

Revision Number: ____ Date: _______
Approved: ________________________
Design Change Notice

Letter No. JPB-XXX-000
(Date) Contract No. 00-PCJPB-X-000

(Contactor Name)
(Address)

Attention:
(Contractor’s) Project Manager

Subject: (Detail – Project Name)
Reference: Design Change Notice No. 000

Sincerely,
Resident Engineer

Cc: JPB – Document Control, Project PM, Construction Manager, Construction Estimator, Construction Scheduler, Construction Inspector(s)
DF-23 – Exhibit 5 – Field Change Notice

Revision Number: _____ Date: ______
Approved: ______________________

Letter No. JPB-XXX-000
(Date) Contract No. 00-PCJPB-X-000

(Contactor Name)
(Address)

Attention:
(Contractor’s) Project Manager

Subject: (Detail – Project Name)
Reference: Field Change Notice No. 000

Sincerely,

Resident Engineer

Cc: JPB – Document Control, Project PM, Construction Manager, Construction Estimator, Construction Scheduler, Construction Inspector(s)
CHANGE NOTICE #_____
PREPARED AND/OR APPROVED BY SIGNATURE

CONTRACT NO. ______________
Date ___________

___________________________________   PAGE _____ OF _______ PAGES
Resident Engineer   Date

TITLE OF CHANGE

____________________________________

NOTICE-TO-PROCEED - NOT TO EXCEED – FORCE ACCOUNT

This Change Notice authorizes work to proceed as directed below. The total cost of this work shall not exceed $ XXX.XX. Contractor shall proceed on a force account basis in accordance with Article GP 9.3. If, during the progress of the work, the Contractor anticipates the Not to Exceed amount listed above will be exceeded, the Contractor will immediately notify the Resident Engineer in writing when 75% of the Not to Exceed amount has been expended. The Resident Engineer shall be notified prior to the start of any force account work.

The following changes shall be made to the Contract:

TITLE OF CHANGE:

SCOPE OF WORK:

CONTRACTOR _________________________ PENINSULA CORRIDOR JOINT POWERS BOARD
ACCEPTED BY ___________________ DATE______      APPROVED BY ________________ DATE ______
Authorized Agent                  Project Manager
STANDARD MANUALS

DF-23 – Exhibit 7 – Check List

Revision Number: _____ Date: ________
Approved: ________________________

Project Name: ____________________________ (Date)
Contract No. 00-PCJPB-X-000
Change Order No. -

CHECK LIST

☐ Routing Memo
☐ Check Off List
☐ Executive Summary (if $100k)
☐ JPB Board Resolution (if JPB Board Action is required)
☐ Contract Change Order and Signature Sheet
☐ Financial Summary including Contingency Drawdown (from related logs, billings, invoices)
☐ Change Notice (Notice of Potential Change) (if applicable)
☐ Justification Memo
☐ Design Change Notice
☐ Field Change Notice
☐ Summary of DBE Participation
☐ Engineer’s Estimate / Independent Cost Estimate (ICE)
☐ Time Impact Analysis
☐ Contractor’s Proposal
☐ Pre-Negotiation Position
☐ Record of Negotiation
☐ Pertinent Correspondence
### DF-23 – 8 – Routing Slip

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**Appendix B – Directives and Forms**

**Project Name:**
Contract No. 00-PCJPB-X-000
Change Order No.

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<td>Routing Memo</td>
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<td></td>
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<tr>
<td></td>
<td>Justification Memo</td>
<td></td>
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<tr>
<td>(Name) Project Manager</td>
<td>Routing Memo</td>
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<tr>
<td></td>
<td>Justification Memo</td>
<td></td>
</tr>
<tr>
<td>(Name) Construction Manager</td>
<td>Routing Memo</td>
<td></td>
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<tr>
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<td>Contract Change Order (2 copies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Justification Memo</td>
<td></td>
</tr>
<tr>
<td>(Name) Deputy Director, Capital Program Delivery</td>
<td>Routing Memo</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract Change Order (2 copies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Justification Memo</td>
<td></td>
</tr>
<tr>
<td>(Name) Director of Engineering &amp; Construction</td>
<td>Routing Memo</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract Change Order (2 copies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Justification Memo</td>
<td></td>
</tr>
<tr>
<td>(Name) Chief Development Officer</td>
<td>Routing Memo</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Executive Summary</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract Change Order (2 copies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Justification Memo</td>
<td></td>
</tr>
<tr>
<td>(Name) General Manager/Chief Executive Officer</td>
<td>Routing Memo</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Executive Summary</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract Change Order (2 copies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Justification Memo</td>
<td></td>
</tr>
</tbody>
</table>
Dear Mr. XXXXX:

The change you requested was disapproved on ______ (DATE) for the following reason(s):

(Insert reason or reasons itemized in clear paragraph form).

If you wish to file a Notice of Potential Claim, please follow the process described and the requirements given in General Provisions 4.2 Notice of Potential Change of your contract.

Please keep us informed as we want to work with you to achieve a successful project.

Yours sincerely,

__________________________________
Resident Engineer
COST ANALYSIS AND PRE-NEGOTIATION MEMORANDUM
(SHORT FORM FOR CONSTRUCTION CHANGE ORDERS)
GREATER THAN $100,000

RFP NUMBER ________________________ PAGE _______ OF ________
ANALYST’S NAME ___________________ DATE __________

I. Reference Documents:(attach as necessary)
(A) JPB Cost Estimate by ______________ dated _____
(C) Contractor Cost Proposal _____________ dated _____
(E) Technical Evaluation by ______________  dated _____
(G) Cost Data submittal by _______________ dated _____
(B) Request for Cost Proposal ______________ dated _____
(D) Revised Contractor Cost Proposal ________ dated _____
(F) Technical Evaluation by ________________  dated _____
(H) Cost Data submittal by__________________ dated _____

II. Introduction: I have reviewed the Contractor Cost Proposal in the amount of $ ________ dated _____
The Cost proposal covers _______________________________________________________
________________________________________________________________________

III. Conclusions and Recommendations: (check one, as appropriate)
☐ Costs are acceptable as proposed and no cost reductions are recommended by this analyst;
or
☐ Costs are unacceptable as proposed and cost reductions have been recommended by this reviewer.
Summarize results of Cost analysis: (Attach additional sheets as necessary)

<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Estimate</th>
<th>Proposed</th>
<th>Revised</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
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<td>(2)</td>
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<td>(6)</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

IV. Contractor Direct Labor: Direct labor hours were reviewed in detail and, with the exceptions noted on the
attached technical evaluations (E, F, etc.) were found to be acceptable as proposed. Labor rates are
reviewed in Rates and factors below.

<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Estimate</th>
<th>Proposed</th>
<th>Revised</th>
<th>Recommended</th>
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</thead>
<tbody>
<tr>
<td>labor hrs</td>
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<tr>
<td>labor hrs</td>
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<tr>
<td>Composite Labor Rate ($/hr)</td>
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<tr>
<td>Total</td>
<td></td>
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</tbody>
</table>

(Enter item _____)
### COST ANALYSIS AND PRE-NEGOTIATION MEMORANDUM
**(SHORT FORM FOR CONSTRUCTION CHANGE ORDERS)**

**GREATER THAN $100,000**

#### V. Contractor Other Direct Costs:
- Proposed Other Direct Costs were reviewed in detail and with the exceptions noted on the attached technical evaluations (E, F, etc.), were found to be acceptable as proposed.

<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Estimate</th>
<th>Proposed</th>
<th>Revised</th>
<th>Recommended</th>
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</table>

Total Costs:________

#### VI. Contractor Direct Subcontracts:
- Proposed direct subcontract costs were reviewed in detail for their necessity and appropriateness with the exceptions and recommendations noted on the attached technical evaluations.

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<tr>
<th>Item of Work</th>
<th>Estimate</th>
<th>Proposed</th>
<th>Revised</th>
<th>Recommended</th>
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</table>

Total Costs:________

#### VII. Contractor Direct Equipment:
- Proposed direct equipment costs were reviewed in detail for their necessity and appropriateness with the exceptions and recommendations noted on the attached technical evaluations.

<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Estimate</th>
<th>Proposed</th>
<th>Revised</th>
<th>Recommended</th>
</tr>
</thead>
</table>

#### VIII. RATES AND FACTORS:
- Markups are acceptable as proposed and no cost reductions are recommended by this analyst; or
- Markups are unacceptable as proposed and cost reductions have been recommended by this analyst.

#### IX. TIMELINESS OF COST ANALYSIS AND REQUIREMENT FOR PRICE NEGOTIATIONS:
- Cost Analysis was, was not performed in a timely manner for this procurement action.
- Costs are acceptable as proposed, clarified and analyzed; (i) recommended without discussions; or (ii) discussions recommended before negotiations.

#### X. PRE-NEGOTIATION SUMMARY:
- JPB’s Cost Objective: Minimum $_______, Objective $_______, Maximum $_______, Cost Proposal, dated _______, for $_______

---

**SIGNATURE OF RESIDENT ENGINEER**

**DATE**

**PROJECT MANAGER**

**DATE**
Peninsula Corridor Joint Powers Board

EXECUTIVE SUMMARY

Date:

To:
    Chief Development Officer

From:
    Resident Engineer

Project:
    Contract No.

Subject: Change Order No. : Project

Description of Change:

Amount of Contract Change Order:

Reasons for Change:

Schedule Impact:
DF-23 – Exhibit 13 – Change Order and Signature Sheet

PENINSULA CORRIDOR JOINT POWERS BOARD CAPITAL PROGRAM

CHANGE ORDER

CONTRACT NO. CONTRACT TITLE:
CONTRACT CHANGE NO. CONTRACTOR
RESIDENT ENGINEER:

SCOPE CHANGE

II. COST IMPACT
Payment and terms shall be in accordance with the Contract Documents, as revised by this Contract Change Order. Compensation for this change shall be made as:

<table>
<thead>
<tr>
<th>I. New Items</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:  $</td>
</tr>
<tr>
<td>II. Exercise of Contract Item - Bid Option</td>
<td></td>
<td></td>
<td></td>
<td>Subtotal:</td>
<td>$</td>
</tr>
<tr>
<td>III. Revisions to Contract Bid Items at Contract Unit Price:</td>
<td></td>
<td></td>
<td></td>
<td>Actual %</td>
<td>Change</td>
</tr>
<tr>
<td>Bid Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Unit Rate</td>
<td>Change</td>
</tr>
<tr>
<td>None</td>
<td>Subtotal:</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>None</td>
<td>Subtotal:</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IV. Extra Work at Force Account:

V. Extra Work at Agreed Lump Sum Price:

Subtotal: $ -

Total Cost of this Contract Change Order: $ -

The Contract Price due to this change order will be increased by $. This sum constitutes full and complete compensation, including all markups for the scope change as described above.
**III. SCHEDULE IMPACT**

The Contract Time **shall [not]** change due to this Contract Change Order.

**IV. CHANGE ORDER SUMMARY**

<table>
<thead>
<tr>
<th>Contract Price</th>
<th>% Change to Contract</th>
<th>% Change approved up to/by Ex. Director</th>
<th>Contract Time (days)</th>
<th>Palo Alto Milestone (date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executed Contract Change Orders</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Changes Authorized by PCJPB Board</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pending Change Orders</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change due to this Change Order</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Contract Price including this Contract Change Order</strong></td>
<td>$</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0</td>
</tr>
</tbody>
</table>

*Changes approved or authorized by PCJPB Board.

The Contractor hereby agrees to furnish or delete, as the case maybe, any and all labor, material and equipment required for the performance of this Change Order in strict accordance with the terms and conditions of the Contract Documents. The Contractor further agrees that the amount specified herein for this Change Order shall constitute full and complete compensation for all labor, material and equipment furnished, used, or deleted, as the case maybe, including mark-ups, in the performance of this Change Order. The Contractor further agrees that the amount specified herein for this Change Order constitutes full and complete compensation for any and all claims of any nature whatsoever related hereto, including, but without limitation, any actual or alleged claims for compensation by Contractor or any Subcontractor for delays occasioned by, or in any way arising out of, stoppage of the work, coordination of the work with others, or processing of this Change Order.

**Approved by:**
NAME - Resident Engineer & Project Manager (Up to $25,000) Date

**Accepted by:**
NAME - Contractor’s Authorized Agent Title Date

**Recommended by/Approved by:**
NAME - Deputy Director, Capital Program Delivery (Up to $50,000) Date

**Recommended by/Approved by:**
NAME - Director, Engineering & Construction (Up to $100,000) Date

**Recommended by/Approved by:**
NAME - Chief Development Officer (Up to $200,000) Date

**Recommended by/Approved by:**
NAME - GM / CEO (Up to the Greater of $50,000 or 10% of Contract Amount) Date
# Financial Summary

## Peninsula Corridor Joint Powers Board

### Project Name:

### Contractor:

### Contract No.:

## CCO-Number and Title

### Description

<table>
<thead>
<tr>
<th>Description</th>
<th>% of Authorized Changes</th>
<th>Amount</th>
</tr>
</thead>
</table>
| Original Contract Amount | | $
| Approved Scope Changes (Authorized by PCJPB Board) | | $
| Scope Change due to this CCO (Authorized by PCJPB Board) | % | $
| **Total Scope Changes** | | $
| Executed Non-Scope Changes (Drawn from Contingency) | % | $
| Non-Scope Change due to this CCO | % | $
| **Total Non-Scope Changes** | % | $
| **Total Revised Contract Amount Including this CCO** | | $

---

Appendix B – Directives and Forms
### DF-23 – Exhibit 15 – Contingency Drawdown

**PENINSULA CORRIDOR JOINT POWERS BOARD**

**CONTINGENCY DRAWDOWN**

<table>
<thead>
<tr>
<th>CCO-Number and Title</th>
<th>DATE</th>
</tr>
</thead>
</table>

| Original Contract Authority (Resolution NUMBER) | $ |
| Additional Contract Authority (Board Resolution NUMBER) | $ |
| Revised Contract Authority | $ |
| Authorized Project Contingency (Item 1 below) | $ |
| **Total Project Ceiling** | $ |

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Scope Changes (Authorized by PCJPB Board)</th>
<th>Non-Scope Changes (Drawn from Contingency)</th>
<th>Percentage of Contingency</th>
<th>Total Changes (Scope &amp; Non-Scope)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Original Contingency (10% of Original Contract Authority)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Additional Contingency (10% of Additional Contract Authority)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Revised Contract Contingency (Sum of A plus Item B)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Executed Change Orders (See attached log)</td>
<td>$</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Open Change Orders (See attached log)</td>
<td>$</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
</tbody>
</table>
## STANDARD MANUALS

### Appendix B – Directives and Forms

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>$</th>
<th>$</th>
<th>%</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td>Open Change Notice (See attached log)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Trends (CR’s/NPC’s) (See attached log)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total Changes (Sum of Item 2 to Item 5)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Remaining Contingency (Item 1 minus Item 6)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>EAC (Revised Contract Authority + Item 6)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CHANGE ORDER NO.XXX JUSTIFICATION MEMO

<table>
<thead>
<tr>
<th>TITLE</th>
<th>Description</th>
<th>Date Prepared</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONRTACTOR</td>
<td>TREND NO</td>
<td></td>
</tr>
<tr>
<td>TYPE:</td>
<td>AMOUNT:</td>
<td>$</td>
</tr>
<tr>
<td>A/E FIRM:</td>
<td>RFQ / NTP-NTE (circle one)</td>
<td></td>
</tr>
<tr>
<td>INITIATOR OF CHANGE:</td>
<td>PCJPB Design Change</td>
<td></td>
</tr>
<tr>
<td>Contractor Change</td>
<td>Regulatory Agency Change</td>
<td></td>
</tr>
<tr>
<td>Field Condition</td>
<td>Third Party Change</td>
<td></td>
</tr>
<tr>
<td>Emergency</td>
<td>Others</td>
<td></td>
</tr>
</tbody>
</table>

Description of Work:

Reason for Change:

Preliminary Cost Estimate:

- $0-10K
- $11-25K
- $36-50K
- $51-100K
- $101-200K
- $201K+
- $1.5M CREDIT
(circle one)
Method of Payment:

☐ Contract Bid Item ☐ New Bid Item
☐ Lump Sum Price ☐ Force Account

Approval for negotiation of lump sum Contract Change Order:

The Project Manager/Program Manager authorizes the Resident Engineer to negotiate this contract change order for a maximum amount of: ☐ $10,000 ☐ $25,000 ☐ $50,000 ☐ $100,000 ☐ $200,000 ☐ > $200,000

Describe Schedule Impact:

The Resident Engineer recommends that 0 day(s) of additional time be added to the Contract for the change under this Change Order.

Recommended by/ Approved by: Resident Engineer  (Up to $25,000)
Date

Recommended by/ Approved by: PCJPB Capital Project Management (Up to $50,000)
Date

Recommended by/ Approved by: Deputy Director Capital Program Delivery (Up to $100,000)
Date

Recommended by/ Approved by: Chief Development Officer  (Up to $200,000)
Date

Recommended by/ Approved by: Executive Director (Up to 10% of Base Contract Award)
Date
DF-24 – NOT USED
Purpose and Scope
This directive gives instructions for resolving apparent design, maintenance, or construction deficiencies, errors, omissions and inconsistencies which may exist within the Contract Documents. The directive is only for use between the Resident Engineer, the JPB Project Manager and the JPB Engineering Support Department.

References
Resident Engineer's Manual, Section 6.3.2.A

Instructions
The Resident Engineer may formally submit an Information Request (IQ) to the JPB Project Manager and/or the JPB Engineering Support department. The JPB Project Manager and/or JPB Engineering Support department should respond in a timely manner with an Information Response (IR) to the Resident Engineer.

IQ Format
The IQ (see sample as Exhibit 1) should indicate the potential deficiency, error, omission or inconsistency precisely, and concisely state any pertinent facts. It should also indicate the degree of urgency. The Resident Engineer should keep a log of IQ’s and IR’s as shown in Exhibit 2. If the request deals with technical or scope issues it should be sent to the JPB Project Manager and/or JPB Engineering Support department. If the request deals with non-technical or non-scope issues, it should be sent to the JPB Project Manager only.

IR Format
For a technical or scope issue, when a satisfactory solution is reached, the JPB Project Manager and/or JPB Engineering Support department informs the Resident Engineer of the solution and provides a written response as per Exhibit 3. For a non-technical or non-scope issue, the JPB Project Manager informs the Resident Engineer of the resolution of the issue also as per Exhibit 3.

Process
If the response acknowledges, recommends and delineates a change to the Contract Documents, the response will take the form of a Change Request (see section 9). Depending upon the urgency of the issue, the Resident Engineer will prepare a Field Instruction for immediate transmittal to the Contractor or, if less urgent, a Change Notice will be transmitted to the Contractor. If the response does not indicate the need for a change in the Contract Documents, then the Resident Engineer notes this in the IQ log and takes no further action.

Documenting Responses
If the response is contained by a description within correspondence, the Resident Engineer will ensure that the information is reflected within the Resident Engineer’s as-built file or drawings.

Responses issued in the form of marked-up contract drawings will be sent to the Contractor (as a Field Instruction or Change Notice) as field sketches, numbered and signed by the Resident Engineer. The field sketch number should indicate the contract, sequential sketch number, and revision number.

Before contract close-out, the Resident Engineer ensures that all responses involving changes to the Contract Documents have been incorporated into the Contract Documents by use of as-built drawings or marked up specification sections.

**Exhibits**

Exhibit 1 Information Request (IQ) Form (2 pages)
Exhibit 2 Information Request Log
Exhibit 3 Information Response (IR) Form (2 pages)
INFORMATION REQUEST (IQ)

DATE: _______________   IQ NO.  _______________
TO: _______________   FROM: _______________
PROJECT: ____________________________________________
CONTRACT NUMBER: __________________________________

SUBJECT:

POTENTIAL DEFICIENCY ☐
POTENTIAL ERROR ☐
POTENTIAL OMISSION ☐
POTENTIAL INCONSISTENCY ☐

DESCRIPTION:

(Attach additional pages as necessary)
INFORMATION REQUEST (IQ) Continued

Drawing References: ___________________________

Specification References: _______________________

General Provisions References: __________________

Special Provisions References: _________________

Answer Needed By: ____________

cc: ______________

Resident Engineer
INFORMATION REQUEST (IQ/IR) LOG

<table>
<thead>
<tr>
<th>IQ No.</th>
<th>DATE</th>
<th>DESCRIPTION</th>
<th>TO PM/ENG</th>
<th>FROM PM/ENG</th>
<th>TO CONTR.</th>
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</tbody>
</table>
INFORMATION RESPONSE (IR)

DATE: _______________ IQ REF. NO. _______________
TO: _______________ FROM: _______________
    _______________                     _______________
    _______________                     _______________
PROJECT:

CONTRACT NUMBER:

SUBJECT:

RESPONSE

Analysis of Request:

Recommended Changes to Contract Documents:

Other Impact of Recommended Changes:
INFORMATION RESPONSE (IR) - Continued

Estimated Cost and Time Impact of Recommended Changes:

Change Control Board Review and Action Required:  Yes □  No □

Approvals:

____________________________
Engineering Support (for technical and scope issues)

____________________________
Contract Officer (for contractual issues)

____________________________
JPB Project Manager

cc:  ____________  ____________  ____________
DF-25b – REQUESTS FOR INTERPRETATION (RFI’s)

Revision Number: __________ Date: __________

Approved: __________________________

Purpose and Scope
This directive gives instructions for resolving apparent design, maintenance, or construction deficiencies, errors, omissions and inconsistencies which may exist within the Contract Documents. The directive is only for use between the Resident Engineer and the Contractor.

References
Resident Engineer’s Manual, Sections 3.3.10.A; 6.3.2.B

Instructions
The Contractor is required by contract to request interpretation of the contract documents where he deems that errors, inconsistencies, omissions or other non conformities exist, or a question as to the true meaning of the documents exists. Further (per GP5.5), if the Contractor believes there are discrepancies in line and grade survey information (contract documents versus actual field conditions), then an interpretation request is required. Further (per GP 7.1), if the Contractor believes that there are discrepancies or inconsistencies in the contract documents as such relate to laws (state, federal, county, and municipal laws, codes, ordinances and regulations) affecting in any manner the conduct of the work, then an interpretation request is required.

The Contractor is required to formalize such requests through a Request for Interpretation (see Exhibit for sample form) to be submitted to the Resident Engineer. RFI’s must contain sufficient detail and explanation to allow the Resident Engineer to evaluate it in the context of the contract documents. Per GP5.4.1, the Resident Engineer will respond in a timely manner to RFI’s. The Resident Engineer, through consultation with appropriate staff, will respond to the RFI in writing. Requests for Interpretation must be considered urgent and receive prompt attention from the Resident Engineer.

The Resident Engineer, with assistance from the JPB Project Manager if required, will evaluate the Contractor’s RFI submittal and will determine if it has merit. If the submittal is deemed to have merit, the requirements of DF-25a will be followed. If the Resident Engineer determines that the submittal has no merit, the Contractor will be so advised (with rationale) in writing.

Exhibit
Exhibit 1 Request for Interpretation Submittal Form
REQUEST FOR INTERPRETATION No. (consecutive number)

PROJECT: 

DATE: 

SUBJECT: 

CONTRACT No.: 

TO: 

SPECIFICATION SECTION: 

Attn: 

DRAWING No.: 

REQUIRED: 

COMPLETED: 

REQUEST: 

Requested by: (contractor) 

Signed: _______________________ Date: ___________________

(name), (title) 

RESPONSE: 

Answered by: (JPB) 

Signed: _______________________ Date: ___________________

(name), (title)
DF-26 – RESIDENT ENGINEER'S MONTHLY PROGRESS REPORT

Revision Number: ________ Date:________

Approved: ___________________________

Purpose and Scope
This directive identifies reports that are regularly submitted and describes the proper format and distribution for each.

These reports record contract progress, confirm compliance with certain requirements, and indicate potential problems. Support from other departments can be requested by the Resident Engineer by separate letter, but the Monthly Progress Report documents current conditions.

References
Resident Engineer's Manual, Section 6.1.3.

Instructions

Monthly Progress Report

The Resident Engineer reports monthly on the progress of each contract under his control. The report period coincides with the monthly payment invoice date. (It should be noted that this date may vary among contracts.) A sample is shown as Exhibit 1.

The report shall be sent to the JPB Project Manager, with a copy to the Program Manager Construction, not later than five working days following the close of the report period.

Specific items to be covered in each report include:

- Report Number, Period Covered, and Title

Each report must be numbered consecutively from the first month of construction following the Notice to Proceed and finish the month after the final acceptance. The report should include the dates of the period covered, the complete contract title, the contract number, the Contractor's name, and other data as shown in Exhibit 1.

- Schedule Status

The construction status is indicated as follows:

- "To Date" Status
If the contract is not on time, indicate the number of weeks early or late.
-Scheduled Completion date

Date based upon Notice to Proceed plus number of Contract Days for performance (Contract Duration), plus all executed Change Orders involving time extensions.

-Anticipated Completion Date - (Resident Engineer's Best Evaluation)
Date based upon Contractor's schedule and performance-to-date, including consideration for changes to work, weather conditions, etc.

This information is supported by the Contractor's updated CPM schedule, with changes clearly marked.

- Percent Completed
The percent completed shall be determined by using Cash Flow Charts (based on late finish dates) and by extrapolating between monthly payment dates.

- Schedule Percent
Planned earnings divided by total contract value

- "To Date" Percent
Actual earnings divided by total contract value. Whenever significant Contract Modifications are executed, the Cash Flow Charts must be revised and the "Percent Completed" adjusted accordingly.

- Financial Data
This portion of the report will include contract budget, award price, forecast, and total work in place.

- Project Description
This is a brief narrative of the project features.

- Project Status
This is a concise narrative report of the work accomplished.

- Problems This Period
This is a brief description of any problems and action taken in response

- Progress This Period
This lists work started, continuing, or completed. Once a feature is listed, it must be reported until completion or resolution.

- Progress Next Period

- Changes This Month
DF -26  RESIDENT ENGINEER'S MONTHLY PROGRESS REPORT (Continued)

- Pending Changes

Cash Flow Chart

The Resident Engineer produces a projected Cash Flow Chart each month. A sample is shown as Exhibit 2. The Cash Flow Chart shows net expenditures by the JPB to the Contractor throughout the job. This chart is prepared in cooperation with the Contractor, because he controls his receipt of funds based on his approved CPM or bar chart.

The Cash Flow Chart is included with the Resident Engineer's Monthly Report.

Exhibits

Exhibit 1  Sample of Monthly Progress Report
Exhibit 2  Sample of Cash Flow Chart
MONTHLY PROGRESS REPORT NO.

(DATE)

CONTRACT TITLE: ________________________________

CONTRACT NO.: ________________________________

CONTRACTOR: ________________________________

CONTRACTOR PROJECT MANAGER: ___________________________

R.C.M.: _______________ CONTRACT BUDGET: $ _______________

CHANGE ORDERS (#): _______________ AWARD PRICE: $ _______________

C.O. PERCENT OF CONTRACT: __________ CONTRACT FORECAST: $ _______________

NOTICE TO PROCEED: _________________________

TOTAL WORK IN PLACE

DURATION: _________________________ TO DATE: __________

SCHEDULED COMPLETION: _______________ THIS PERIOD: __________

ANTICIPATED COMPLETION: PERCENT COMPLETE: _______________

WEEKS AHEAD/BEHIND CONTRACTOR

CPM SCHEDULE: ______ (INTERIM DATE ONLY) % OF TIME: _______________

______ (FINAL DATE)

1. PROJECT DESCRIPTION:

2. PROJECT STATUS:
3. PROBLEMS THIS PERIOD:

4. PROGRESS THIS PERIOD:

5. PROGRESS NEXT PERIOD:

6. CHANGES THIS MONTH:

7. PENDING CHANGES:
STANDARD MANUALS

DF-26 – Exhibit 2 – Sample of Cash Flow Chart

Revision Number: _______
Date: _______
Approved: ________________________

SUBJECT __________________________________  JOB NO. _____________________
SUBJECT ___________________________________ SHEET NO. _______ OF _______
MADE BY ___________ DATE ______ CHECKED BY _____________ DATE __________

To be Developed
DF-27– RETENTION CALCULATION

Revision Number: ________ Date:________

Approved: ___________________________

Purpose and Scope

This Directive sets criteria for determining retention for progress payments.

References

General Provisions, Article GP9.5
Resident Engineer's Manual, Section 5.7.7

Instructions

The following are generally contract requirements, but the actual contract requirements must be used.

For work up to 50% complete, retention equals 10% of monies earned by the Contractor.

For work more than 50% complete, the Resident Engineer evaluates the Contractor's performance to determine if withholding of retention at 10% should continue. If the Contractor is on schedule according to a properly adjusted CPM (forecast completion dates are the same as contract completion dates plus acknowledged time extensions) and the Contractor is completing work activities within the durations forecasted in the monthly updates, the Resident Engineer may reduce the total amount of retained from each of the previous and future progress payments to not less than five (5) percent of the total amount of the progress payment. Before stopping the withholding of retention, the Resident Engineer must certify that retention is sufficient to protect the JPB's interest and obtain approval from the JPB Project Manager. If the Contractor is not maintaining the schedule or the quality of work is below standard, retention should be continued at 10%. The Resident Engineer determines the amount of monies to be held in retention to cover the remaining Punch-List work. This evaluation must continue on a monthly basis to ensure sufficient monies are held in retention. Any such reduction will only be made upon written request of the Contractor and shall be approved by the surety on the performance Bond and by the surety on the Payment Bond.

If potential charges exceed the retention held, the Resident Engineer is to withhold monies due from pay estimates at a sufficient rate to build up the necessary retention. If this rate exceeds 50% of monies due the Contractor on any pay estimate, the Resident Engineer must consult the Project Manager and the Program Manager Construction Management.

Exhibits

None
Purpose and Scope

This Directive gives instructions for calculating and verifying pay estimate quantities, payment for materials stored on and off the site, and breakdown of lump-sum bid items and contracts.

Instructions

General

Progress payments for unit price bid items, lump-sum bid items or lump-sum estimated for each item, work completed through the last pay period, work completed to date, and work completed during the pay period. Backup calculations and measurements support these estimates. (Measurement methods specified for certain quantities are in the Standard Specifications, and are invoked by Special Provisions of the particular contract where applicable.) The process is summarized by the flow chart shown as Exhibit 1.

Breakdown for Lump-Sum Bid Items and Contracts

If the Contractor intends to request partial payment for lump-sum bid items, a breakdown must be submitted for the Resident Engineer's approval in advance of the payment request. The requirements for this breakdown are contained in GP 9.2 and/or Special Provisions, Section 01310. No partial payments of lump-sum bid items or contracts are allowed without an approved schedule of values.

In approving a lump sum breakdown the Resident Engineer considers the following:

- The schedule of values must be logical.
- Segments of work are identifiable.
- Fixed, measurable quantities are used where possible.
DF-28 – PAYMENT – Continued

- The duration of work segments has been considered.
- Payment for materials on site may be included. However, actual payment must be made based on Special Provisions, Section 01310, Article 1.08.
- The breakdown allows verification that enough money remains to complete the work.
- The sum of partial payments must equal the amount of the lump-sum bid item or contract.
- The segments of the work must add up to the total amount of work in the lump-sum bid item or contract.

As a general rule, percentage of the work complete is not a measurable quantity.

All agreements on schedule of values and measuring lump sums are confirmed in writing.

The Resident Engineer supports monthly pay estimates for unit-price bid items or lump-sum contracts with the Monthly Summary for Pay Item forms and pay item sheets, examples of which are Exhibits 2 and 3.

For lump-sum bid items, the Lump-Sum Partial Payment Estimate Backup Data (Exhibit 4) is filled out for each month in which the Contractor has worked on that bid item. From the total amount, percentages for this period and to date are recorded.

When the Resident Engineer considers it necessary or where it is required by contract, quantities will be checked or verified by survey.

Unit Price Bid Items

For unit price bid items, the Resident Engineer's staff prepares calculations in a conventional manner on standard calculation sheets, neatly and legibly, using separate pages for each item. The specific purpose of the calculations is described in the title on the top of each page, which shall be dated and numbered. The names of the calculator and the checker appear on the summary page. The sources of measurements are stated. Sketches are included to explain the calculations. Key results of calculations are underlined or otherwise emphasized to permit quick recognition.

Stored Materials

For payment of materials stored on site, the Contractor furnishes an invoice or shipping document indicating the following:

- Quantity of Materials - a complete description and exact quantity.
**DF-28 – PAYMENT – Continued**

- Value of Materials - unit prices and extensions, tax and freight, and the total costs.
- The bid item(s), or work activity for cost-loaded CPM contracts, under which the individual materials will be incorporated.

The Resident Engineer verifies the quantity of materials delivered against the invoice furnished. If any materials are missing, the amount is deducted from the invoice. The Resident Engineer also verifies that the total cost of materials assigned to a bid item or CPM activity does not exceed the amount of the bid item or activity and that an adequate amount remains for installation activity. Payment of invoiced amounts must not exceed the bid item or activity amount.

Materials stored off-site must be secured and clearly labeled "Property of PCJPB, (Contract #)." Before any payment for materials stored off-site, the location must be approved. Approval of off-site storage facilities is granted only when the following conditions are satisfied:

- The proposed storage facility must be within the San Francisco Bay Area and approved by the Resident Engineer.
- The material is segregated and designated for exclusive use of the assigned JPB contract.
- The Contractor must provide a statement that they will be responsible for security of the material and any loss until relief of maintenance. (or final completion?)

For payment for materials stored off-site, the Prime Contractor furnishes an invoice certified as paid by the supplier.

When certain materials (i.e., miscellaneous metals, structural steel, pre-cast concrete members, etc.) are manufactured or fabricated by the Contractor or a subcontractor, the Contractor may request payment for the materials based on the fair market value of the material. To obtain this value, the Contractor must furnish the evidence necessary to determine lump sum or unit costs. The Resident Engineer verifies the amount and may request estimating assistance from the project-specific estimator.

The cost of material is determined from the submitted invoices and must meet the same criteria as materials for time and materials work, General Provisions, Article GP 9.3.

**Preparation of Monthly Pay Estimate**

For each payment period, the Resident Engineer identifies bid items that are eligible for payment. The Resident Engineer provides back-up documentation including quantities for each unit price item and percent for each lump-sum item and dollar values for allowances, as derived from and supported by the Monthly Summary for Pay Item, pay item sheets, calculations, and measurements.
DF-28 – PAYMENT – Continued

When the Contractor and the Resident Engineer agree on quantities of work completed, the Resident Engineer prepares the Billing Edit Report (Exhibit 5) and a Payment Certificate (Exhibit 6), which both the Resident Engineer and the Contractor sign.

Retention is calculated in accordance with DF-28. The value is shown under "This Period" on the line labeled "Retention" on the Billing Edit Report.

As Change Orders are formalized, they are listed on the Billing Edit Report. The Resident Engineer reports progress on the Change Orders as on any other bid item. The Resident Engineer assembles the following documents that make up the payment package:

- The Payment Certificate (Exhibit 6), signed by both the Resident Engineer and the Contractor
- Copies of backup for payment for material on the site including invoices, proof of ownership, and insurance coverage
- DBE Reports
- Waivers and releases prescribed by General Provisions, Article GP 9.6 Title.

The Resident Engineer forwards the payment package to the JPB Project Manager as expediently as possible. Copies of the Resident Engineer's back-up sheets with calculations establishing payment quantities remain in the Resident Engineer's payment file. Certified payroll will be handled as defined in Section 5.2.1 of this Manual.

Payments are not to be withheld unless at the direction of JPB Project Manager. (See General Provision, Article 9.8.2 on final payment and Contract completion.)

Variations in Quantities

Variations in quantities will be handled in accordance with General Provisions 4.3.6, Increased or Decreased Quantities.

If the actual quantity of unit-price bid items varies by 25 % or less, the contract unit price will be paid. If the final quantity is more than 125 % or less than 75 % of the quantity in the Engineer's Estimate of Quantities, the Resident Engineer may request an estimate of the difference from the project-specific estimator and may issue a Change Notice to the Contractor, requesting a proposal.

Upon receiving the in-house estimate and the Contractor's proposal, the Resident Engineer negotiates with the Contractor and prepares a Change Order as described in Directive DF-23 to credit the JPB with any reduction in cost or to compensate the Contractor for an increase in cost resulting from the change in quantity. The review of the adjustment will be made at a time mutually acceptable to the Resident
Engineer and the Contractor. If the review should result in no change in unit price, the record shall so state.

**Exhibits**

- Exhibit 1  Payment Flow Chart
- Exhibit 2  Certificate Application for Unit Price Payment
- Exhibit 3  Payment Summary for Unit Price Contract
- Exhibit 4  Base Contract Payment Summary for Unit Price Contract
- Exhibit 5  Payment for Change Orders or Deductions/Adjustments for Unit Price Contracts
- Exhibit 6  Certificate Application for Lump Sum Contracts
- Exhibit 7  Payment Summary for Lump Sum Contracts
- Exhibit 8  Payment Summary
- Exhibit 9  Forecast Report by Contract
PAYMENT

1) Resident Engineer is assigned to contract.

2) Resident Engineer develops unit price quantities and lump sum work elements as early as possible.

3) Resident Engineer reaches agreement with the Contractor on the quantities and work elements as early as possible.

4) Contractor submits pay estimate for all work completed during pay period, including measurements as applicable and backup for each bid item to be paid, as well as an updated, cost-loaded CPM schedule showing progress to date.


6) Resident Engineer assembles and delivers payment package to the JPB Project Manager. Electronic version of Billing Edit Report goes to JPB Project Controls.
## DF-28 – Exhibit 2 – Certificate Application for Unit Price Payment

**Revision Number: ______ Date: ________**

**Approved: __________________**

### Resident Engineer's Manual

**Contractor's Name:**

**Project Name:**

**Address:**

**Progress Payment No. XX**

**From X/X/XX to X/XX/XX**

**Contract No. 00-PCJPB-X-000**

### APPLICATION FOR PAYMENT

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<tr>
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<th>Previous</th>
<th>This Period</th>
<th>Cum</th>
</tr>
</thead>
<tbody>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>2. Retention Withheld</td>
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<tr>
<td>3. Subtotal Paid</td>
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<tr>
<td>4. Retention Released</td>
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<td>5. Retention Remaining</td>
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<tr>
<td>6. Total Paid</td>
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**Contract Summary**

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<tbody>
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<td>Base Contract</td>
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<tr>
<td>Approved Change Orders</td>
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</tr>
<tr>
<td>Current Contract</td>
<td>-</td>
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</tbody>
</table>

% of Contract Earned-to-date: 0%

---

This estimate was prepared in accordance with the provisions of the Contract Documents and is a true reflection of work completed to date. The Engineer's files contain the backup data to support the quantities and amounts shown.

The undersigned certifies this estimate as correct:

**PCJPB RE's or PM's name**

**Date**

**PCJPB RE's or PM's name**

**Date**

**Contractors representative's name**

**Date**

**Granite Construction**
DF-28 – Exhibit 3 – Payment Summary for Unit Price Contract

Revision Number: _____ Date: _______

Approved: _________________________

(Project Name)

Progress Payment No. XX
From X/X/XX to X/XX/XX
(Contractor’s Name)

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<th>Description</th>
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<th>% Complete</th>
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### BASE CONTRACT Payment Summary for Unit Price Contract

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<th>Previous Payment To Date Quantity</th>
<th>Payment This Period Quantity</th>
<th>Cumulative to Date Quantity</th>
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Subtotal General And Miscellaneous: 0.00

#### 2.0 SITEWORK

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Subtotal Sitework: 0.00

#### 18 SIGNAL SYSTEM

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Subtotal Signal System: 0.00

#### 20 TRACKWORK

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<th>Description</th>
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<th>Unit Type</th>
<th>Commitment Quantity</th>
<th>Previous Payment To Date Quantity</th>
<th>Payment This Period Quantity</th>
<th>Cumulative to Date Quantity</th>
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Subtotal Trackwork: 0.00

**Total Base Contract:** 0.00
# DF-28 – Exhibit 5 – Payment for Change Orders or Deductions/Adjustments for Unit Price Contracts

## Resident Engineer’s Manual

### Appendix B – Directives and Forms

### Standard Manuals

**Resident Engineer’s Manual**

**STANDARD MANUALS**

**DF-28** – Exhibit 5 – Payment for Change Orders or Deductions/Adjustments for Unit Price Contracts

**Revision Number:** _____  **Date:** ________

**Approved:** ____________________

---

### Progress Payment No. XX

**From X/X/XX to X/XX/XX**  
**Contract No.:** 00-PCJPB-X-000

**Contractor’s Name:**

### Commitment Previous Payment To Date Payment This Period Cumulative to Date

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description</th>
<th>Unit Type</th>
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<th>Payment This Period</th>
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<tr>
<td></td>
<td>CONTRACT CHANGE ORDERS</td>
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<td></td>
<td>Commitment Quantity Cost</td>
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<td>Payment This Period Quantity Materials Cost</td>
<td>Cumulative to Date Quantity % Comp Materials Cost</td>
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<td>Change Order</td>
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<tr>
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### Deductions/Adjustments

**From X/X/XX to X/XXX**  
**Contractor’s Name:**

### Commitment Previous Payment To Date Payment This Period Cumulative to Date

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<th>Item No.</th>
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**EVERY MONTH DATE TO THE END OF THE CONTRACT**

Appendix B – Directives and Forms
DF-28 – Exhibit 6 – Certificate Application for Lump Sum Contracts

Revision Number: _____ Date: ________

Approved: ________________________

Contractors company name Project Name
Contractors company address Progress Payment No. X
Contractors company City, State & zip code From MM/DD/YY to MM/DD/YY

Contract No. PCJPB Contract No.

APPLICATION FOR PAYMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Previous</th>
<th>This Period</th>
<th>Cum</th>
<th>Previous Cum</th>
</tr>
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<tbody>
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<td>1 Total Earned to Date</td>
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<tr>
<td>3 Subtotal Paid</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>4 Retention Released</td>
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<tr>
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Contract Summary

- Base Contract: $ -
- Approved Change Orders: $ -
- Current Contract: $ -

% of Contract Earned-to-date: 0%

This estimate was prepared in accordance with the provisions of the Contract Documents and is a true reflection of work completed to date. The Engineer's files contain the backup data to support the quantities and amount shown.

The undersigned certifies this estimate as correct:

PCJPB RE's or PM's name Date
PCJPB

Appendix B – Directives and Forms
## DF-28 – Exhibit 7 – Payment Summary for Lump Sum Contracts

### Project Name

**Progress Payment No. X**

**From MM/DD/YY to MM/DD/YY**

**Contractors company name**

---

### Summary Table

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<th>Description</th>
<th>Contract Amount</th>
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<th>Cost</th>
<th>% Complete</th>
<th>Cost</th>
<th>% Complete</th>
<th>Cost</th>
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<td>#REF!</td>
<td>#REF!</td>
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<td>#DIV/0!</td>
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<tr>
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<td>#REF!</td>
<td>#REF!</td>
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<td>#REF!</td>
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<td>$ -</td>
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<tr>
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<td><strong>Subtotal - Deductions</strong></td>
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**Total**

0.00  #REF!  #REF!  #DIV/0!  0.00  #REF!  #REF!  #REF!  #REF!
DF-28 – Exhibit 8 – Payment Summary

Revision Number: _____ Date: ________

Approved: ______________________

---

### Deductions/Adjustments

**Project Name**

*PCJPB Contract No.*

**Progress Payment No. X**

*From MM/DD/YY to MM/DD/YY*

*Contractors company name*

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<th>Previous Payment To Date Material Cost</th>
<th>Payment This Period Quantity</th>
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<th>Cumulative to Date Material Cost</th>
<th>Remarks</th>
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<td>-</td>
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<td></td>
<td>0.00</td>
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<td>-</td>
<td>-</td>
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<td>0.0%</td>
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**Total Deductions/Adjustments**

$ - $ - $ -

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EVERY MONTH TO DATE TO THE
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<th>.00</th>
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</table>

Appendix B – Directives and Forms
DF-29 – FORCE ACCOUNT WORK

Revision Number: ________ Date: ________

Approved: ___________________________

Purpose and Scope

This procedure sets the requirements for documenting Force Account work.

References
Resident Engineer’s Manual 9.2.8
General Provisions, Article GP 9.3 Time and Materials
User's Guide to Labor Surcharge and Equipment Rental Rates (Caltrain’s)

Instructions

Time and Materials may be used in several ways. First, it is used as a means to track costs of work performed under a Notice-To-Proceed Change Notice (NTP-CN). Second, time and materials is used when the Contractor must respond to changed conditions as directed by the Resident Engineer before change documents can be prepared, until such time as a lump-sum cost is agreed, or when the scope of the change cannot be determined in advance. (A Notice-To-Proceed Time and Materials Change Notice will be prepared to cover time and costs; See DF-23.) Third, Time and Materials is used to track costs of change work that must proceed although the Contractor has protested a Change Order or a Change Notice.

The Daily Time and Materials Report shown as Exhibit 1 shall be completed to record the items/actions expended by the Contractor in performing the work. This form is filled out by the Contractor and submitted to the Resident Engineer’s Office daily. One means of tracking these reports is to attach them to the relevant Inspector's Daily Reports. Time and Materials reports must be processed promptly to avoid claims by Contractors for lack of payment. Part 1 of a multi-part CO should be issued concurrently with the issuance of the NTP CN to provide the means of payment for Time and Materials work prior to final resolution of the cost for the work.

The Daily Time and Materials Report does not reflect overhead personnel, any salaried supervision, or small tool items costing less than $300. Upon receipt, the form is verified by an assigned field staff member and signed by the Resident Engineer. Inaccuracies or items not applicable are discussed with the Contractor and resolved. If they cannot be resolved, exceptions are noted on the form.

A summary of actual time and materials expenditures against any stipulated not-to-exceed amount is prepared weekly by the Resident Engineer.
DF-29 – FORCE ACCOUNT WORK – Continued

Formulating Costs

Although a Change Order amount derived from a Time and Materials cost basis does not require an Engineer's Estimate in the Finding of Fact package, it does require an Engineer's summary of all costs on the form and substantiation of the percentages applied for labor benefits. The Resident Engineer should pay special attention that the costs meet contract requirements. In particular, labor surcharges are limited by contract terms and must be verified as to correct percentages under the contract. The Resident Engineer compares the Contractor's documentation of equipment rental rates to the current Caltrain’s "User's Guide for Labor Surcharge and Equipment Rental Rates." The Resident Engineer gathers copies of vendor invoices from Contractors to ascertain the correctness and appropriateness of the charges and to assure that discounts have been taken in accordance with contract terms. The Resident Engineer documents the evaluation of the appropriateness and accuracy of the labor categories, wages, and the amount of labor used.

Exhibits

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
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<td>Exhibit 1</td>
<td>Force Account Report - Daily</td>
</tr>
<tr>
<td>Exhibit 2</td>
<td>Force Account Report - Summary</td>
</tr>
</tbody>
</table>
### Force Account Work - Daily

**Project:** *(name)*

**Date:**

**Contract No.:**

**Description of Work:**

**Change Order No.:**

**Location:**

**Extra Work Allowance No.:**

#### Labor

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<thead>
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<th>Craft</th>
<th>ST Hours</th>
<th>OT Hours</th>
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#### Equipment

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#### Material

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<th>Unit Cost</th>
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#### Subcontractor's

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<th>Unit Cost</th>
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**JPB's Representative**

**Date**

**Contractor's Representative**

**Date**
**DF-29 – Exhibit 2 – Force Account Work – Summary**

**Caltrain**

**Force Account Work - Summary**

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<th>(name)</th>
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<tr>
<td>Description of Work:</td>
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<td>Location:</td>
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### Labor

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<th>OT Rate/Hr</th>
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### Material

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### Subcontractor's

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<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Sub-total</th>
<th>Mark-up XX.XX%</th>
<th>Total Subcontractor</th>
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**Summary**

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<th>Labor</th>
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<th>Material</th>
<th>Subcontractor’s</th>
<th>Total</th>
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**Contractor’s Representative** Date  **JPB’s Representative** Date

Appendix B – Directives and Forms
PDF-30 – COLLECTIONS FROM CONTRACTOR

Revision Number: _______ Date: _______

Approved: ___________________________

Purpose and Scope

This procedure defines actions required to charge a Contractor for reimbursement of costs expended by JPB that are a liability of the Contractor.

References

General Provisions, Article GP 9.4.2 Deductions

Instructions

When incomplete, defective, or deficient work is discovered, the following steps are taken:

- After concurrence of JPB Project Managers, written notification is issued promptly (immediately upon discovery) to the Contractor responsible. (The appropriate Resident Engineer is advised.)

- The written notification states the required corrective action and a reasonable date for completion.
  
  OR

  When corrective action cannot be taken by the responsible Contractor, the Contractor is advised that JPB will effect correction at the Contractor’s expense.

- All discussions with the Contractor on the subject of incomplete, defective, or deficient work are documented, with the Resident Engineer retaining the documentation.

A Change Order package that contains compensation for correcting incomplete, defective, or deficient work of other Contractors contains copies of the correspondence between the responsible Contractor and the Resident Engineer and the CO number for "Backcharges" of the other Contractor.

When the final contract modification for correcting work of another Contractor is received, the Resident Engineer who prepared the modification provides a complete copy of the modification to the Resident Engineer(s) who must affect a “Backcharge." The Resident Engineer must collect a "Backcharge" upon receipt of the package by initiating a CO to recoup the costs incurred by JPB to correct or complete the work.

Exhibits

None
Purpose and Scope

This procedure gives instructions for documenting work performed by utility agencies and railroads in support of JPB contracts.

References

Resident Engineer's Manual, Section 10.1

Instructions

The Report of Work Performed by Utility/Railroad shown as Exhibit 1 is used to document the work hours a utility/ railroad agency spends in support of JPB contracts.

Verification is required whenever a utility agency or its contractor construct, relocate, modify, or abandon a facility to support JPB construction. (Also included are the hours an agency's representative spends inspecting this work.)

Verification of work hours is not made for utility/railroad construction or repair work not necessitated by JPB construction or for repair of facilities damaged by a JPB Contractor. The Contractor is responsible for any damage to a facility caused by its actions. When there are questions about work responsibility, the hours should be verified, with comments added as appropriate.

Verified Work Hours

When the utility or railroad companies send an invoice, JPB prepares a payment authorization form, and forwards it to the Resident Engineer for signature. The Resident Engineer compares the invoiced hours for manpower, material, and equipment with the accumulated Reports of Work Performed by Utility/Railroad (shown as Exhibit 1).

Unverified Work Hours

If any part of the invoiced amount cannot be substantiated by the forms, the Resident Engineer must not sign the payment authorization form and must attach a Statement of Exceptions (shown as Exhibit 2), which says "Of the labor, material and other charges invoiced, the Resident Engineer can only attest to those hours submitted on the Report of Work Performed by Utility/Railroad. The hours submitted
DF-31 – VERIFICATION OF UTILITY/RAILROAD WORK – Continued

on the Report of Work Performed by Utility/Railroad total __." The package is then returned to the Program Manager Construction Management for further processing.

If the agency submits invoices for work to repair damage resulting from the JPB Contractor’s operations, the Resident Engineer requests the Contractor to make payment directly to the agency. If the charges cannot be resolved this way, the Resident Engineer proceeds in accordance with Procedure PF-31.

Exhibit

Exhibit 1  Report of Work Performed by Utility/Railroad
Exhibit 2  Statement of Exceptions
REPORT OF WORK PERFORMED BY UTILITY/RAILROAD

WORK ORDER NO.: _________ REPORT DATE: __________________

NAME OF UTILITY/RAILROAD: ___________________________________________

CONTRACT NO.: ____________________________

CONTRACT TITLE: ____________________________

PERSON IN UTILITY/RAILROAD CONTACTED: ____________________________

DATE WORK PERFORMED: __________________ SHEET _____ OF _______

TYPE OF WORK INVOLVED:

___________________________________________________________________

LOCATION OF WORK:

___________________________________________________________________

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>TIME ON</th>
<th>TIME OFF</th>
<th>EQUIPMENT USED (MODEL NO., CAPACITY)</th>
<th>TIME ON</th>
<th>TIME OFF</th>
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<tbody>
<tr>
<td>NAME</td>
<td>TITLE</td>
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UTILITY SUPERVISOR: __________________ APPROVED: ____________________________

VERIFIED, INSPECTOR: _______________ RESIDENT ENGINEER: _____________
STANDARD MANUALS

Resident Engineer’s Manual

Appendix B – Directives and Forms

DF-31 – Exhibit 2 – Statement of Exceptions

Revision Number: ____ Date: ______

Approved: _______________________

J P B

STATEMENT OF EXCEPTIONS

UTILITY/ RAILROAD: ___________________ INVOICE NO.: _________________

CONTRACT NO.: ______________________ PERIOD: _____________________

<table>
<thead>
<tr>
<th>NO.</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td></td>
<td>(As described on Utilities Invoice)</td>
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<td></td>
<td>Enter the following statement:</td>
<td></td>
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<td></td>
<td>“The work described on the invoice(s) has been completed but total manpower and equipment hours cannot be verified.”</td>
<td></td>
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</table>

TOTAL: _______________________

RESIDENT ENGINEER: _________________
Purpose and Scope

This procedure describes how JPB-furnished material will be received and excess material, JPB- or Contractor-furnished, will be delivered. The receipt or delivery of owner furnished material will be documented on a JPB Material Receiving Report.

References

Special Provisions 01600 Materials Section 1.08

Instructions

The receipt or delivery of JPB material is documented on a JPB Material Receiving Report, shown as Exhibit 1. All scheduling, transportation, details, or queries are handled through the JPB Materials Management Coordinator.

Under no circumstances shall the Resident Engineer on an installation-only contract contact a JPB supplier or change a delivery schedule. This must be done through the JPB Materials Management Coordinator or JPB Project Manager.

JPB-Furnished Materials

The Contractor unloads, stores, and takes responsibility for JPB-furnished material. Upon receipt, the Resident Engineer arranges for joint inspection with the Contractor and obtains the Contractor's signature of acceptance on a Material Receiving Report, shown as Exhibit 1.

When items are delivered before Notice-to-Proceed the Resident Engineer arranges, through the JPB Materials Management Coordinator, for unloading and storage. As soon as practical after the Contractor's arrival on the site, the Resident Engineer arranges for the Contractor to take delivery and responsibility using a Material Receiving Report. When excess material is returned to the JPB, the Resident Engineer arranges for delivery through the JPB Materials Management Coordinator. The Resident Engineer determines whether transportation is beyond the requirements of the contract.

Contractor-Furnished Materials

Where Contractor-furnished materials become surplus, due to changes or other factors beyond the Contractor's control, and cannot be returned to the manufacturer, JPB may acquire ownership. In this event, the Resident Engineer arranges delivery through the JPB Materials Management Coordinator.
Specifications may require that the Contractor deliver maintenance material (extra stock) for certain items, such as tile. The Resident Engineer inspects material for compliance with the specifications, e.g., packaging, color, size, and quantity. After it is determined that the maintenance material is in compliance, the Resident Engineer prepares a Material Receiving Report and arranges through the JPB Materials Management Coordinator for delivery by the Contractor.

**Lost, Damaged or Faulty Material**

If JPB-furnished material is lost, stolen, damaged, or faulty, the Resident Engineer assembles all available information and transmits it to the Project Manager for further direction.

If a credit Change Order is decided upon, pricing is obtained through the JPB Materials Management Coordinator and the JPB Project Manager.

**Exhibits**

Exhibit 1  JPB Material Receiving Report
MATERIAL RECEIVING REPORT

Contract No. _______________

Purchase Contract No ____________________________ Date ________________
Shipper’s Name _________________________________ F.O.B. Point ___________
Delivering Carrier ________________________________ Waybill No. ___________

Condition of Shipment: □ Good Order □ Damaged □ Over/Short or Damaged
Remarks:
___________________________________________________________________
___________________________________________________________________

<table>
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<tr>
<th>ITEM</th>
<th>QUANTITY RECEIVED</th>
<th>DESCRIPTION OF ITEMS</th>
<th>ORDERED</th>
<th>OVER</th>
<th>PART #</th>
<th>NEW/USED</th>
<th>SHORT</th>
<th>DAMAGE</th>
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Received for JPB __________________________   Date Received ___________
Received by Contractor ____________________    Date Received ____________
DF-33 – RESIDENT ENGINEER’S FIELD INSTRUCTION FORM

Purpose and Scope

The form is intended to allow the Resident Engineers to provide written direction to the Contractor to perform work in the field without committing to a Change Notice.

References

Resident Engineer’s Manual, Section 6.3.4, 9.2.5.C
General Provisions GP4.3.2 Field Instruction

Instructions

1. The Resident Engineer defines scope of work and directs the Contractor to proceed, in writing, using the form. Direction must be clearly stated. Both Contractor and the Resident Engineer will sign the form at the time of issue. No mention of a forthcoming Change Notice is to be made on the form. This will allow for in-depth review of the issue in the field office.

2. The form should be signed by the Contractor and the Resident Engineer and scanned and copied. The original should be retained by the Contractor with copies going to the Resident Engineer and Document Control.

3. The Resident Engineer reviews the written directive given to the Contractor to determine if it requires the contract to be changed. If so, a Change Notice will be drafted, and a copy of the Field Instruction will be attached to the Change Notice. The cover letter that transmits the Change Notice will indicate that the Change Notice resolves the corresponding Field Instruction.

If a review indicates that the Field Instruction did not change the requirements of the contract, the copies of the form will be filed for future reference in the change notice general file, or, if the Contractor submits a Notice of Potential Claim, the appropriate potential claim file.

Exhibit

Exhibit 1 Resident Engineer’s Field Instruction Form
Exhibit 2 Resident Engineer’s Field Instruction Form for Extra Work Allowance Items
DF-33 – Exhibit 1 – Resident Engineer’s Field Instruction Form

Revision Number: ________ Date: ________

Approved: __________________________

FI No. ____________________________

FIELD INSTRUCTION

CONTRACT NO. XX-PCJPB-X-XXX

CONTRACT TITLE:

CONTRACTOR:

RESIDENT ENGINEER:

Issuance of this field instruction is not an acknowledgement of Change in the Work. If the Contractor believes that any statement, action or direction by this Field Instruction deviates from the Contract requirements or may for any reason entitle extra compensation or a time extension, the Contractor shall provide notice pursuant to Article GP4.2.

BY: _______________________________   BY: ____________________________

(Name), RESIDENT ENGINEER   Name), CONTRACTOR’S REPRESENTATIVE

DATE: ____________________________   DATE: ____________________________
STANDARD MANUALS

DF-33 – Exhibit 2 – Resident Engineer's Field Instruction Form for Extra Work Allowance Items

Extra Work No. 000

EXTRA WORK ALLOWANCES

(Date)

CONTRACT NO. XX-PCJPB-X-XXX

CONTRACT TITLE:

CONTRACTOR:
RESIDENT ENGINEER:

Scope:

Estimated Schedule Impact:

Estimated Cost:

This Extra Work Allowance authorizes work to proceed as directed below. The total cost of this work shall not exceed $ XXX.XX. Contractor shall proceed on a force account basis in accordance with Article GP 9.3. If, during the progress of the work, the Contractor anticipates the Not to Exceed amount listed above will be exceeded, the Contractor will immediately notify the Resident Engineer in writing when 75% of the Not to Exceed amount has been expended. The Resident Engineer shall be notified prior to the start of any force account work.

BY: _____________________________  BY: __________________________________
(Name), RESIDENT ENGINEER (Name), CONTRACTOR’S REPRESENTATIVE

DATE: _______________________   DATE: ______________________
AGREEMENTS

Purpose and Scope

This procedure provides guidance for allowing, conducting, and documenting construction site visits.

References

Resident Engineer’s Manual 10.5.2
Special Provisions Section 01545 Work Site Safety and Security

Instructions

Upon notification, the Resident Engineer informs the Contractor of the visit date and time, along with the proposed tour route through the site. Consideration of the Contractor’s work efforts is the determining factor of the extent and safe route of the tour. If safe passage through the site is questionable, the Resident Engineer informs the JPB Project Manager for possible rescheduling of the visit.

The Resident Engineer maintains Visitor Register (shown as Exhibit 1), which all visitors must sign.

All visitors must sign a Release and Hold Harmless Agreement (shown as Exhibit 2) before entering the construction site. Exceptions to this requirement are as follows:

- JPB Employee
- Employee of Contractor or Subcontractor
- Employee of any JPB Consultant
- Other assigned safety and utility representatives

The original release is retained and filed by the Resident Engineer.

Exhibits

Exhibit 1 Visitor Register
Exhibit 2 Release and Hold Harmless Agreement
### Visitor Register

**Contract No.** ______________  **Resident Engineer**

**Location** ______________

<table>
<thead>
<tr>
<th>Date</th>
<th>Name</th>
<th>Representing</th>
<th>Purpose of Visit</th>
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Peninsula Corridor Joint Powers Board
Visitors to the Site – Hold-Harmless Agreement

Date ___________________

I HAVE BEEN FOREWARNED THAT THIS IS A VERY HAZARDOUS AREA THAT I WILL BE ENTERING, AND THAT DANGER DOES EXIST. I HEREBY ASSUME ANY AND ALL RISKS.

In consideration of permission having been granted me to enter the construction facilities of

___________________________________________________________________
___________________________________________________________________
___________________________________________________________________

I hereby release said ______________________________________________________,
their subcontractors, Peninsula Corridor Joint Powers Board and
_________________________________________________ from any and all liability for injury to my person or loss to damage to my property, howsoever caused, whether by negligence or otherwise, and agree that no liability shall arise in favor of any person whatsoever by reason of any such loss or damage.

_______________________________ (Print Name)
_______________________________ (Company)
_______________________________ (Signature)

___________________________ Witness

___________________________ Witness
STANDARD MANUALS

Appendix B – Directives and Forms

DF-35 – NONCONFORMANCE REPORTS (NCR’s)

Revision Number: ________ Date:________
Approved: __________________________

Purpose and Scope

This directive describes the use of a Nonconformance Report (NCR). The NCR applies to all products furnished by the Contractor, including workmanship and materials, that do not conform to the Contractor’s guaranty of work as specified in Article GP 4.7 Guaranty of Work.

References
Resident Engineer’s Manual 7.1.1.C
SP01400 Quality Control and Assurance
GP5.11.1 Removal of Rejected and Unauthorized Work; and GP4.7 Guaranty of Work.

Instructions

During construction, NCRs are issued:

- When an item of work does not conform to specifications and a determination must be made as to its disposition.
- When the terms of Article GP 5.11.1 must be enforced as to rejection and removal of the nonconforming work.

During startup and testing, NCRs are issued:

- When the Contractor has completed an element of work in its intended final configuration but that work does not comply with the approved Site Specific Work Plan (SSWP).
- When there is incomplete work that could affect renewed operation of the line.
- When an interim condition exists that will allow train operations but is not in compliance with the SSWP.

The NCR is both a record of nonconformance and an instrument requiring corrective action. A Nonconformance Report (NCR) (shown as Exhibit 1) identifies material, equipment, or workmanship that is not in compliance with the Contract. The Resident Engineer initiates this report and assigns an identification number to each NCR starting with 001. On the NCR form, the Resident Engineer describes the nonconformance, all details, and disposition instructions. Technical evaluation and disposition of the NCR is done by the Resident Engineer after consultation with and concurrence from Engineering, applicable technical specialists, and the Engineer-of-Record. The disposition is one of the following:
**DF-35 – NON-CONFORMANCE REPORTS – Continued**

- Accept as-is, indicating that the nonconformance does not prevent the intended use of the work. This disposition must also be accepted by JPB's representative (i.e. The PM and RE and the individual that cited the nonconformance)

- Reject, indicating that the work is unsuitable for operation of the system and must be replaced.

- Repair, Rework, and/or Retest, indicating that the deficient work can be altered so that the capability of the item to function reliably and safely is unimpaired even if it does not conform to original requirements. Completed repair instructions, including post-repair accept/reject criteria and required records, must be recorded on the NCR, which accompanies the item being replaced. Upon completion of repair(s), the item is inspected by the Field Inspector for compliance. Completed documents are forwarded to the Resident Engineer for review and filing.

The NCR is signed and dated by the Resident Engineer and the Inspector responsible for inspecting the particular work involved. A copy of the NCR is given to the Contractor directing him to begin the corrective action(s). The original NCR is filed and is logged on a Nonconformance Report (NCR) in Expedition. Information to be provided on the NCR includes; the NCR number, description, disposition, the dates initiated and closed, and the Inspector. An NCR remains open until a rework, retest, or replace disposition is judged to be complete and acceptable by the Resident Engineer. A copy of the NCR is forwarded to the Project Manager and Program Manager Construction.

When the work is complete, the Resident Engineer documents the corrective action(s) on the original NCR. The Resident Engineer documents the date that the work in question is complete and acceptable by signing the NCR. The Resident Engineer documents the date that the NCR was finalized on the NCR. Copies are then distributed as indicated on the NCR form, and the original is filed.

All documentation involving an NCR is filed with the NCR. This may include test reports, inspection field reports, photographs, and contract correspondence.

**Control of Nonconforming Items**

Whenever practical, nonconforming items will be segregated from conforming items by separated storage or other appropriate means to prevent the inadvertent installation or use of the nonconforming items. Such items will be identified as nonconforming by tags or appropriate markings. If the determination is "Accept as-is," the items may be used providing the terms of the contract are met.
**Deficiencies**

If the Contractor fails to comply promptly with any order of the Resident Engineer as JPB's representative, the Resident Engineer may order the nonconformance remedied and deduct the cost involved from payment to the Contractor, per GP 9.4.2 Deductions. Work performed that deviates from the contract requirements, or poor workmanship that is not apparent until the activity is completed must be listed as a deficiency. Deficiencies will be processed as per directives DF-14 and DF-36.

**Exhibits**

Exhibit 1  Nonconformance Report (NCR)
STANDARD MANUALS

DF-35 – Exhibit 1 – Non-Conformance Report

Revision Number: _______ Date: _______

Approved: ________________________________

Notice of Non-Compliance

Project: Contract:

To: Notice No.:  

Subject: Specification Section: 
Drawing Reference: 

Item of Non-Compliance/Corrective Action Required:

______________________________________    ____________________    ___________
(name)    (title)            (date) 

Contractor Response, Intended Method of Correction:

______________________________________    ____________________    ___________
(signature)    (contractor's name),    (title)      (date) 

Agency Concurrence Correction Completed

__________________________    ____________________    ___________
(signature)    (name)    (title)            (date) 

CC: Document Control, Project Manager, Contractor and attach one copy to Daily Report
Purpose and Scope

This Directive identifies "completion" dates and the specific actions necessary to meet these dates.

References

General Provisions, Articles GP 8.11 Final Completion of the Work, GP9.8 Final Payment and Claims; GP 5.13 Relief of Maintenance, Special Provisions, Section 01700 Contract Closeout Resident Engineer's Manual, Section 5.8 [See also Directive DF-14, Inspection.]

Instructions

The following "completion" dates are normally involved in the administration of contracts.

- Substantial Completion
- Relief of Maintenance
- Final Completion
- Release of Guarantee

Substantial Completion

After the Contractor has requested, in writing, for an inspection of the work at the time the Contractor believes the work is substantially complete as per, Section 01700 (1.04.A), the Resident Engineer notifies the Program Manager – Construction Management, the JPB Project Manager, and the Engineering and Operations Departments. The Project Manager arranges for appropriate JPB personnel to be present at the Final (Substantial Completion) Inspection.

- The Punch List that was prepared during the Preliminary Final Inspection per Procedure PF-14 and formally transmitted to the Contractor lists work that must be completed before the Contractor calls for Final Inspection.

- When the Contractor is ready, the Contractor requests for an inspection of the work at the time the Contractor believes the work is substantially complete. The Resident Engineer will arrange an inspection of the Work and within fourteen days from the Contractor’s request determine whether or not Substantial Completion has been achieved.
If no Punch List items remain at Final Inspection, the JPB Project Managers will recommend that the JPB formally accept the work and issue a Final Acceptance of Contract Work (Exhibit 3) (see Final Completion in this procedure).

If Punch List items are minor and do not prevent use of the work by others, the Resident Engineer then prepares the Certificate for Substantial Completion of Work shown as Exhibit 1 and forwards it to the Project Manager.

If the Punch List items are not done, if work is not substantially complete, and corrective measures are still required, items will be carried until the final inspection. Only outstanding Punch List items and measures to correct damage caused by the Contractor may appear on the new Punch List.

**Relief of Maintenance**

The Contractor may request relief from the maintenance and protection of portions of the work. (This constitutes "possession" by JPB as described in the General Provisions.) This request can only apply to large sections such as:

- A complete unit of trackway work.
- A complete unit of road relocation or reconstruction work.
- Non-transit facilities constructed for and accepted by other agencies.

The date for relief of maintenance is the date that the portion is complete to the satisfaction of the Resident Engineer after inspection and completion of the Punch List and granting of Substantial Completion for that portion of the Work. (GP 5.13)

If the Resident Engineer considers the request for relief of maintenance justified, he recommends who will become responsible for maintenance, prepares the Certification for Relief from Maintenance and Responsibility as shown in Exhibit 2, and forwards it to the JPB Project Manager.

If another Contractor is to assume maintenance responsibility, the Program Manager Construction Management must arrange for that Contractor to be notified or directed.
Final Completion
When the Work and the Punch List items are complete, the Contractor requests a Final Completion Inspection. This request is in writing per the Special Provisions, Section 01700. The Resident Engineer, within seven days of receipt of the notice, will conduct an inspection of the Work to determine if the Contractor has resolved all Punch List items and has completed demobilization. During the seven days, documents are examined for completeness.

The Resident Engineer notifies the Program Manager – Construction Management and the JPB Project Manager. The Project Manager arranges for the final inspection. This inspection must include the designated representatives from JPB Construction, Engineering, Operations and Safety and Operating Railroad Officer.

If there are no outstanding items, the Resident Engineer prepares the Final Acceptance of Contract Work shown as Exhibit 3 and transmits it to the Project Manager.

Final Acceptance
Final Acceptance is the acceptance of all Contract work by JPB.

The Resident Engineer prepares the final pay estimate with a supporting Quantity Verification Sheet (shown as Exhibit 4) reflecting the final measurements and quantities. The Quantity Verification Sheet indicates by bid item the agreed-to final quantities. Both the Resident Engineer and the Contractor must sign this form.

In order to properly account for any variation in quantities as compared to the Bid Schedule, the Resident Engineer prepares a "contract closeout" Change Order. The "contract closeout" Change Order summarizes the status of final quantities of bid items that have a variance, and is not initiating a new change; therefore it is processed directly as a Change Order (rather than a Change Notice). The "contract closeout" Change Order is prepared for items paid from contractual allowances, outstanding work under multi-part Change Orders, and the difference in actual quantities from the estimated quantities listed on the Bid Form. Refer to General Provisions, Article GP 4.3.6 for policy on payment for quantities that vary. The following four-step process is endorsed by JPB, beginning when the Contractor requests final payment and release of retention.

**Step 1  Contract Closeout Change Order**
- Close out variations in quantities pay item by pay item (pluses and minuses). Verify that quantities paid by unit price are not duplicated in lump sum change order amounts. Complete "Quantity Verification Sheet".
- Certify quantities are correct and agreed to by the Contractor. Develop Change Order for variation in quantities.
Make allowance adjustments pay item by pay item. Determine unused amounts and include sufficient backup to justify how the allowance amount was expended. Develop separate Change Order for amounts to be paid from contractual allowances, or provide adequate detail so that unused allowance amounts are not used to offset increased quantity costs.

This now becomes the final contract amount subject to the next three steps.

**Step 2** Close out any open Time and Material Work, multi-part Change Orders, and any added scope items. This may be processed before Step 1 if all Force Account Daily Reports are available as back-up documentation. Develop as a separate Change Order if this can be done prior to Closeout Change Order.

**Step 3** Close out time-related issues such as time extensions and relief or assessment of liquidated damages. Develop as a separate Change Order if necessary due to timing.

- Address interim milestones as they occur. This also can be done before Step 1.
- At the completion of the project, close out the time-related issues as they relate to the contract completion date.

**Step 4** Resolve outstanding or unresolved claims. Develop as a separate Change Order if necessary due to timing.

When these steps are completed, the Contractor's final payment and release of retention can be processed.

The JPB Acceptance of Contract (Exhibit 5) must be completed by the Resident Engineer with the following information:

- Contract number
- Contract title
- Date award authorized
- Date of Notice of Award
- Date of Notice to Proceed
- Contract price
- Scheduled completion date
- Description of the work
- Location of the work, including street address (where possible), city, and county
- Extensions or accelerations
DF-36 – COMPLETION OF CONTRACT / FINAL PAYMENT – Continued

- Party requesting extension or acceleration
- Amount of adjustment or liquidated damages
- Amount of "contract closeout" Change Order(s)
- Itemized differences in quantities

The completed form is transmitted to the JPB Project Manager.

The Resident Engineer may find the check lists presented as Exhibit 6 and Exhibit 7 helpful guides to preparing the contract for closeout.

**Release of Guarantee**

After acceptance of the work, the guarantee remains in force for 12 months. During this year, the Contractor is bound to remedy deficiencies in the work. Remedial work is covered by a similar guarantee, as stipulated by the GP 4.7 Guaranty of Work and applicable Special Provisions. When the time has elapsed and inspections have demonstrated that all deficiencies have been remedied, the Project Manager initiates a "Certification for Release of Contractor from Responsibility Under the Guaranty" through the Engineer (JPB).

**Exhibits**

- Exhibit 1 Certificate for Substantial Completion of Work
- Exhibit 2 Certification for Relief from Maintenance and Responsibility
- Exhibit 3 Notice of Final Completion Form
- Exhibit 4 Quantity Verification Sheet
- Exhibit 5 JPB Acceptance of Contract
- Exhibit 6 Checklist of Audit Items Required for Contracts Before Closing
- Exhibit 7 Contract Closeout Check List
- Exhibit 8 Specification Conformance Safety Verification
- Exhibit 9 Station Interim Check List
- Exhibit 10 Station Variable Message Signs (VMS) in service flow chart
CERTIFICATE OF
SUBSTANTIAL COMPLETION

<table>
<thead>
<tr>
<th>PARTIAL</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

CONTRACTOR _________________________ CONTRACT NO. _______________

CONTRACT DESCRIPTION _____________________________________________
____________________________________________________________________
____________________________________________________________________

DESCRIPTION OF WORK TO BE ACCEPTED:

- ENTIRE CONTRACT
- PARTIAL (Describe Scope)

--------------------------------------------------------------------------------

The Work to which this certificate applies has been Inspected and found to be substantially complete except for items which are listed and attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the list shall be completed by the Contractor within _____ days of the date of Substantial Completion of Work. Substantial Completion is declared as of _____ date.

<table>
<thead>
<tr>
<th>ENTIRE CONTRACT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PARTIAL (Describe Scope)</th>
</tr>
</thead>
</table>

CONTRACT CONSTRUCTION TIME ______ DAYS

ACTUAL CONSTRUCTION TIME ______ DATES __________________________________    ______
Resident Engineer               Date
Program Manager                     Date       JPB Project Manager            Date
JPB Engineering                     Date       JPB Safety Officer              Date
JPB Operations                      Date       Operating Railroad Officer       Date

Contractor has been advised by this letter (attached) of certification of Substantial Completion of Work under this Contract effective ______ HOURS ______ DATE

Executed copy with all attachments will be returned by Contracting Officer to JPB Project Manager for final distribution. Circled numbers (①) indicate the sequence for signature routing.
### CERTIFICATION FOR PARTIAL RELIEF FROM MAINTENANCE AND RESPONSIBILITY

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>CONTRACT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACT DESCRIPTION**

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK TO BE ACCEPTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENTIRE CONTRACT</td>
</tr>
<tr>
<td>PARTIAL (Describe Scope)</td>
</tr>
</tbody>
</table>

Contractor has requested relief from maintenance and responsibility (by his letter attached).

Recommend relief be granted on ____________.

<table>
<thead>
<tr>
<th>Date</th>
<th>Resident Engineer</th>
<th>Date</th>
</tr>
</thead>
</table>

Relief from maintenance and responsibility of the Contract on ____________ and assumption of that responsibility by ____________ thereafter is recommended.

<table>
<thead>
<tr>
<th>Agency or Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPB Engineering</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Operating Railroad</th>
<th>Date</th>
</tr>
</thead>
</table>

Contractor was relieved of Maintenance and Responsibility on ____________ by my letter (attached) with maintenance and responsibility assumed by ____________ thereafter.

<table>
<thead>
<tr>
<th>Agency or Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>JPB Project Manager</td>
</tr>
</tbody>
</table>

NOTE: This will be used for transfer of maintenance and responsibility ONLY and will not be used in any case involving acceptance of the Work. Executed copy with all attachments will be returned by Contract Officer to JPB Project Manager for final distribution. Acceptance of all Contract Work is through the Substantial Completion Process (GP 5.13)
# Notice of Final Completion Form

**Resident Engineer’s Manual**

## Appendix B – Directives and Forms

### DF-36 – Exhibit 3 – Notice of Final Completion Form

**Revision Number:** _____  **Date:** ________  
**Approved:** ________________________

### NOTICE OF FINAL COMPLETION

<table>
<thead>
<tr>
<th>CONTRACTOR ___________________________</th>
<th>CONTRACT NO. __________</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT DESCRIPTION (Scope of Work) ___________________________________________________________________</td>
<td></td>
</tr>
<tr>
<td>Recommend final acceptance of Work on __________. (Date)</td>
<td></td>
</tr>
<tr>
<td>Maintenance responsibility will be assumed by ________________________. (Agency or Contractor)</td>
<td></td>
</tr>
<tr>
<td>① Resident Engineer  Date</td>
<td></td>
</tr>
<tr>
<td>② Program Manager Construction  Date  ③ JPB Project Manager  Date</td>
<td></td>
</tr>
<tr>
<td>③ Deputy Director Engineering ??  Date  ⑤ JPB Transportation Manager ??  Date</td>
<td></td>
</tr>
<tr>
<td>FINANCIAL REVIEW COMPLETED ③  CONTROLLER  Date</td>
<td></td>
</tr>
<tr>
<td>⑤ Deputy Director Engineering ??  Date</td>
<td></td>
</tr>
<tr>
<td>The JPB authorized Final Acceptance of Work effective ____________. (Date)</td>
<td></td>
</tr>
<tr>
<td>Assumption of maintenance and responsibility by ________________________ from the effective date (Agency or Contractor)</td>
<td></td>
</tr>
<tr>
<td>Final Acceptance has been approved.</td>
<td></td>
</tr>
<tr>
<td>⑦ JPB Contract Officer  Date</td>
<td></td>
</tr>
</tbody>
</table>

Executed copy with all attachments will be returned to the JPB Project Manager who will forward to the Contract Officer for final distribution.  
Circled numbers (①) indicate the sequence for signature routing.
**QUANTITY VERIFICATION SHEET**

**Contract No. __________**

<table>
<thead>
<tr>
<th>PROJECT FEATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____________________</td>
<td>______</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIFIC LOCATION OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th><strong>Final</strong> Quantity</th>
<th>Extensions and/or Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>L.S.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Clear and Grub</td>
<td>L.S.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Trench Excavitation</td>
<td>648 CY</td>
<td>Final Quantity is 9% over the bid quantity of 592 CY. Work is complete.</td>
</tr>
<tr>
<td>4</td>
<td>Trench Backfill</td>
<td>640 CY</td>
<td>Final Quantity is equal to the bid quantity. Work is complete.</td>
</tr>
<tr>
<td>5</td>
<td>Aggregate Base</td>
<td>4 CY</td>
<td>Final Quantity is equal to the bid quantity. Work is complete.</td>
</tr>
<tr>
<td>6</td>
<td>Asphalt Concrete Paving</td>
<td>1 CY</td>
<td>Final Quantity is equal to the bid quantity. Work is complete.</td>
</tr>
<tr>
<td>7</td>
<td>Standard Main Concrete Manhole</td>
<td>4 EA</td>
<td>Final Quantity is equal to the bid quantity. Work is complete.</td>
</tr>
<tr>
<td>8</td>
<td>Metal Covers &amp; Frames</td>
<td>4 EA</td>
<td>Final Quantity is equal to the bid quantity. Work is complete.</td>
</tr>
<tr>
<td>9</td>
<td>Pipe 8” PVC</td>
<td>752 LF</td>
<td>Final Quantity is equal to the bid quantity. Work is complete.</td>
</tr>
<tr>
<td>10</td>
<td>Modification and/or relocation of unforeseen underground obstructions</td>
<td>Allowance</td>
<td>Final Quantity is 1% under the bid quantity of 762 LF. Work is complete.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Final Quantity is equal to the bid quantity. Work is complete.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Final Quantity is 88% the bid quantity of a $25,000 allowance. Final value of bid item is $2,957. Covered by CO #1.</td>
</tr>
</tbody>
</table>

Approved by:

___________________________    __________________________
Resident Engineer   Contractor       Subcontractor

Revision Number: _____Date:________

Approved: ________________________

Contract Day No. ________________

DATE
ACCEPTANCE OF CONTRACT NO. ________________

___________________________

>Title of Contract

CONTRACT INFORMATION

On __________, the Board of Directors authorized the General Manager to award Contract No. __________ for __________ (Title of Contract).

On __________, the General Manager issued the Notice of Award to ________ (Name of Contractor) for a contract price of $ ________.

Notice to Proceed was issued effective __________, with a scheduled completion date of __________. The contract was ________ (extended or shortened) at (Contractor or JPB’s) request in return for a ________ (credit or debit) of $ ________.

A contract closeout Change Order for $ ________ was written to adjust for the following differences in quantities and allowance items:

[List the pay items, increase or decrease, and amount of difference for each one.]

The work performed under this contract consisted of ________ (description). The work was performed at ________ (location, including street address where applicable) in ________ (city) within ________ (county).

FILING WITH COUNTY

The JPB will file a Notice of Completion and Acceptance with the County of ________.

____________________________________  _____________
Project Manager      Date

____________________________________  _____________
Chief Development Officer    Date

____________________________________  _____________
Department Manager, Procurement   Date
## CHECKLIST OF AUDIT ITEMS
**REQUIRED FOR CONTRACTS BEFORE CLOSEOUT**

<table>
<thead>
<tr>
<th>COMPLETED</th>
<th>DATE</th>
<th>INITIAL</th>
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</table>

* Not responsibility of contractor

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Appendix B – Directives and Forms
Resident Engineer’s Manual

Appendix B – Directives and Forms

STANDARD MANUALS

DF-36 – Exhibit 7 – Contract Closeout Check List

Revision Number: _____ Date:________
Approved: ________________________

CONTRACT CLOSE OUT CHECKLIST

☐ 1. Contractor notify CM of Substantial Completion and request inspection
☐ 2. JPB/CM conduct Substantial Completion Inspection
☐ 3. JPB/CM prepare consolidated Punch List
☐ 4. CM issue Punch List to Contractor
☐ 5. Contractor notify CM when the Punch List has been worked off
☐ 6. CM arrange for final walk through
☐ 7. CM verify Punch List Items have been satisfactorily completed
☐ 8. CM prepare Certificate of Substantial Completion (R.E. Manual PF-37, Exhibit #1) to JPB for signature and issuance)
☐ 9. Final Inspection conducted by JPB/CM
☐ 10. CM prepare Certification for Relief from Maintenance and Responsibility (R.E. manual PF-37, Exhibit #2) to JPB for signature and issuance
☐ 11. Final Acceptance of Contract Work (R.E. Manual PF-37, Exhibit #3) written by CM and submitted to JPB for signature and issuance
☐ 12. Contractor prepares “Proposed Final Invoice” including release of retention and submits to CM for review
☐ 13. Final Quantities verified by CM
☐ 14. Certified Payrolls from Prime Contractor and each subcontractor; CM review for prevailing wage as applicable and obtained Labor Compliance Officer approval and clearance
☐ 15. Apprentice and Trainee Certification from Contractor
☐ 16. Monthly Prompt Payment and Utilization Reports (including a final report for all subcontractors, DBEs and non-DBEs alike) and obtained DBE Officer approval and clearance (if required by the GP’s or the SGP’s).
☐ 17. Final Labor Summary from Contractor
19. Submittal of Project Record Documents as per Spec. Section 01720 from Contractor. To be delivered to Resident Engineer prior to Request for Final Inspection.

- Record Set of As-Built Drawings Stamped “As-Built” and signed by the Contractor
- Conformed Contract Documents
- Change Orders
- Approved Shop Drawings and Catalog Cuts
- Samples
- Clarifications of Explanatory Details and Specifications
- Inspection Reports
- Laboratory Test Reports
- Field Test Reports

21. JPB Audit perform review of Deliverable Documents List for completeness

22. Submittal of Operations and Maintenance Manuals from Contractor

23. Submittal of any required Training Manuals from Contractor

24. Guarantees and Warranties from Contractor to CM

25. Contractor turn over to JPB all surplus materials, spare parts, keys, special maintenance tools, etc. (R.E. Manual Section 4.19)

26. Resident Engineer prepares a “Construction Completion Report” (R.E. Manual Section 4.24)

27. Resident Engineer prepares and signs a “Specification Conformance Safety Verification” form (R.E. Manual Section 4.24. and form PF-37, Exhibits 8 and 9)

28. Where required by the System Safety Program Plan (SSPP), the Resident Engineer will prepare and sign a “Safety-Related Test Safety Verification” form (R.E. Manual Section 4.24)

29. JPB Project Manager completes all Operational Turnover Documentation
Resident Engineer’s Manual

STANDARD MANUALS

Appendix B – Directives and Forms

DF-36 – Exhibit 7 – Contract Closeout Check List - Continued

- 30. CM prepares Quantity Verification Sheet
- 31. CM prepares Closeout Change Order(s)
  - a) For quantity variations
  - b) Unused allowances
  - c) Any open Force Account Change Notices
  - d) Finalize any outstanding time-related issues and grant time extensions or assess Liquidated Damages
  - e) Resolve any outstanding or unresolved claims
- 32. JPB/CM identify any backcharges or claims against Contractor
- 33. JPB/CM review Proposed Final Invoice and comment or revise
- 34. JPB written verification of what was received for archiving
- 35. JPB Project Manager prepares Letter of Acceptance of Contract and sends to Procurement Officer (R.E. Manual PF-37, Exhibit #5)
- 36. JPB’s Project Manager files Notice of Completion and Acceptance with County. Thirty-day clock starts for filing of liens.
- 37. JPB Project Manager obtains copy of Lien Notices/Stop Work Orders
- 38. Contractor revise Proposed Final Invoice and submit as Approved Final Invoice with any outstanding claims to CM
- 39. JPB/CM approve Final Invoice for payment
- 40. Process Contractor's Final Payment Invoice
DF-36 – Exhibit 7 – Contract Closeout Check List – Continued

☐ 41. Submit Project Administrative Records from CM to JPB
   ☐ Testing records and documentation
   ☐ Sampling records and documentation
   ☐ Inspector’s Daily Reports
   ☐ Authorizations for Issuing Material to Contractor
   ☐ Monthly Progress Reports
   ☐ Request for Information documentation
   ☐ Change Requests
   ☐ Change Notices
   ☐ Force Account Sheets and Computations
   ☐ Force Account support for Materials
   ☐ Executed Change Orders, records of negotiations, pricing, and back-up documentation
   ☐ Logs of submittals, RFIs, CNs, COs
   ☐ Resident Engineer’s Punch Lists and workoff records
   ☐ Non-Conformance Reports
   ☐ Quality Assurance Issues and resolution
   ☐ Audit Issues and resolution
   ☐ Safety Issues and resolution
   ☐ Material Receiving Report Forms
   ☐ SSWPs
   ☐ Visitor Register
   ☐ Release and Hold Harmless sign-up sheets
   ☐ City and other outside agency permits, documents, approvals, etc.

☐ 42. JPB index and formally turned-over Archive Files to JPB “Drafting and Configuration Control Department”
JPB PROJECT
SPECIFICATION CONFORMANCE SAFETY VERIFICATION
for
Contract No. XXXX-XXX

CONTRACT TITLE

In accordance with the requirements of the JPB Project System Safety Plan, I verify the following:

1. The completed work has been accomplished in accordance with the final design documents and change notices/change orders, except as noted below:

EXCEPTIONS – (Use additional sheets as needed. List reasons for exceptions.)

Verification (Signature and Date)
Resident Engineer

Verification (Signature and Date)
JPB Project Manager

Verification (Signature and Date)
Safety Officer Caltrain
<table>
<thead>
<tr>
<th><strong>Platform and Access</strong></th>
<th><strong>Functional</strong> *</th>
<th><strong>Additional Work or Work Around</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Platforms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Railing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ramps</td>
<td></td>
<td></td>
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<tr>
<td>Elevators / Escalators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheel Chair Lift</td>
<td></td>
<td></td>
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<tr>
<td>Mini High Platforms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tactile Warning Tiles and Directional Tiles</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Platform Signage and Striping</strong></th>
<th><strong>Functional</strong> *</th>
<th><strong>Additional Work or Work Around</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Station ID Signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Station Directional signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Express Train Caution Signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No Fun Signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ped Crossing Warning Signs - Keep Right, Look Before Crossing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Standard Manuals

#### Appendix B – Directives and Forms

<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td><strong>No Trespassing, Suicide Prevention Signs</strong></td>
<td></td>
</tr>
<tr>
<td><strong>POP Signs</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Spot Cab Signs</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PNA Boarding Assistance Area Signs</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Information Display Cases</strong></td>
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<tr>
<td><strong>Yellow Warning Line and Warning Marks</strong></td>
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<tr>
<td><strong>PNA Pvm Markings</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ADA Pvm Markings</strong></td>
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<tr>
<td><strong>Platform Utilities</strong></td>
<td></td>
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<tr>
<td><strong>Electrical Service / Distribution</strong></td>
<td></td>
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<tr>
<td><strong>Water Service / Distribution</strong></td>
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<td><strong>Fire Protection</strong></td>
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<td><strong>Platform Lighting</strong></td>
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<td><strong>Electrical Distribution Cabinets</strong></td>
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<td><strong>Ped. Crossing</strong></td>
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<td><strong>Ped. Crossing Gates</strong></td>
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<td><strong>Ped. Crossing Signals</strong></td>
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<td><strong>Platform Accessories</strong></td>
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<td><strong>Shelters - PNA &amp; Passenger</strong></td>
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<td><strong>Seating &amp; Benches</strong></td>
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<td><strong>Trash Receptacles</strong></td>
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<tr>
<td><strong>TVM Shelters</strong></td>
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Appendix B – Directives and Forms
## Telecom/Electronic System

<table>
<thead>
<tr>
<th>Component</th>
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<tbody>
<tr>
<td>TVM Units</td>
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<tr>
<td>SAV Units</td>
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<tr>
<td>CID Translink Units</td>
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<tr>
<td>VMS Units</td>
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## Fencing

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<td><strong>Median Fencing</strong></td>
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<tr>
<td>Other Fencing</td>
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## Site/Parking Lot Signage and Striping

<table>
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<th>Signage/Striping Type</th>
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<tr>
<td>Parking Signs - Parking Ticket &amp; Lot Operator Information</td>
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<tr>
<td><strong>Parking Lot Striping</strong></td>
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<tr>
<td>ADA Parking Signs/Striping</td>
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<tr>
<td>Vehicular Directional Signs</td>
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<tr>
<td>Boarding Area Direction Signs</td>
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<tr>
<td>Exterior Pathway Directional Signs</td>
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<tr>
<td>Station Monument Sign</td>
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</tbody>
</table>

## Site / Parking Lot

<table>
<thead>
<tr>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underpass / Overpass</td>
</tr>
<tr>
<td>Bike Lockers and Racks</td>
</tr>
<tr>
<td>Site and Parking Lot Lighting</td>
</tr>
</tbody>
</table>
## Resident Engineer’s Manual

### Standard Manuals

<table>
<thead>
<tr>
<th>Parking Lot Pavement</th>
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<tbody>
<tr>
<td>Paths, Stairs &amp; Railings</td>
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<tr>
<td>ADA Accessible routes</td>
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<tr>
<td>ADA Curbs/Ramps</td>
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</tbody>
</table>

### Operations (JPB & Amtrak)

**Bulletins & Notices**

### Public Information

**Local area notification**

**Passenger notification (on-board / station)**

### Key:

*Items in Bold and Italics Font* MUST BE Completed and functional at all times during passenger revenue hours

### Inspection Team Representatives

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Manager</td>
<td></td>
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<tr>
<td>Safety</td>
<td></td>
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<tr>
<td>JPB Engineering</td>
<td></td>
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<tr>
<td>JPB Operations</td>
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<tr>
<td>Operating Railroad</td>
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</tbody>
</table>
DF-36 – Exhibit 10 – Station Variable Message Sign (VMS) in service flow chart

(Page 2 of 5)
DF-36 – Exhibit 10 – Station Variable Message Sign (VMS) in service flow chart
(Page 3 of 5)
DF-36 – Exhibit 10 – Station Variable Message Sign (VMS) in service flow chart
(Page 4 of 5)
DF-37 – POTENTIAL CLAIMS PROCESSING

Revision Number: _______ Date: _______
Approved: ___________________________

Purpose and Scope

This procedure describes how to process potential claims.

References
Resident Engineer's Manual, Section 9.4

Instructions

The Resident Engineer, in coordination with the Contractor, maintains and keeps updated a Potential Claim Log (shown as Exhibit 1). On the form, all incidents of concern to the Contractor, as expressed by the Contractor giving Notice of Potential Claim, are itemized in numerical order whether or not they involve time or money.

All potential claims are recorded regardless of whether a Change Request or a Change Notice number is issued. During the change process, the Contractor is advised by letter at any point when approval is denied. The letter will apprise the Contractor of the Public Contract Code Claim Procedure for its contract and the potential claim process.

Potential Claim Number

The Contractor assigns a Potential Claim Number (PC No.), in numerical order, as soon as any potential claim is recognized, whether or not the work actually involves a change in time or money. The number is identified on the Notice of Potential Claim submitted to the JPB.

The PC No. is assigned to only one incident or change. It will serve to uniquely identify a particular incident or change through all subsequent operations involving estimates, quantity take-offs, etc. It will be used in all correspondence concerning the Potential Claim throughout the life of the contract.
Recording Potential Claims

When a Notice of Potential Claim, or correspondence that contains such notice, is received, the Resident Engineer:

- Verifies that a consecutive Contractor Potential Claim Number (PC No.) is assigned. If not, the Resident Engineer acknowledges receipt of the correspondence, assigns the PC No., and informs the Contractor in the response.
- Logs in the potential claim.
- Establishes and maintains a potential claim file for each individual potential claim.
- Collects information applicable to the potential claim. This includes copies of pertinent Resident Engineer Daily Diary entries, Inspector's Daily Reports, Force Account forms, schedules, subcontract documents, correspondence on the subject, cost estimates, photographs, charts, copies of plans and specifications, and any other information that may be useful.

Analysis of the Potential Claim

The Resident Engineer performs the initial review and analysis of the Contractor's potential claim in consultation with the Project Manager and Program Manager Construction and must respond to the potential claim within the time limits specified in the contract. The date and letter number of the Resident Engineer's response is entered in the Potential Claim Log, and copy of the letter is filed in the specific potential claim file.

The Resident Engineer requests additional information or documentation from the Contractor if necessary, also within the contractual time limits.

If the Resident Engineer considers that the Contractor's potential claim has merit, he forwards the potential claim and his analysis to the JPB Project Manager. If they agree that there is merit, concurrence will be obtained from the appropriate monetary authority. The Resident Engineer will then issue a Change Order and follow Procedure DF-23.

If, however, the Resident Engineer does not conclude that the potential claim has merit, the Resident Engineer forwards the position paper to the Program Manager Construction Management for his and the JPB Project Managers' review. If they concur, the Resident Engineer formally denies the claim. The Resident Engineer shall clearly state the reasons for denying the claim.

Exhibits

Exhibit 1  Sample Letter Apprising Contractor of “Notice of Potential Claim” Process
Exhibit 2  Potential Claim Log
Date

Reference: (Contractor's) Letter No., (Title)

Dear Mr. NAME:

The change you requested was disapproved on (date) for the following reason(s):

(Insert reason or reasons itemized in clear paragraph form)

If you wish to file a Notice of Potential Claim, please follow the process described and the requirements given in General Provisions GP 9.9 Public Contract Code Claim Procedure of your contract.

Please keep us informed as we want to work with you to achieve a successful project.

Sincerely,

Resident Engineer
### DF-37 – Exhibit 2 – Potential Claim Log

<table>
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<tr>
<th>PC NO.</th>
<th>DESCRIPTION</th>
<th>CONTRACT NO</th>
<th>CONTRACT TITLE</th>
<th>CONDUCTOR’S LETTER</th>
<th>RESIDENT ENGINEER’S LETTER</th>
<th>CHANGE NOTICE</th>
<th>ESTIMATED TIME</th>
<th>CHANGE ORDER</th>
<th>COMMENTS</th>
</tr>
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</table>
Purpose and Scope

This procedure identifies the specific means of preparing and transferring contract files to permanent storage.

References

Resident Engineer’s Manual, Section 11.9
Document Control Procedures Manual Section 6 Document Closeout Procedures

Instructions

Document control closeout activities begin when construction of a project is substantially complete. This section describes each step of the process for archiving project records as part of project closeout from the field office to delivery to Central. This section addresses these differences.

Document Control Closeout at Field Offices

The document control team in the field office has the responsibility of transferring project records to the document control office at Central upon project completion. The document closeout process at the field office shall start immediately after substantial completion.

Verification of Correspondence Logs and Record Files

The field office Project Controls Manager shall notify the Document Controls Manager of the scheduled starting date for the verification process. The Document Control Manager shall then transfer to the field office all construction related documents filed for the contract at the central document control office.

First Step in the Verification Process

The first step the field document control staff will take in preparing for document closeout shall be to check the contents of the record files against the Expedition® Correspondence logs. A print-out of the Expedition® report All Correspondence by File Code Number shall be used for this purpose. This report lists the logged project documents by file code number. Checkmark each document that is located in the hard-copy files, and annotate the documents that are missing from the files as “missing”.

Revision Number: ______ Date: ______
Approved: ___________________________
If there are any documents listed in the Expedition® Correspondence logs that are missing from the files, every effort shall be made to locate the missing documents. If the originals cannot be found then they may be substituted with a print-out of the electronic copy. Add “e-copy print-out” to the “missing” annotation on the Expedition® report All Correspondence by File Code Number print-out. Only files that have gone through this verification process may be removed from the file cabinets and placed in storage boxes. File folders that have been set up in advance and have not been used shall be removed from the files.

Second Step in the Verification Process

The second step will be to verify that every log item has an electronic file attached to Expedition®. The following Expedition® logs shall be reviewed: Correspondence, Request for Info/Change, Meeting Minutes, Submittals, Proposals, Change Orders, Non-compliance Notices (when applicable). Documents shall be scanned and the electronic file attached to those log items that are missing electronic attachments.

As-Builts (File Code Number 290.03.01)

Each set of original as-builts shall have a formal transmittal addressed to the Engineering Records System Administrator, with copies to other project members as needed. If any as-builts have been processed as submittals, prepare a transmittal only for the Approved as-built submittals. The transmittal shall include the following information:

- Project title.
- If the as-builts do not include the whole project, specify the portion of the project that is included in the as-builts.
- Milepost range.
- Type of as-built drawings (e.g. track & civil, signal)
- Total number of drawing sheets.
- List of drawing numbers with last revision date.

As-builts shall be delivered to the document control office at Central together with the whole set of field office project records.

Boxing Record Files

Field office record files shall be delivered to the document control office at Central in storage boxes that meet the following specifications:

- Inside dimensions: 10” H x 12” W x 15” D.
- Heavy duty: 3-ply end and 2-ply side and bottom.
- Capacity: 800 lbs stacking weight.
- Lift-off style box lid.
The boxes may be full but not overflowing. Only file folders shall be placed in the storage boxes. No hanging folders or binders are allowed. File folders shall be placed in the boxes in order according to the sequence indicated in PCJPB Engineering Project File Structure.

All record files shall be boxed except for as-builts, as specified above. The following documents shall be boxed separately: oversized documents, permanent records, life records, and closeout records.

Permanent Records and Life Records

The JPB Record Retention Program specifies the length of retention for all types of records before they can be destroyed. Some records are singled out for perpetual retention (Permanent Records) or for retention during the life of equipment or structure (Life Records).

The documents listed below shall be pulled from the project records to be used by Engineering Archives at Central as permanent records or life records. Permanent records and life records shall be boxed separately. For small projects permanent and life records can be boxed together. RE shall confirm with Project Controls Manager if their project requires files to be boxed separately.

<table>
<thead>
<tr>
<th>PERMANENT RECORDS</th>
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<tbody>
<tr>
<td><strong>File Code</strong></td>
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<table>
<thead>
<tr>
<th>LIFE RECORDS</th>
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<tbody>
<tr>
<td><strong>File Code</strong></td>
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</table>
Closeout Records

The closeout process from substantial completion to final payment may continue for an extended period after the field office has delivered the project records to the document control office at Central. In order to facilitate easy access to the closeout records during this period, a box or several boxes shall be set aside for only documents with file code number 290.0, Closeout and Acceptance, and its sequence numbers (e.g. 290.01, 290.02, etc.).

These documents will remain in the document control files at Central until the closeout process has been officially completed, at which point they will be archived.

Archiving Forms and Closeout Reports for Expedition® Projects

A pink file folder labeled Document Control Closeout shall be the first folder inside the box. This folder shall contain the forms and reports listed below in the following order:

Archiving Forms: Box Contents
Project Summary
Engineering Records Summary
Closeout Reports: All Correspondence by File Code Number Report or Oversized Documents Log

Archiving Form: Box Contents

Enter the following information on the Box Contents form:
- Box ID number (format to be determined).
- Stage of project documents (Planning and Design or/and Construction).
- Project number (for Planning and Design documents).
- Contract number (for Construction documents).
- Project title.

The first file code number and the last file code number for the files placed in the box.

If the project documents are from the Construction stage only and the contract is a consolidation of more than one project, fill out the information on each of the projects that have been consolidated into the contract.

Archiving Form: Engineering Records Summary

The purpose of this form is to facilitate the process of locating a document. The Engineering Records Summary specifies the total number of boxes archived for the
contract and the box number where a specific type of document is located.

Enter the contract number and contract title only, and annotate “See Project Summary” on the Project No. and Project Title fields. This form shall be signed and dated by the field office Project Controls Manager documenting that the verification procedures specified in section have been completed. Attach the marked-up Expedition® report All Correspondence by File Code Number as back-up.

Closeout Report: All Correspondence by File Code Number

All boxes shall all have the All Correspondence by File Code Number report, except for the box for oversized documents. The report shall only include the file code range specified on the Box Contents form. Mark the report as follows: the first record in the box with the word “START” and the last record with the word “END”.

The following annotations shall be made on the All Correspondence by File Code Number report, except for the permanent records and life records boxes:

- Any documents within the specified file code range that are located in the permanent records box or life records box shall be labeled with the annotation “Permanent Record” or “Life Record” respectively.
- All as-builts that have been transmitted to the Engineering Records System Administrator shall be labeled with the annotation “Engineering Records”.
- Any documents that have attachments stored in box(es) assigned for oversized documents shall be labeled with the annotation “Oversized” and shall reference the corresponding box number.

Permanent records and life records skip file code numbers, so mark up the first permanent/life record in a file code as START and the break in the file code sequence as END.

Closeout Report: Oversized Documents Log

Boxes assigned for oversized documents shall not have the All Correspondence by File Code Number report. Instead, fill out the Oversized Documents Log (Exhibit W). Cross-reference the oversized document number with the file code number and log number.

Exhibits

None
STANDARD MANUALS

DF-40 – REVISIONS TO THE RESIDENT ENGINEER’S MANUAL

Revision Number: ________ Date:________

Approved: ___________________________

Purpose and Scope

This procedure describes how to revise the Resident Engineer's Manual.

References

Resident Engineer’s Manual, Section 1.3

Instructions

The person initiating the revision approaches the JPB Program Manager of Construction Management with the proposed change. The JPB Program Manager of Construction Management reviews the proposed change and comments as appropriate. Effects on other procedures are considered and evaluated.

The JPB Program Manager of Construction Management obtains JPB's Deputy Director Capital Programs concurrence before approving the revisions. When the JPB Program Manager of Construction Management has approved the changes, he or she directs the changes to be made.

Distribution

The revisions to the Resident's Engineer's Manual are distributed using the controlled distribution by which the manuals were originally disseminated. The updated Change Record shown as Exhibit 1 and the Acknowledgement of Receipt shown as Exhibit 2 accompany each set of revised pages. The Change Record is bound in the front of the Resident Engineer's Manual and retained until a new one is issued. The Acknowledgement of Receipt is returned, as directed, to the JPB Program Manager of Construction Management.

The JPB Manager of Construction's office retains the Acknowledgement of Receipt forms on file.

Exhibits

Exhibit 1 Change Record
Exhibit 2 Acknowledgement of Receipt
# RESIDENT ENGINEER’S MANUAL

## CHANGE RECORD

<table>
<thead>
<tr>
<th>Change Number</th>
<th>Date Issued</th>
<th>Affected Pages</th>
<th>Description of Change</th>
<th>Revision Number</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
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</tbody>
</table>

THIS IS TO BE INSERTED PRECEDING THE TITLE PAGE OF THE MANUAL WHEN IT IS ISSUED WITH THE CHANGE. THIS RECORD IS KEPT WITH ALL PREVIOUSLY ISSUED CHANGE RECORDS, WITH THE MOST RECENT IN FRONT.

1. This is the number of the change package issued. It is not a revision number, because a change may include different revisions, e.g., a new procedure (Rev. 0), a revised procedure (Rev. 1), and revisions to an already revised procedure (Rev. 2).

2. This is the date the change is issued.

3. This calls out the pages to be replaced, added or deleted. Often, only the PF number of the procedure is designated if the whole procedure is affected. This tells what to do with the affected pages.

4. This gives the revision number for the pages affected by this change. Often pages change when pagination is affected by revision. Actual changes in material are marked by sidebars, but collateral changes, such as a page number, are not marked.
Holdes of the Resident Engineer’s Manual

Distribution of Revisions to the Resident Engineer’s Manual

NAME
Construction Management

Distribution
4719
4758

The attached revisions to the Resident Engineer’s Manual constitute changes to a controlled document. Please insert or delete pages as indicated on the Change Record. Please advise XXXXXXXXXX, JPB Program Manager of Construction Management, if the numbered copy has changed hands, and indicate the new holder’s name and location when you return this acknowledgement. If the assigned holder has left the project and the manual has not been passed to another, please return the manual with this acknowledgement it is important to keep this document and its distribution current so as to maintain consistent and correct practices. Your cooperation is appreciated.

The material that is attached is considered important to performance work on the JPB Project XXX. Please acknowledge your receipt of it by signing and dating below and then by returning this document to XXXXXXXXXX, Program Manager of Construction, (address).

Received by _____________________ Date ___________
Appendix B – Directives and Forms

STANDARD MANUALS

DF-41 – CONTRACT FIELD SKETCH LOG

Revision Number: ________ Date: ________

Approved: ___________________________

Purpose and Scope

This procedure describes controlling Field Sketches and possible revisions to them.

References

Resident Engineer’s Manual, Section 6.3.3

Instructions

All Field Sketches issued in the field, as prepared by the Resident Engineer, are to be marked Revision 1 in the revision block. In addition, information is to be added to the following blocks:

- Contract Number
- Reference Drawing Number (if applicable)
- Sketch Number (sequential)
- Revision (initial sketch is No.1) (two places)
- Designed by (two places)
- Drawn by
- Date (two places)
- Description

When a sketch is converted into information contained on a drawing that becomes part of a Change Order, the number and date of the Change Order will be added to the Log.

The Resident Engineer maintains a log of all Field Sketches along with the original of the sketch. A copy of the sketch is forwarded to the Project Engineer. At the close-out of the contract, the originals of all sketches are forwarded to the Project Engineer.

Sketches that are revised will be recorded accordingly.

Exhibits

Exhibit 1  Field Sketch Control Log
Exhibit 2  Field Sketch Sample Drawing (8 ½” x 11”)
Exhibit 3  Field Sketch Sample Drawing (11” x 17”) Title Block

DF-41
## Field Sketch Control Log

**CONTRACT NO.**

**CONTRACT TITLE**

**FIELD SKETCH CONTROL LOG**

<table>
<thead>
<tr>
<th>DRAWING NO.</th>
<th>TITLE</th>
<th>CONF REV.</th>
<th>ISSUE DATE</th>
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<td>A</td>
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<td>ISSUE DATE</td>
<td>CO DATE</td>
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**DF-41 – Exhibit 3 – Field Sketch Sample Drawing (11 in x 17 in) Title Block**

- **Engineer’s Seal as Required**
- **Designed by CADD File No.**
- **Drawn by**
- **Checked by**
- **In Charge**
- **Reference Drawing Number**
- **Contract Number**
- **Approved**
- **Title Line 1**
- **Title Line 2**
- **Title Line 3**
- **Rev. Date by Sub.**
- **Description**
- **Sketch Number**
- **Rev.**