Revised 3-31-2025 at approx. 11:00 am to remove #2 Receive Update on the Trespasser Prevention Safety Plan (Pages 642-643).

JPB Board of Directors Meeting
Meeting of April 3, 2025

REVISED Supplemental Reading File

#	Subject
1.	Related to Item 10.e – Solicitation No: 24-J-C-107 Request for Proposals for Construction Manager General Contractor Services for the Middle Avenue Pedestrian and Bicycle Rail Undercrossing Project
~~2.~~	~~Receive Update on the Trespasser Prevention Safety Plan~~
~~3.~~2.	Receive Quarterly Report of the On-Call Alternative Project Delivery Negotiation Support Services Contract
~~4.~~3.	Receive Quarterly Report of the On-Call Communication and Signal Services Contract
~~5.~~4.	Receive Quarterly Report of the On-Call Construction Management Services Contract
~~6.~~5.	Receive Quarterly Report of the On-Call General Engineering Consultant Design Services Contract
~~7.~~6.	Receive Quarterly Report of the On-Call Management of Soil, Hazardous Waste and Other Environmental Compliance Services Contract
~~8.~~7.	Receive Quarterly Report of the On-Call Program Management Oversight Services Contract
~~9.~~8.	Receive Quarterly Report of the On-Call Professional Support Services Contract
~~10.~~9.	Receive Quarterly Report of the On-Call Design Review Services Contract
~~11.~~10.	Receive Quarterly Report of the On-Call Transportation Planning and Consultant Support Services Contract
~~12.~~11.	Receive Update on Corridor Crossing Strategy: Program Methodology
~~13.~~12.	Receive Update on Diridon Station Governance and Funding for Project Delivery

~~14.~~13. Receive Update on Battery Electric Multiple Unit (BEMU) Project – February 2025

~~15.~~14. Receive Update on Electric Multiple Unit Option Cars (EMU Option 1 & 2)

~~16.~~15. Receive Update Regarding PCEP Closeout Status

SOLICITATION NO: 24-J-C-107

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION MANAGER GENERAL CONTRACTOR SERVICES FOR THE MIDDLE AVENUE PEDESTRIAN AND BICYCLE RAIL UNDERCROSSING PROJECT

Issued

September 19, 2024

Submit Proposals at https://vendors.planetbids.com/portal/68007/bo/bo-search

Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306

Attention:
Ehab Azab,
Senior Procurement Officer
AzabE@samtrans.com
650-508-7732

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1 INVITATION

1.1 General

The Peninsula Corridor Joint Powers Board (JPB or Agency) seeks Proposals from qualified, California licensed general contractors (Proposers or CM/GC Contractors) to provide Construction Manager / General Contractor (CM/GC) services (Services) for the Middle Avenue Pedestrian and Bicycle Rail Undercrossing Project (Project).

The Agency, subject to Board of Directors' Approval, intends to award a Contract to the Successful Proposer for approximately eighteen (18) month base term for the Pre-Construction Phase, with an option for an eighteen (18) month term for the Construction Phase. The Successful Proposer will execute an Agreement for Services for the Pre-Construction Phase in the form of Appendix B: Agreement, and, if the parties agree on a Total Contract Price (TCP), an Amendment for the Work in the Construction Phase in the form of Appendix E: Construction Phase Amendment.

The Pre-Construction and Construction Phase Work described in this solicitation is considered a public works project subject to the State of California Labor Code and Prevailing Wage Laws. Attention is directed to the requirements set forth in Appendix G: Labor Code Requirements. Proposers must certify compliance with prevailing wage requirements in their Proposal.

A single Proposal is requested for both Pre-Construction Phase and Construction Phase Services solicited by this RFP. Selection will be on a best value basis, in accordance with the evaluation criteria set forth in RFP Section 6.9 Evaluation of Proposals and Selection Process.

The Agency intends to manage and deliver the Project Pre-Construction Phase, including the development of a TCP, under an Agreement with the Successful Proposer. If the TCP is acceptable to the Agency and agreed upon during the Pre-Construction Phase, the parties will execute an Amendment to bring the Construction Phase Work into the scope of the Contract.

If the TCP is not accepted by the Agency, the Agency, in its sole discretion, reserves the right to advertise the Construction Phase for competitive bidding. If the Agency issues a separate procurement for the Construction Phase, the CM/GC Contractor will be precluded from participating in the new procurement.

Proposers are directed to PlanetBids website (https://vendors.planetbids.com/portal/68007/portal-home) to access the preliminary Project drawings and materials provided by the Designer. These materials are posted with this RFP for the Proposer’s background and information.

The Agency intends to adhere to the following solicitation timeline, which is subject to change at the Agency's sole discretion:

1.2 Solicitation Timeline

Activity	Date
Request for Proposals Issued:	September 19, 2024
Pre-Proposal Meeting (optional):	September 25, 2024 at 11:00AM (PST)
Questions/Clarifications Due:	November 4, 2024 at 12:00PM (PST)
Agency's Response to Questions/Clarifications:	November 20, 2024 at 5:00PM (PST)
Proposal Due Date and Time:	December 5, 2024 at 2:00PM (PST)
Interviews (if required)	The week of January 6, 2025
Contract Award (tentative)	March 2025
Notice to Proceed (tentative)	March 2025

Proposals shall be submitted by electronic upload to the Procurement Portal at https://vendors.planetbids.com/portal/68007/portal-home prior to date and time indicated above. All Proposals shall be submitted in strict compliance with these RFP instructions. The Agency reserves the right to reject any Proposals that are not in compliance with the RFP and/or redact those portions of the Proposal that are not in compliance and not evaluate noncompliant Proposal sections. Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to Proposers without consideration.

Late submittals will NOT be accepted and will be returned unopened to the Proposer without consideration. It is the Proposer's sole responsibility to ensure the electronic submittals are received by the Agency representative on time. The official receipt clock is the Agency's clock.

Proposers interested in being notified of changes to the RFP posted to the Procurement Portal must:

1) Select and include in their PlanetBids vendor registration profile (https://vendors.planetbids.com/portal/68007/portal-home) at least one of the NAICS codes listed below; and
2) Download a copy of the associated RFP or any other posted document under the Files tab.

1.3 North American Industry Classification System (NAICS) Codes

Select one or more NAICS that are best aligned with your firm's core competency(cies).

TITLE	COMMODITY CODE	COMMODITY SET
Highway, Street, and Bridge Construction	237310	US-NAICS_2017
Other Heavy and Civil Engineering Construction	237990	US-NAICS_2017
Poured Concrete Foundation and Structure Contractors	238110	US-NAICS_2017
Other Foundation, Structure, and Building Exterior Contractors	238190	US-NAICS_2017
Administrative Management and General Management Consulting Services	541611	US-NAICS_2017
Process, Physical Distribution, and Logistics Consulting Services	541614	US-NAICS_2017
Other Scientific and Technical Consulting Services.	541690	US-NAICS_2017

1.4 Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Requirements

The Agency has an SBE preference policy to encourage the participation of SBEs, including DBEs, on contracts. The SBE preference is applicable to the Base Contract, Pre-Construction Phase Proposal only. SBE utilization is not required for award.

The Agency has established a contract-specific DBE utilization goal of twenty percent (**20%)** for the Construction Phase Direct Cost. Award of the Optional Services will be based, in part, on the CM/GC Contractor's proposed utilization of DBEs. Proposers must cooperate with the Agency in meeting DBE commitments and objectives.

Pre-Construction Phase	Construction Phase
Optional SBE Preference of up to five (5) points. See Appendix D: SBE Requirements for more information.	Required DBE goal of twenty percent (20%) or provide proof of good faith efforts. See Appendix H: Construction Phase DBE Requirements for more information.

1.5 License Requirements

Proposers and their proposed Subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. Proposer proposing as the CM/GC Contractor shall possess a valid California State Contractor's License, Class A (General Engineering) at the time of Contract award and throughout the contract term.

The CM/GC Contractor will also be required to ensure that all Subcontractors working on the Project are holding valid licenses suitable for their trade.

1.6 Point of Contact

For questions regarding this RFP, please contact Ehab Azab, Contracts & Procurement at: AzabE@SamTrans.com.

September 19, 2024
Date

/S/ Ehab Azab, Senior Procurement Officer
Contracts & Procurement Department
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306
Phone (650) 508-7732

2 ABBREVIATIONS AND ACRONYMS

These abbreviations and acronyms also apply to the Scope of Services, the Agreement, and the Construction Phase Amendment.

BAFO	Best and Final Offer
Caltrans	California Department of Transportation
CE	Categorical Exclusion
City	The City of Menlo Park
CM/GC	Construction Manager / General Contractor
CPM	Critical Path Method
DBE	Disadvantaged Business Enterprise
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
ICE	Independent Cost Estimator
JPB	Peninsula Corridor Joint Powers Board, also known as Caltrain
JV	Joint Venture
NEPA	National Environmental Policy Act
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration
PS&E	Plans, Specifications, and Estimate
RFC	Request for Clarification
RFI	Request for Information
RFP	Request for Proposal
SamTrans	San Mateo County Transit District
SBA	Small Business Administration
SBE	Small Business Enterprise
TCP	Total Contract Price
U.S. DOL	U.S. Department of Labor
VE	Value Engineering
VTA	Santa Clara Valley Transportation Authority
TA	San Mateo County Transportation Authority
WBS	Work Breakdown Structure

3 DEFINITIONS

These definitions also apply to the Scope of Services, the Agreement, and the Construction Phase Amendment.

TERM	DEFINITION
Addenda/Addendum	Supplemental additions, deletions, and modifications to the provisions of the RFP after the release of the RFP.
Agency	Caltrain, the entity providing commuter rail service along the San Francisco Peninsula, through the South Bay to San Jose and Gilroy. Depending on the context, the Agency may also include the Project sponsors and funding partner.
Agreement or Contract	The negotiated and legally binding arrangement between parties as to the course of action to deliver the Project. If the TCP is agreed upon by the parties, the Agreement will be amended to include the Construction Phase Work.
Amendment	A change or addition to the terms of the Agreement that leaves the original document substantially intact.
Approve, Approved, or Approval	Formal conditional determination in writing by the Agency that a matter or item is satisfactory for the Project.
Baseline Schedule	The Agency and CM/GC Contractor's agreed upon, fixed Project timeline that does not allow for variance without executing a bilateral Amendment.
Best and Final Offer (BAFO)	The term indicating that no further negotiation on the Total Contract Price (TCP) amount or Contract terms and conditions are possible.
Best Value Proposal	Proposal meeting the standards set by the RFP that the Agency determines, through the evaluation process and evaluation criteria described in this RFP, to present the best value to the Agency.
Best Value Proposer	The Proposer receiving the highest score for its Proposal, as determined by the Selection Committee.

TERM	DEFINITION
Business Day(s)	Day on which Agency is officially open for business.
Calendar Day(s)	Every Day shown on the calendar, beginning and ending at midnight.
Caltrans	California Department of Transportation.
Change Order	A written order to the CM/GC Contractor changing the terms or conditions of the Construction Phase Contract or adding, deleting, or modifying the Work.
CM/GC	Means Construction Manager / General Contractor. An alternative Procurement delivery method the Agency will use for this Project.
Competitive Range	Those Proposers shortlisted to advance to the next phase of the evaluation process whose Proposals have a reasonable chance of being selected for Contract award.
Conduct of Construction Plan	The Proposer's description of its actions and procedures that it will use to minimize adverse impacts to the rail operations, public, adjacent property owners, adjacent construction work by others, and traffic. The Plan shall explain how the Proposer intends to establish and maintain good relations and foster open and productive communications with all parties and include specific examples of successful implementation of these actions and procedures from past projects.
Confidentiality Index	The Proposer's summary of its Proposal information it believes to be exempt from disclosure under the California Public Records Act (CPRA), including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed.
Construction Management Plan	The Plan developed initially by the Designer and refined with the CM/GC Contractor's collaboration and input addressing the approach to manage the Construction Phase. Also known as the Conduct of Construction Plan.

TERM	DEFINITION
Construction Phase	The Project Phase following completion of the final design during the Pre-Construction Phase when construction begins.
Construction Phase Direct Cost	All labor, materials, equipment, and Subcontractors costs required for completion of the Construction Phase.
Construction Phase Firm Fixed Lump Sum Price	The compensation amount the CM/GC Contractor will receive for certain portions of the Construction Phase Work as further explained in Section 5.16 Cost Proposal.
Contract Documents	All components of the Agreement (forms, specifications, appendices, RFP, Proposal, and required documents) that define the roles, responsibilities, and Work required under the Agreement.
CM/GC Contractor	The Successful Proposer who is chosen by the Agency as having the Best Value Proposal and who thereafter executes the Agreement with the Agency.
CM/GC Contractor's Risk	Refers to the risks and liabilities that the CM/GC Contractor assumes during the course of the Project. It encompasses various potential hazards, insured risks, financial exposures, and responsibilities that the CM/GC Contractor is responsible for managing and mitigating.
Cost Proposal	The portion of the Proposal described in Form 13: Cost Proposal.
Day	Calendar Day unless otherwise specified.
Designer	The engineering firm of record selected by the Agency who has primary responsibility for the final design of the Project, pursuant to a separate agreement for professional design services with the Agency.
Disadvantaged Business Enterprise (DBE)	A for-profit small business concern as defined in 49 CFR Part 26.

TERM	DEFINITION
Emergency Response Plan (ERP)	Also known as a crisis management plan, it is a document that outlines the procedures, protocols, and strategies for effectively responding to and managing emergencies or crises that may occur during the Project.
Engineer's Estimate	The Total Contract Price (TCP) Estimate prepared by the Designer to provide an estimate of the anticipated or probable cost of the Construction Phase Work required on the Project.
Environmental Compliance Plan (ECP)	A document that outlines the specific environmental regulations, requirements, and measures that the Project must adhere to achieve and maintain compliance with environmental laws and standards. It serves as a roadmap for ensuring that all aspects of the Project align with the applicable environmental regulations and permits.
Executive Director	The Executive Director of the Peninsula Corridor Joint Powers Board or designee.
Final Acceptance	The satisfactory completion and acceptance of the Project Work as described in the Project General Conditions.
Joint Venture	A business arrangement where two or more independent entities come together to form a temporary partnership or collaboration to undertake a specific project. It involves pooling resources, expertise, and capabilities to jointly pursue a common goal or objective.
Key Personnel	Individuals from the Proposer's organization, as identified in the Proposal, to fill the positions specified in the RFP. The Agency considers these individuals to be essential to the successful completion and execution of the Services called for in this RFP.
Notice to Proceed	A written notice issued by the Agency to the CM/GC Contractor to proceed with the Work as specified therein on the date specified therein.
OPCC	Opinion of Probable Construction Cost at each design milestone.

TERM	DEFINITION
Open Book	A transparent and collaborative approach where both parties involved in the negotiation share relevant financial information, cost details or pricing structures. It involves a willingness to disclose and discuss financial data, calculations, and other factors that impact the contract or pricing terms.
Optional Services	Those Services the Agency, at its sole discretion, may add to the Scope of Services and authorize the CM/GC Contractor to proceed with the Work.
Organizational Conflict of Interest	Because of other activities or relationships with other Persons, a Person is unable or potentially unable to render impartial assistance or advice to the Agency, or the Person's objectivity in performing the Contract Work is or might be otherwise impaired, or a Person has an unfair competitive advantage in connection with the Agency's Procurement of the Project.
Person	Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or Governmental Person, including the Agency.
Pre-Construction Phase	The Project final design timeframe during which the CM/GC Contractor will provide assistance and input related to the design, construction planning, construction phasing, maintenance of traffic during construction, and completion of Project permitting; provide input regarding CM/GC Contractor's preferred construction means and methods and construction schedule; propose design and construction innovations; evaluate design and construction phasing recommendations to achieve the Project budget and schedule; and participate in formal value engineering (VE) workshops, if conducted, providing support and recommendations and analyzing formal VE proposals and recommendations, if conducted and proposed.
Pre-Construction Phase Firm Fixed Lump Sum Price	The total compensation amount CM/GC Contractor will receive for the Pre-Construction Phase.

TERM	DEFINITION
Procurement	The process the Agency is using to select the CM/GC Contractor for the Project. This is a one-step Procurement process to select the highest ranked Best Value Proposer to deliver the Project.
Project	The Middle Avenue Pedestrian and Bicycle Rail Undercrossing Project as described in this RFP, as more specifically described in Appendix A: Scope of Services, Section 4 Introduction and all other Work product to be provided by the CM/GC Contractor as a condition to Final Acceptance in accordance with the Contract Documents.
Project Management Plan (PMP)	A document that outlines the approach, processes, and key components of the Project. It serves as a roadmap for Project execution, providing guidance and direction to Project stakeholders, team members, and other interested parties.
Project Schedule	Approved schedule governing the CM/GC Contractor's delivery of the Project, including planning, design, construction, management, development, and completion and serving as the basis for determining the amount of monthly progress payments. Project Schedule can refer to the Preliminary Schedule, Baseline Schedule, or Working Schedule, depending on the context.
Proposal	The documents submitted by a Proposer in response to the RFP, which includes all required components.
Proposer(s)	The entity, comprised of an individual, Person, proprietorship, firm, partnership, professional corporation, business association, corporation, joint venture, combination thereof, or other legal entity however organized, participating in the Procurement process for the Project and that, if successful, will enter into the Agreement with the Agency, and thereafter potentially the Construction Phase Work.
Public Records Act	The California Public Records Act (California Government Code § 7920.000 *et seq.*).
Quality Assurance	Activities performed by the Agency or the CM/GC Contractor for preventing quality failures.

TERM	DEFINITION
Quality Control	Activities that are performed by the CM/GC Contractor, Designer, Subcontractor, producer, or manufacturer to ensure that a product meets Contract requirements.
Quality Management Plan	The Plan developed by the CM/GC Contractor to manage quality as documented in the Agency's quality procedures.
Quality Program	The overall quality management and associated activities performed by the CM/GC Contractor and the Agency and their interrelationships to ensure that all Work complies with the Contract, design documents, and Project specifications.
Relocation	As related to Utilities, each removal, transfer of location, in-place/out-of-service and/or protection of existing Utilities (including provision of temporary Utility services as necessary) of all Utilities that is necessary or advisable to accommodate or permit the Construction Phase of the Project. As related to right-of-way, each removal, necessary or advisable to accommodate or permit the Construction Phase of the Project.
Request for Proposals (RFP)	A written solicitation issued by the Agency seeking Proposals to undertake the Project and used to identify the Proposer offering the Best Value to the Agency.
Right-of-way	The real property (which term is inclusive of all estates and interests in real property, as well as licenses and permits authorizing occupancy) that is necessary for ownership and operation of the Project.
Safety Management Plan	A document that outlines the approach, policies, procedures, and responsibilities for managing safety with the Project. It provides a framework for identifying, assessing, and controlling risks, promoting safety awareness and ensuring compliance with relevant regulations and standards.
Selection Committee	Committee formed by the Agency to evaluate, score, rank, and select the Proposal offering the Best Value for the Agency.

TERM	DEFINITION
Services	The Work the Successful Proposer will deliver as described in Appendix A: Scope of Services.
Site	The Project right-of-way, temporary construction easement, and any other temporary rights or interests that the Agency or the CM/GC Contractor may acquire in connection with the Project for construction Work.
State	The State of California acting through its elected officials and their authorized representative, or the State of California in the geographic sense, depending on the context.
Subcontractor	Any Person with whom the Proposer has entered into any subcontract for any part of the Work, at any tier.
Submittal	Any document, work product or other written or electronic end product or item required under the Contract Documents to be delivered or submitted to the Agency. Notwithstanding the foregoing, an invoice submitted by the CM/GC Contractor seeking payments pursuant to the Contract is not a Submittal.
Substantial Completion	The time at which the Project Work as described Appendix A: Scope of Services has progressed to the point where it is sufficiently complete and the facilities such as railroad tracks and adjacent roadways are fully operational and open to traffic. See the General Conditions definitions for additional definition.
Successful Proposer	The Proposer receiving the highest score and is the highest ranked Proposer offering the Best Value to the Agency, as determined by the Selection Committee.
Technical Proposal	A document that presents the technical approach, methodology, and solution submitted by the Proposer to meet the requirements outlined in the RFP. It provides detailed information on how the Proposer intends to address the Project's technical aspects and deliver the desired outcomes. This is the written portion of the Proposal in response to this RFP, not including the Cost Proposal.

TERM	DEFINITION
Total Contract Price (TCP)	The Total Contract Price shall consist of all compensation due the CM/GC Contractor for completion of the Required and Optional Scope of Work/Services as per Appendix A: Scope of Services. It includes 1) Pre-Construction Phase Firm Fixed Lump Sum Price, 2) Construction Phase Direct Cost, 3) Construction Phase Firm Fixed Fee Lump Sum Price for Task 3, Advanced Enabling Work (to be negotiated during the Pre-Construction Phase), 4) Construction Phase Firm Fixed Fee Lump Sum Price for Task 4, Construction Phase Work, (to be submitted as part of the Cost Proposal), and 5) all other costs required for the completion of the Project that are not included in Items 1, 2, 3, 4, and 5 listed above.
Utility or Utilities	A privately, publicly, or cooperatively owned line, facility and/or system for supplying power, light, gas, telecommunications, JPB Fiber Optics communication, telegraph, telephone, water, pipeline, or sewer service if such lines, facilities, or systems are authorized by law to use public highways or other right-of-way for the location of their facilities. The necessary appurtenances to each Utility facility shall be considered part of such Utility. Without limitation, any service line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such service line. The term “Utility” shall specifically exclude existing stormwater facilities connected with drainage of the roadway or Caltrain right-of-way.
Utility Owner	The owner or operator of any Utility.
Utility Work	The Work associated with Relocation of Utilities, including the design, removal, and reinstalling construction Work, installation, manufacture, supply, testing and inspection, adjustments (including manholes and valves), temporary facilities, moving, rearranging, and otherwise required by the Contract Documents, including all labor, materials, equipment, supplies, Utilities, and subcontracted Services provided or to be provided by the CM/GC Contractor and/or the Utility Owners.

TERM	DEFINITION
Value Engineering (VE)	A systematic approach that aims to improve the cost-effectiveness of a project without compromising its functionality, quality, or performance. It involves analyzing the various components, systems, materials, and processes to identify opportunities for reducing costs, improving efficiency, and enhancing the overall value of the Project.
Work	All duties and Services to be furnished and provided by the CM/GC Contractor as required by the Contract Documents, including the administrative, design, engineering, quality management, Relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, labor, materials, equipment, documentation, and all other efforts necessary or appropriate to achieve Final Acceptance except for those efforts which the Contract Documents specify will be performed by the Agency or other Persons. In certain cases, the term is also used to mean the products of the Work.
Working Day	Any Calendar Day except Saturday, Sunday, holidays, or a Day when the CM/GC Contractor cannot perform Work on the controlling activity for at least fifty percent (50%) of the Day with at least fifty percent (50%) of the normal labor and equipment due to adverse weather-related conditions or suspension of a controlling activity that the CM/GC Contractor and the Agency agree benefits both parties.

4 INTRODUCTION

4.1 Summary and Term

The Agency intends to select a qualified, California licensed Construction Manager / General Contractor (CM/GC Contractor) to collaborate with the Agency's selected final design firm (Designer) to provide services for the Pre-Construction Phase during the development of the Plans, Specifications, and Estimate (PS&E) of the Project. The project delivery method for this Project is Construction Manager / General Contractor (CM/GC), pursuant to Public Utility Code Sections 103394-103399.1.

The Agency is committed to an open, collaborative, and transparent Project delivery experience with all delivery team members and Project-area entities. The Agency has selected the CM/GC project delivery method to allow for early cost and budget certainty and allow early contractor involvement on construction means and methods to reduce cost, expedite the delivery schedule, and incorporate Project features not achievable under the traditional Design-Bid-Build project delivery method. Specific Project goals and objectives include:

- Meet the Project delivery schedule to achieve the November 2027 target completion date or earlier.
- Meet the Project budget requirements, delivering a high-quality Project within or under the budget.
- Keep the Project area open for business during and after construction.
- Develop an effective partnership with the Project delivery team and affected Project participants.
- Enhance safety in the vicinity of the Project.

The CM/GC Contractor is being selected to provide the Agency, the City of Menlo Park (City), and the Designer with expertise and experience that will assist in decision making; conducting constructability reviews; presenting and assessing design and construction phasing and schedule recommendations and innovations to meet the Project schedule and budget requirements; supporting and participating in optional, formal value engineering (VE) workshops, if conducted; providing innovative Project delivery approaches; analyzing innovation or VE proposals and providing potential design and construction related modifications, if proposed; providing input to construction phasing and maintenance of traffic during construction; and supporting scope, budget, and schedule control.

The Agency seeks assistance in ensuring that the design and construction schedule optimize the Project delivery and allow for economical and efficient methods of construction with minimal disruption to the community and Caltrain rail operations. The Agency intends to select a CM/GC Contractor who can best provide the Services needed to achieve these objectives. Formal VE workshops, if required, will be conducted by a separate consultant selected by the Agency.

The selected CM/GC Contractor will be a member of a team composed of representatives from the Agency, the City, and the Designer. This collaborative approach is designed to foster inclusion and generate an efficient progression of the Pre-Construction Phase to the Construction Phase, considering input from key stakeholders.

The Agency intends that the CM/GC Contractor provide Pre-Construction Phase Services and, at the Agency's discretion and subject to agreement on a TCP, serve as general contractor for the Construction Phase for all Construction Services, including but not limited to civil, site structures, utilities, and grade separation construction. The Agency's collaborative approach with the CM/GC Contractor will continue through the Construction Phase, with the expectation that the parties will collocate their respective construction office facilities to the greatest extent feasible to continue to foster open communication and creative problem solving.

The Agency, at its sole discretion, may authorize the Successful Proposer to provide optional early Utilities Relocation, other enabling Project construction tasks to facilitate the Construction Phase Work and the Project Construction Phase Work (collectively, "Optional Services"). Following completion of the Pre-Construction Phase final design and upon agreement and acceptance of the TCP, the Agency, at its sole discretion, will authorize the CM/GC Contractor to initiate the Construction Phase Work under an Amendment to the Contract. The CM/GC Contractor’s right to perform Optional Services is not guaranteed, and these services will be awarded at the Agency's sole discretion.

The Designer will be selected to develop the Project PS&E. The Successful Proposer shall collaborate with the Designer during the Pre-Construction Phase to optimize the design to incorporate the CM/GC Contractor’s preferred construction means and methods and construction phasing, provide continuous VE, continuously assess Project risks and develop mitigation measures, and optimize the construction phasing and schedule. These Services are described in detail in Appendix A: Scope of Services.

The Project will be implemented by the Agency and the City. The Agency is the lead implementing agency responsible for delivering the Project (see Appendix A: Scope of Services). The City is the Project Sponsor and the funding partner. There will be considerable coordination with the City and other Project participants. Coordination with Project participants and Project-related decision-making are the sole responsibility of the Agency. The selected CM/GC Contractor team will support the Agency’s implementation and delivery team by providing construction-related consultation Services during the Pre-Construction Phase, including, but not limited to, project management; risk identification, management, and mitigation; collaboration with the Designer during their development of the PS&E; and other consultation and support Services, as may be required. The selected CM/GC Contractor is not responsible for Project design-related services; design is the sole responsibility of the Designer.

The Services to be provided to the Agency by the CM/GC Contractor consist of the following, as further explained in Appendix A: Scope of Services:

Required Services:

- Task 1. Enhanced Preliminary Engineering.
- Task 2. Pre-Construction Phase Designer Collaboration.

Optional Services:

- Task 3. Advanced Enabling Work pursuant to an amendment to the Contract, if the parties agree on a TCP.
- Task 4. Construction Phase Work pursuant to an amendment to the Contract, if the parties agree on a TCP.

Collectively, these tasks constitute the "CM/GC Contractor Scope of Services."

The CM/GC Contractor shall be familiar with and will be responsible for providing and performing all activities necessary to successfully deliver the Scope of Services through the completion of the final design during the Pre-Construction Phase. During the Pre-Construction Phase, the CM/GC Contractor will collaborate with the Designer to finalize documents for the Construction Phase. Following the Pre-Construction Phase and upon negotiation and agreement on the TCP, the Agency, at its sole discretion, may authorize the CM/GC Contractor to initiate early Advanced Enabling Work and to deliver the Construction Phase Work. The CM/GC Contractor shall identify and explain the necessity for any additional tasks not included in the Scope of Services or task to delete from the Scope of Services without affecting the Project long-term quality or operations, including any modified assumptions, required to successfully deliver the Project.

During the Construction Phase, it is critical that public impacts be minimized to local commerce, transit, residents, and commuter traffic at and adjacent to the Middle Avenue Pedestrian and Bicycle Rail Undercrossing construction Work. Access must be coordinated and maintained at all times to neighborhoods, residential areas, businesses, parks and recreational facilities, and transportation centers. Construction of infrastructure within and adjacent to operating railroad corridors must be conducted with extreme attention to public safety. Proposers are advised that construction for the Caltrain Electrification Program is now completed. Advanced and detailed planning of the sequence and limits of discrete construction activities, coupled with flexibility in coordinating daily, real-time adjustments to the planned construction operations, are necessary to ensure responsiveness to unanticipated events and community needs. Work around and adjacent to the Overhead Contact System (OCS) is critical to safety and Caltrain operations. Construction activity must be completed within established Work zones in the shortest time possible, with schedule certainty.

Advance construction packages are expected to maintain overall completion per the Project schedule, including Advanced Enabling Work.

Budget control is critical to Project success. The CM/GC Contractor shall provide current market pricing as a basis of its cost estimates. The CM/GC Contractor will be expected to make necessary recommendations so that the final construction cost for the Work does not exceed the budget. If the design milestone estimates exceed the Agency’s budget, the Agency will direct the Designer to revise the design, and the CM/GC Contractor shall update its estimate to reflect the updated design.

The Agency is well aware of construction industry concerns related to providing fixed price bids for construction work given supply chain issues, construction commodity availability and pricing fluctuations, and craft labor availability. On recent invitations for fixed price construction bids, the Agency has accommodated these concerns by providing

allowances for some commodity availability and price fluctuations. An example of the Agency's approach to accommodating commodity pricing fluctuation is included in Appendix E: Construction Phase Amendment and Part 5 – Supplemental General Conditions. The Agency anticipates applying the same or similar approach for this Project.

The CM/GC Contractor shall collaborate with the Agency to develop an agreed upon construction Baseline Schedule. The Agency currently anticipates issuing a Notice to Proceed (NTP) for the CM/GC Contractor's Pre-Construction Phase Work by February 2025.

For detailed information regarding the required Services, see Appendix A: Scope of Services.

If Approved by the Agency's Board of Directors, the Successful Proposer will execute an Agreement for up to eighteen (18) month term Pre-Construction Phase Contract. If a TCP for the Construction Phase Work is agreed to by the parties during the Pre-Construction Phase and upon approval by the Agency's Board of Directors, the Agency may enter into an Amendment with the CM/GC Contractor for the Construction Phase Work for an eighteen (18) month term. See Section 3, Term of Agreement in Appendix B: Agreement for Project timeline details.

All Construction Phase Contract modifications will be negotiated separately based on the final Design. The CM/GC Contractor will be required to manage all Work necessary to complete construction within work zones within the durations established by the schedule and as necessary to meet Project milestones.

The preliminary design plans and related documents provided to the Designer are posted with this RFP on PlanetBids website (https://vendors.planetbids.com/portal/68007/portal-home). In response to this RFP, Proposers are not required to perform a detailed cost estimate or take-off of the preliminary design plans. The plans and documents are provided for information and to further describe the scope of the civil and utilities construction as currently designed. The CM/GC Contractor shall assist the Designer during the Pre-Construction Phase in the advancement of the final design and construction documents.

As a first priority, the CM/GC Contractor will be required to perform a detailed review of the preliminary plans for constructability and cost savings opportunities and to provide a detailed construction cost estimate and quantity take-off that reflects current market conditions and pricing.

The Agency's Designer will develop technical specifications that will govern the Project construction with input from the CM/GC Contractor. These specifications will be a key part of the basis for pricing negotiations for the Construction Phase Contract. See Appendix E: Construction Phase Amendment for the Agency's Construction Phase Amendment requirements.

The Agency intends to solicit for multiple competitive Proposals, evaluate each Proposal received, rank, select, negotiate, and then award one (1) Contract to the Proposer with the highest ranked Best Value Proposal. If the parties agree on a TCP during the Pre-Construction Phase, the parties will execute an Amendment for the Construction Phase Work. All negotiations regarding the TCP shall be Open Book. Open Book means the

Contractor shall provide the Agency with access to all bid documents, quotations, takeoffs, other construction cost estimates, staff direct cost information, and overhead or other relevant information during TCP negotiations. The award of the Amendment for Construction Phase Services will be subject to the CM/GC Contractor posting one hundred percent (100%) performance and payment bonds in the form included in Appendix E: Construction Phase Amendment.

4.2 Explanation of the Total Contract Price

The TCP for Pre-Construction Phase and the Construction Phase Work that will be incorporated into the Construction Amendment to the Contract will be negotiated between the CM/GC Contractor and the Agency at the ninety-five percent (95%) design milestone. The Agency intends to establish the TCP no later than July 2026.

It is the Agency's intent to include a negotiated performance incentive program as part of the Construction Phase Work. The negotiated performance incentive program will include items critical to the Agency's business needs, such as the CM/GC Contractor's performance related to safety, schedule, quality, maintaining Caltrain transit operations during construction, achieving Project schedule and budget requirements, and the CM/GC Contractor's response time related to potential change orders and Agency requested changes. The performance incentive program details will be developed in collaboration with the CM/GC Contractor as part of the TCP development and negotiation.

In response to this RFP, the Proposer shall submit Form 13: Cost Proposal, in accordance with Section 5.16 Cost Proposal of this RFP. As requested in Form 13: Cost Proposal, the Construction Phase Firm Fixed Fee Lump Sum Price are the Proposer's profit and overhead for delivering the work. These values do not include the cost for Construction Phase Direct Cost as defined in Section 2 Definitions. The proposed Construction Phase Firm Fixed Fee Lump Sum Price shall not change regardless of the negotiated TCP, unless approved by the Agency. The Pre-Construction Phase Firm Fixed Lump Sum Price shall be inclusive of all associated Pre-Construction Phase costs, overhead, and profit, including potential consultants and Subcontractors. It will be included as part of the TCP and will be paid under the Contract in accordance with Appendix B: Agreement.

The Proposer shall provide a single Construction Phase Firm Fixed Fee Lump Sum Price for both self-performed and subcontracted Work. Separate Construction Lump Sum Prices for self-performed and subcontracted Work are not allowed. Any attempt by the Proposer to provide unbalanced or deceptive information or not include required estimates of cost on Form 13: Cost Proposal in an attempt to skew the Proposal evaluation may result in the Proposer's disqualification at the Agency's sole discretion.

The Pre-Construction Phase Lump Sum Price and Construction Phase Lump Sum Price are the total amounts the Contractor will be paid for delivering the Services as described in Appendix A: Scope of Services. The monthly manner of payment is based on the documented and agreed upon progress made to date delivering Appendix A: Scope of Services Tasks or Sub-Tasks, not on a percent of Lump Sum Price approach. Pursuant to Public Utilities Code Section 103397(c), the successful Proposer shall perform not less than thirty percent (30%) of the Construction Phase Direct Cost.

The scope for Task 3, Advanced Enabling Work, is currently undecided. CM/GC Contractor's Scope will be determined during the Pre-Construction Phase. The Construction Phase Firm Fixed Fee Lump Sum Price for Task 3, Advanced Enabling Work, will be negotiated during the Pre-Construction Phase. The Agency's current construction estimate, not including Advanced Enabling Work, escalated to the mid-point of construction is twenty million one hundred twenty thousand dollars ($20,120,000).

4.3 Information About the Peninsula Corridor Joint Powers Board

The Agency is a joint powers agency whose membership is comprised of the San Mateo County Transit District (District), the City and County of San Francisco, and the Santa Clara Valley Transportation Authority (VTA). The Agency has full responsibility for Caltrain passenger rail service between San Francisco and Gilroy. Acting as the Agency's operating arm, District staff is responsible for Caltrain's management. The Agency owns the rolling stock, right-of-way, and station facilities between San Francisco and San Jose with operating rights on Union Pacific trackage to Gilroy. TransitAmerica Services, Inc. provides train service, through an operating agreement with the Agency, between San Francisco and Gilroy. Caltrain serves 31-station along the 77-mile corridor, running approximately 104 weekday trains which include express, limited, and local trains. In conjunction with employer and community partners, the Agency operates a shuttle service that serves as a vital link between the rail system and work and community locations. Additional information about the Agency can be found at www.caltrain.com.

5 PROPOSAL CONTENT

5.1 Proposal Cover

To facilitate the Proposer's preparation of its Proposal and the Agency's review of same, all Proposals shall have a consistent font type with no smaller than twelve (12) point type size. Type style and size for graphics are at Proposer's option, but the font size shall be clear, legible, and easily read.

The Technical Proposal shall be limited to fifty (50) letter-size pages (8-1/2-inch by 11-inch), single-spaced, single column, with one (1) inch margins all around. Page headers and footers may be in the one (1) inch margin, but no Proposal text shall be in the margins. Each page within the designated page limit shall be numbered consecutively indicated as XX of 50.

The Proposer may include up to four (4) 11-inch by 17-inch pages for the organization chart, illustrations, graphics, or exhibits as part of the page limit. The 11-inch by 17-inch pages shall not include extensive text. Any 11-inch by 17-inch page will count as two (2) pages toward the page limit. Proposal content beyond the stated page limit will not be scored.

The Proposer shall include its draft Baseline Schedule indicating tasks and milestones for both the Pre-Construction Phase and Construction Phase Work. The draft Baseline Schedule shall be no more than six (6) 11-inch by 17-inch pages and shall be included as a Proposal Appendix.

The page limit does not include the Proposal Cover, Letter of Introduction, Table of Contents, divider tabs, proposed Key Personnel resumes, the draft Baseline Schedule, and other required Proposal attachments and forms.

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP unless clearly and specifically noted in the Proposal submitted and confirmed in the Agreement between the Agency and the Successful Proposer. Exceptions to the RFP conditions may result in rejection of the Proposal, at the sole discretion of the Agency.

To be accepted for evaluation, Proposals shall provide the requested information in a concise, well-organized manner and must follow the prescribed format and content order as outlined below. Proposers should provide a matrix that cross references technical information to the evaluation criteria. If the Proposer considers that any of the required submittal information overlaps between Proposal sections, cross-referencing the text sections is acceptable. However, if text cross-referencing is used, ensure it is clear so the Proposal reviewers can find any such cross-referenced text items and score the Proposal.

All Proposals shall be submitted in compliance with these instructions. The Agency reserves the right to reject any Proposals that are not in compliance with the RFP and/or redact or delete those portions of the Proposal that are not in compliance and not evaluate noncompliant sections.

5.2 Letter of Introduction

The Letter of Introduction, which must be on company letterhead and signed by an authorized individual, must introduce the firm and summarize its qualifications, identify its proposed Key Personnel to be assigned to this Agreement, and summarize the main qualifications of the proposed team. Note the Letter of Introduction is not scored as part of the Proposal evaluation.

Proposers shall indicate that they are prepared to sign the Agreement, as provided in Appendix B: Agreement, and Amendment, as provided in Appendix E: Construction Phase Amendment, or should specifically identify any requested changes to the Agreements, using the form provided in Form 3: Exception; and shall clearly state that they are able to meet the insurance requirements as set forth in Appendix C: Insurance Requirements. Proposers shall state in writing that they and any Pre-Construction Phase consultants or Subcontractors/Subconsultants agree to be bound by their Proposal for one hundred eighty (180) Days from the Proposal due date. Proposers must confirm that they have no impermissible conflicts of interest.

Note the Agency will only consider discussing or potentially negotiating those exceptions to the Agreement, Construction Phase Amendment, General Conditions, or other Contract documents with the Successful Proposer and only if those exceptions are included in the Proposer's Form 3: Exception provided with the Proposal.

If the Proposer is a Joint Venture (JV), an executed copy of the JV Agreement shall be included as an Appendix with the Proposal. Draft JV Agreements are not acceptable and may result in disqualification of the Proposal. The specific areas of responsibility (including administrative, technical, construction, and financial) for each member of the JV shall be addressed in the JV Agreement.

5.3 Table of Contents

Include a Table of Contents displaying the organization of the Proposal being submitted.

5.4 Team Organization and Management

Identify the Key Personnel and staff, including consultants and Subcontractors, if any, who will be directly engaged in the performance of the Work under the Agreement; and present the Proposer's team capacity to successfully perform the required Services.

Provide an organization chart showing the proposed team composition, organization, and lines of communication. The Proposer's team organization chart may present as much detail as the Proposer determines is sufficient to demonstrate the organization to deliver the Project. This team organization chart is included in the Proposal page limit.

The Proposer's firm organizational chart should illustrate the general organization of the Proposing firm or JV including the operating division responsible for delivering the Project Work in sufficient detail so the Agency understands its general firm or JV organization structure and lines of communication. It need not include intricate detail naming all reporting titles and individuals within the firm or JV. The firm's organization chart shall be submitted as an Appendix to the Proposal and is not included in the page limit.

Identify position titles and staff names, and for Key Personnel the proposed percentage of time that each of the Key Personnel will be dedicated to the Project. The organization chart shall indicate reporting and chain of command structure for the team. The organization structure shall suggest interfaces with the Agency's management and project controls staff and the Designer's delivery team. Implementation of these interfaces will be at the Agency's sole discretion and will be negotiated and adjusted if needed post-award with the Successful Proposer.

Identify all of the Services listed in Appendix A: Scope of Services for which Proposer intends to subcontract during both the Pre-Construction Phase and Construction Phase, including the intended consultant, Subcontractor, or specialty Subcontractor's name, location, Key Personnel from the consultant or Subcontractor firm, and their qualifications. Briefly describe the Proposer's approach to identifying and selecting Subcontractors. Briefly explain the Proposer's Construction Phase Subcontractor selection criteria including its approach to low bid or best value Subcontractor selection.

The Proposer shall address the use of Subcontractors, specialty Subcontractors, and consultants in its Proposal and include these costs in Form 13: Cost Proposal. A CM/GC Contractor intending to use any Subcontractors to perform Services must do so in accordance with the requirements of this RFP. All Subcontractors shall be listed on Form 11: Designation of Subcontractors/Subconsultants for the Pre-Construction Phase, submitted with the Proposal. The CM/GC Contractor must obtain prior written Approval by the Agency if it intends to use additional consultant(s) or Subcontractor(s) for the Pre-Construction Phase that were not Approved prior to Contract award. After the award of the Agreement, the Agency's prior written Approval of additional Subcontractor(s) or to remove consultant(s) or Subcontractor(s) is required.

5.5 Company Qualifications, Experience, and References

To be considered for award of the Agreement, each Proposer must provide information about its company so that the Agency can evaluate the firm's stability and ability to support the commitments set forth in response to the RFP. The Proposer must have expertise in the tasks specified in Appendix A: Scope of Services. The Agency, at its sole discretion, may require a Proposer to provide additional information and/or clarify submitted information. To be considered qualified for award of the Agreement, Proposers must:

1. Describe specific qualifications and construction expertise of the firm, including size of firm and years in business.
2. Provide the size and structure of the firm as evidenced by a firm organizational chart. The firm's organization chart may be included as an Appendix to the Proposal.
3. Identify and propose innovative construction techniques and Value Engineering (VE) proposals and design, means and methods, and schedule recommendations made either during Pre-Construction Phase or Construction Phase work, innovative construction phasing recommendations, proactive risk management techniques, or innovative means and methods approaches that have been used successfully on

other projects, which may facilitate the performance of Services and may not have been specifically stated in this RFP.

4. Have at least ten (10) years of experience (by the Proposer's firm, its team members, or Subcontractors) providing construction services for similar projects. This experience need not be specifically CM/GC project delivery experience. Firms with the required construction experience will be considered, even if they do not have specific CM/GC project delivery experience.
5. Have experience with construction methods anticipated for the Project construction required to maintain rail operations at all times.
6. Have experience in successfully managing work schedules, controlling construction costs, and providing updated TCP estimates during a pre-construction phase within an acceptable range of the Engineer's Estimate and the Independent Cost Estimate and providing the final TCP within an acceptable range within plus or minus five percent (±5%) of a final Engineer's Estimate and final Independent Cost Estimate.
7. Be capable of providing, substantially with its own staff, the desired Services, as delineated in the Scope of Services. The CM/GC Contractor shall commit to self-perform at least the percent stated in Section 4.2 Explanation of the Total Contract Price.
8. Have experience working with a project owner and designer on identifying, assigning, and mitigating project risks.
9. Have knowledge and understanding of applicable regulations and codes and be familiar with local conditions relating to the Project's Scope of Services.
10. Have accounting and controls systems in place to adequately manage the Contract.
11. Have a quality assurance and control system in place that addresses the checking of cost estimates, reports, record of safety, safety and security plan and other supporting documentation for work products delivered in-house and by subcontractors.
12. Have appropriate licenses, registrations, and certifications to perform the Work.
13. Have experience with working and coordinating with a project owner and designer during pre-construction design, utility relocations, construction, and closeout phases. If the Proposer does not have previous CM/GC project delivery experience, explain how the Proposer has worked with a project owner and designer during the Construction Phase to propose innovative construction methods and approaches, provide or support and evaluate formal VE proposals, incorporate its preferred means and methods to the construction work, provide design, construction means and methods, design and construction innovation, and schedule recommendations to meet project budget and schedule requirements, address project risks, and implement innovative construction phasing to optimize the project cost.
14. Provide a history of Contractor-initiated construction contract change orders, claims, or disputes greater than one hundred thousand dollars ($100,000) and experience mitigating or resolving claims before escalating to disputes for projects of similar size and scope over the past five (5) years.

Proposers must provide a minimum of three (3) and a maximum of five (5) references of Project Owners for whom, within the past ten (10) years, the Proposer has provided similar services as those called for in this RFP. Include transportation and transit agencies, if any. For each submitted reference, Proposers must supply a brief description of the services provided, the timeframe the services were provided, and current Owner contact information, original contract amount and explanation for any costs above the contract amount. References must be submitted on Form 2: Reference. Each reference shall be submitted on a separate Reference Form.

Do not list the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, or the San Mateo County Transportation Authority as references. However, if the Proposer has provided services to those organizations, such experience shall be provided in a brief summary table as an Appendix to the Proposal and will be considered by the Agency in its evaluation.

If the Proposer is a JV, describe the organizational arrangement and roles and responsibilities between the JV entity firms. Each Proposer shall submit sufficient evidence satisfactory to the Agency that the Proposer is in compliance with this RFP Section.

5.6 Qualifications and Experience of Key Personnel

Key Personnel are defined as those individuals who are essential to the successful completion and execution of the Services called for in this RFP. Some individuals may fulfill multiple positions on the Project, but the Proposer shall demonstrate how multiple assignments are within the capacity of the individual and the management team. Key Personnel must be available for the duration of the engagement and may not be substituted by the CM/GC Contractor without prior written Approval by the Agency. Substitution of Key Personnel without prior written Approval by the Agency will constitute a breach of the Agreement. At the Agency's sole discretion, indicating Key Personnel as "not available" or "not yet assigned," or Proposers requesting substitution of Key Personnel following Proposal submittal may result in disqualification of the Proposer. The Agency reserves the right to direct the removal of any individual, including Key Personnel, at its sole discretion at any time.

Each Proposer shall submit resumes of Key Personnel and an organization chart that identifies the proposed team structure and reporting responsibilities. If the Proposer is a multi-firm team, describe the organizational arrangement and roles and responsibilities between the firms. Work that Subcontractors will perform, if any, shall be indicated on a task basis.

This information must indicate sufficient evidence satisfactory that proposed Key Personnel have the skills, qualifications, experience, registrations and certifications, and availability to successfully complete the Services as further described herein and in Appendix A: Scope of Services. Proposers must describe the depth and quality of previous experience and number of years providing similar services, as well as necessary licenses, registrations, or certifications for all proposed Key Personnel.

Identify the Key Personnel and staff, including Subcontractors, if any, who will be directly engaged in the performance of the Work under the Agreement; and provide the Proposer's team capacity to successfully perform the desired Services. The Proposer's staffing plan and staff availability is crucial to the Project success. The Proposer shall include the following information in their Proposal:

1. Designate a **Project Manager for the Pre-Construction Phase** who will serve as the Agency's primary contact for the duration of the Contract. The Project Manager shall have at least fifteen (15) years of experience in a Project or Contract Manager role for projects with similar complexity and scale as the Project. The Project Manager shall have the certifications and registrations required for the assignment. This position will require proven experience with Box Jacking as it is the preferred method for an undercrossing. Registration as a Professional Engineer in the State of California is preferred and beneficial, but not required.
2. Designate a **Construction Manager** responsible for actively participating during the Pre-Construction Phase to ensure the CM/GC Contractor's preferred means and methods and phasing plan are incorporated into the final design. The Construction Manager shall monitor and direct the Construction Phase Work from conception to completion, ensuring safety protocols and staffing requirements are followed on the Project Site at all times, and examining and reviewing Construction Phase Work progress daily. The Construction Manager shall have at least fifteen (15) years of experience in a Construction Manager role for projects with similar complexity and scale as the Project. This position will require proven experience with Box Jacking as it is the preferred method. The Construction Manager shall have the certifications and registrations required for the assignment.
3. Designate a **Lead Scheduler** responsible for actively participating during the Pre-Construction Phase, collaborating with the Designer, developing and managing schedule data, developing forecasts, providing schedule information for monthly reports, identifying and proposing resolution for schedule variance, defining future spending, and participating in Project schedule review meetings. The Lead Scheduler shall have at least ten (10) years of experience in a scheduling role for projects with similar complexity and scale as the Project. The Lead Scheduler shall have the certifications and registrations required for the assignment.
4. Designate a **Lead Cost Estimator** who will actively participate and collaborate with the Designer during the Pre-Construction Phase, lead and supervise a team of heavy civil estimators, designate daily estimating assignments, and plan and participate in the preparation of progressive TCP estimates at each PS&E development milestone. The Lead Cost Estimator shall have at least ten (10) years of experience in a cost estimating role for projects with similar complexity and scale as the Project.
5. Designate a **Utility Relocation Manager** with demonstrated experience in managing Utility Work on major civil construction projects, with a minimum of five (5) years utility relocation and coordination experience. The Utility Relocation Manager shall be able to engage and maintain working relationships with public and private Utility Owners and will work extensively with the agency Utility Manager and shall have the understanding of the need for balance among the competing interests of scope, cost,

and schedule for Utility Work on a railroad project. The Utility Relocation Manager may fulfill multiple roles on the Project.

6. Designate a **Safety Manager** with a minimum of ten (10) years' experience working on safety programs for railroad or rail transit construction projects and experience in a management role. The Safety manager shall have experience working with Federal Railroad Administration (FRA) and OSHA safety regulations. The Safety Manager shall be available during Pre-Construction Phase Services, shall be located on Site by the onset of Construction Phase Services, shall not fulfill multiple roles on the Project, unless authorized by Agency, and shall have autonomy from the Project Manager.
7. Designate an **Environmental Manager** with a minimum of five (5) years' experience working on major construction projects that include work subject to review and permitting by environmental regulatory agencies. The Environmental Manager shall ensure compliance with environmental regulations and to mitigate the potential environmental impacts of a project. They will be responsible for implementing the Environmental Compliance Plan, including coordinating and managing environmental assessments, permits, and approvals.
8. The **Quality Manager** shall have a minimum of five (5) years' experience in railroad or rail transit construction and Box Jacking under tracks and roadways at a management or supervisory level and must have at least ten (10) years' experience in QA/QC activities, including preparation and implementation of Quality Plans and procedures for construction. The Quality Manager shall not fulfill multiple Project roles, unless authorized by Agency, and shall have autonomy from the Project Manager

Describe the qualifications and expertise, as well as roles and/or responsibilities of the proposed Key Personnel, including all consultants and Subcontractors, in providing services for owners comparable to the Agency. Proposers shall include full resumes, no more than two (2) pages in length, in a Proposal Appendix for all Key Personnel listed on the organization chart. Key Personnel shall remain the same throughout the duration of the Contract. Additional resumes and individuals may be included, but the rationale for their inclusion shall be made clear within the Proposal. Resumes shall include everyone's educational background, work history, length of tenure with the firm, professional or construction certifications (if applicable), and experience on similar projects. Resumes shall be tailored to highlight experience with projects of a similar scope, budget, and complexity. The Proposer shall provide contact information (name, e-mail address, and phone number) for two references for each proposed Key Personnel.

At its sole discretion, the Agency may contact references for any or all of those Proposers in the Competitive Range.

Identify proposed additional key staff or personnel who have experience in the areas of the expertise listed in Section 5.7 Understanding the Required Scope of Services.

A Proposer who intends to use any Subcontractors to perform Services must do so in accordance with the requirements of this RFP. Identify any of the Services listed in Appendix A: Scope of Services, for which the Proposer intends to subcontract, including the intended Subcontractor's name, location, Key Personnel or staff leads from the Subcontractor's firm, and qualifications. All consultants and Subcontractors that the

CM/GC Contractor intends to utilize during the Pre-Construction Phase shall be listed on Form 11: Designation of Subcontractors/Subconsultants for the Pre-Construction Phase. Form 11 shall be submitted with the Proposal and Approved by the Agency prior to Contract award. The CM/GC Contractor shall have prior written Approval by the Agency if it intends to use additional Subcontractor(s) that were not Approved prior to Contract award. CM/GC Contractor will be required to submit Form 14: Contractor's List of Subcontractors (Part I and II), Form 15-G: DBE Commitment for Construction Phase, and Form 15-H: DBE Information – Good Faith Efforts prior to execution of the Construction Phase Amendment.

5.7 Understanding the Required Scope of Services

Describe the Proposer's understanding of the required Scope of Services and explain the rationale for the proposed approach to providing the Work required under Appendix A: Scope of Services. The Proposer shall describe their experiences, qualifications and understanding the Box Jacking under an active railroad. The Proposal must (i) establish that the Proposer understands the Agency's objectives and Work requirements and (ii) describe the Proposer's ability to satisfy those objectives and requirements. Additional Work items included by the Proposer that are not specifically requested in the RFP must be clearly described as "Additional or Added Value Tasks" in this Proposal section and shall be included as separate line items in the Proposer's Form 13: Cost Proposal.

Briefly describe the Proposer's approach to enhancing the required team collaboration. Describe the recommended approach during key Project delivery milestones such as kickoff and Pre-Construction Phase planning, recommended innovation discussion and resolution, and TCP estimate review and follow up.

Develop a work plan, including the required Work scope and general timeline for the key deliverables and key milestones necessary to facilitate decision-making. Provide a description of the activities that will be undertaken to complete the various tasks and include any underlying assumptions.

Demonstrate the Proposer's understanding of the key risks and challenges, including but not limited to inflation, material availability and pricing, site constraints, supply chain disruption, and craft labor availability for delivering the Project and discuss risk identification, assignment, and mitigation measures such as placing construction material and supply orders early. Describe the proposed approach for addressing, assigning, and mitigating the identified and as yet unidentified risks and challenges

Describe how the CM/GC Contractor will coordinate with Agency operations on a daily basis to minimize impacts to on-going railroad operations. The CM/GC Contractor shall plan, arrange, and conduct its Work in a manner that permits the Agency to continue Operations and Maintenance (O&M) activities during construction and, where applicable and agreed to by all parties, to resume operations after very short duration interruptions for construction, on a timely basis.

Describe the Proposer's approach to, and experience with, safely maintaining traffic operations on adjacent major urban area streets and highways such as El Camino Real and Alma Street during construction.

Describe Proposer's approach to, and experience with, the successful construction of structures, including bridges and significant walls with similar scope, budget, complexity, context, and key interfaces on the Project.

Describe Proposer's approach to, and experience with, the successful construction of structures, including railroad crossings in urban areas near active street networks with commercial, recreational, and residential uses in the immediate vicinity.

Describe the Proposer's approach to, and experience with, the successful construction methods anticipated for the Project to eliminate interruption to rail operations.

Describe the Proposer's approach to, and experience with, the successful construction methods anticipated for the Project to work around the existing OCS.

Proposals shall describe the Proposer's approach to, and experience with, sustainable design and construction practices. The Proposal shall describe the Proposer's overall commitment toward sustainability and approach to advancing sustainability initiatives throughout the Project. The Proposal shall describe how the Proposer will organize their Sustainability Plan during Pre-construction Construction Phase Services and implement the plan during construction.

5.8 Construction Scheduling Utilizing P6 to Complete the Construction Phase Within Eighteen (18) Months

The Proposer shall include a Critical Path Method (CPM) construction schedule in Primavera P6 current version format based on the Agency's project development work to date. The schedule will include the detailed Pre-Construction Phase Work and the Designer's perspective of the major components of the Construction Phase.

The Proposer shall include a detailed description of its innovative approach to complete the Construction Phase in eighteen (18) months, as stated in Section 4.1 Summary and Term, utilizing P6 software as follows:

1. Describe the proposed methods of planning, scheduling, staging and delivering the project in eighteen (18) months.
2. Describe the CM/GC Contractor's approach to stage the construction that minimizes the disruption to the public.
3. Include Advance Enabling Work in P6 schedule.

5.9 Project Management Plan (PMP)

The Proposer shall include its Project Management Plan (PMP) in its Proposal include the following items as an Appendix to the Proposal:

1. Methods of planning, scheduling, and delivering tasks. Discuss coordination meeting strategies and expected participants and how the team will provide up-to-date and accurate information to the Agency for the Pre-Construction duration.
2. How team member and Subcontractor management will be handled, including the participation and management of DBEs.

3. Budgetary control management, including avoiding exceeding resources allocated for specific tasks and the overall terms and conditions.
4. How coordination with other nearby or adjacent projects and Project participants will be made.

5.10 Conduct of Construction Plan (CCP) Table of Contents and Annotated Outline

The Proposer shall include a brief description of its Conduct of Construction Plan (CCP) in its Proposal and the table of contents and annotated CCP outline with brief outline or bullet point descriptions of the following items as an Appendix to the Proposal:

1. Indicate the Proposer's actions and procedures that it will use to minimize adverse impacts to the public, adjacent property owners, adjacent construction work by others, and traffic.
2. How the Proposer will establish and maintain good relations and foster open and productive communications with all parties and brief examples of successful implementation of these actions and procedures from past projects.
3. The Proposer's plan to successfully manage Construction Phase Work schedules, identify and mitigate project risks, and control costs.
4. The Proposer's approach to integrating its CCP with the Agency's construction management and resident engineering approach.
5. Actions and procedures to minimize adverse impacts to rail operations, the public, adjacent property owners, adjacent construction work by others, and traffic. How the Proposer intends to establish and maintain good relations and foster open and productive communications with all interested parties. Brief, specific examples of successful implementation of these actions and procedures from past projects are encouraged.

4.2The Draft Project CCP will be developed initially by the Designer. The Designer will maintain ownership of the CCP during the Pre-Construction Phase and the CM/GC Contractor shall collaborate with the Designer to update the CCP. During the Pre-Construction Phase, the Designer shall be the entity with primary responsibility to own, update, and maintain the Draft CCP, and distribute the Draft CCP to the Agency's Project Manager.

As Pre-Construction Phase proceed, and the CM/GC Contractor provides input to the CCP related to its preferred means and methods and proposed construction phasing, the CM/GC Contractor shall further refine the CCP and assume full responsibility for the Construction CCP by the time the final design of the Pre-Construction Phase reaches the ninety-five percent (95%) completion milestone.

5.11 Quality Management Plan (QMP) & Table of Contents

Quality Management Activities ensure the Construction Phase Services are performed to meet standards and requirements, Work processes are performed efficiently and as

documented, and non-conformances found are identified and appropriate corrective actions are taken and documented. It is the CM/GC Contractor's responsibility to provide quality Work through the Project Work phases.

The CM/GC Contractor will include its Quality Management Plan (QMP) in its proposal. The CM/GC Contractor shall execute the Plan and demonstrate that the Project Work has undergone a rigorous review and coordination effort.

Proposals shall describe the CM/GC Contractor's approach and specific Quality Control methods including inspection and testing, and recommended interfaces with the Agency's Quality Assurance procedures. Specific examples of successful implementation of these actions and procedures from past projects are encouraged. Quantitative measures illustrating successful implementation of quality programs on past projects are also encouraged.

The Proposer shall include QMP table of contents bullet point descriptions as an Appendix to its Proposal as follows:

1. The process to set overall quality objectives in coordination with the Agency, Designer, and the City.
2. The name and title of staff responsible for Quality Assurance/Quality Control (QA/QC).
3. The key Project deliverables and critical Project processes that will be subjected to quality review.
4. The standards that will be used to evaluate the quality of Project deliverables and processes.
5. The completeness and correctness criteria.
6. The Quality Assurance (QA) activities to be used to ensure the quality standards for Project processes are met.
7. The Quality Control (QC) activities the Project will use to ensure quality standards for Project deliverables are met.
8. How often or when the QA/QC activities will be performed.
9. The QA/QC roles and responsibilities for the Project and actual resources assigned.
10. The quality-related tools used to support quality.
11. The QA/QC problem reporting plan.
12. Management responsibilities, including a listing of the following staff members and their roles, responsibilities, and authority related to delivering quality Work:
    a. Quality Control Manager
    b. Pre-Construction Phase team members (Project Manager, Construction Manager, Lead Scheduler, Lead Cost Estimator, , Utility Relocation Manager, Safety Manager, and any additional proposed Key Personnel)
    c. An organization chart showing the relationship between the Designer's team and the CM/GC Contractor's Pre-construction team

d. Construction Phase quality team members

13. Construction Phase quality procedures, to include the management and documentation of the following activities:

    a. Document control with regards to providing timely and comprehensive reports to the Agency documenting quality procedures

    b. Correction of any quality deficiencies reported during the Construction Phase

In addition, the CM/GC Contractor shall provide the Quality Management Plan that are the basis for FTA's guidance regarding QA/QC involving design, procurement, manufacturing, and/or construction:

1. Management Responsibility
2. Documented Quality Management System
3. Design Control
4. Document Control
5. Purchasing
6. Product Identification and Traceability
7. Process Control
8. Inspection and Testing
9. Inspection, Measuring, and Test Equipment
10. Inspection and Test Status
11. Nonconformance
12. Corrective Action
13. Quality Records
14. Quality Audits
15. Training

5.12 Safety Management Plan (SMP) Table of Contents and Annotated Outline

Provide the Proposer's most recent Workers Compensation Insurance experience modifier, and OSHA 300 form. Briefly discuss the proposed safety plan and approach to incident-free management of public safety risks, including the Proposer's safety experience and performance on projects involving construction adjacent to active railroad corridors; construction adjacent to or under Overhead Contact Systems (OCS); in-street construction under vehicular, bicycle, and pedestrian traffic in urban areas; and significant bridges and structures. Safety is a high priority given that the corridor will be most likely be electrified by the time construction begins. The Proposer shall include a brief description of its Safety Management Plan (SMP) in its Proposal and a table of contents and annotated SMP outline with brief outline or bullet point descriptions as an Appendix to the Proposal.

5.13 Emergency Response Plan (ERP) Table of Contents and Annotated Outline

The Proposer shall include a brief description of its Emergency Response Plan (ERP) in its Proposal and a table of contents and annotated ERP outline with brief outline or bullet point descriptions as an Appendix to the Proposal, including reporting requirements to the FRA. The final ERP will provide a structured approach to respond to emergencies swiftly and effectively, minimizing harm and disruptions. The final ERP will promote coordination among personnel, outline responsibilities, and ensure a timely and organized response to protect lives and assets and maintain the continuity of operations.

5.14 Environmental Compliance Plan (ECP) Table of Contents and Annotated Outline

The Proposer shall include a brief description of its Environmental Compliance Plan (ECP) in its Proposal and a table of contents and annotated ECP outline with brief outline or bullet point descriptions as an Appendix to the Proposal. This plan is crucial for the Project to operate in an environmentally responsible manner, meet regulatory requirements and mitigate potential environmental risks. It will set forth guidelines to ensure that the construction team's activities align with environmental standards, protect natural resources and minimize the impact on ecosystems and surrounding communities.

5.15 Financial Qualifications

Each Proposer must possess sufficient financial strength, resources, and capabilities to support and enable the Work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer's financial statements (Income Statements and Balance Sheets, only) for the previous three (3) years. Financial statements must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located and audited by an independent certified public accountant.

Submittal materials uploaded in the secure PlanetBids Procurement Portal have restricted access, are confidential, and are managed by the Procurement Administrator. Access to confidential materials such as Form 13: Cost Proposal and financial statements are only made available to a limited number of individuals within the Agency solely for the purpose of this Proposal evaluation process. Such materials will remain confidential until the conclusion of the evaluation process. (See RFP Section 6.15 Confidentiality.) Proposers may post password protected PDF files of these financial documents on the PlanetBids Procurement Portal and provide the access password to the procurement officer in a separate e-mail.

Proposers must demonstrate their ability to secure a line of credit if needed by letter from their financial institution.

Proposers must also demonstrate their ability to obtain insurance coverage that meets the minimum requirements of this RFP, as evidenced by a letter or a certificate from an underwriter confirming that the Proposer can be insured for the required amounts. At the Agency's sole discretion, Proposers who are involved in current or pending bankruptcy proceedings may be disqualified.

5.16 Cost Proposal

The Proposer shall submit Form 13: Cost Proposal for the Pre-Construction Phase and Construction Phase Work.

Pre-Construction Phase Fees

Pre-Construction Phase Costs shall include, but not be limited to, labor, materials, supplies, consultant and Subcontractor costs, taxes, overhead, insurance, and profit. By responding to this RFP, the CM/GC Contractor agrees that the unit prices proposed in Form 13: Cost Proposal are firm and the Agency will not re-negotiate these prices, regardless of any changes to the anticipated quantities.

Construction Phase Fees

The Proposer shall submit on Form 13: Cost Proposal for Construction Phase Firm Fixed Fee Lump Sum Price for Task 4 only. Task 3, Advanced Enabling Work, will be negotiated during the Pre-Construction Phase prior to executing options. Construction Phase Firm Fixed Fee Lump Sum Price will consist of the profit and overhead for the Construction Phase, which include, but not limited to:

1. Profit, project overhead, taxes, cost of bonds and insurance, and all soft labor costs.
2. All home, branch, or regional office related costs, including general and administrative expense, overhead, indirect and non-direct salaries.
3. Salary of any partner of the CM/GC Contractor, if a partnership or joint venture; any officer of the CM/GC Contractor, if a corporation; the individual if the CM/GC Contractor is a sole proprietor; any person employed, during the execution of the Work, in the main office or in any regularly established branch office.
4. Cost of non-Project assigned employees who expedite production or transportation of materials or equipment, whether engaged at home office, shops, or on the road.
5. Subsistence and travel costs for any and all Project-assigned personnel of the CM/GC Contractor, Subcontractors, consultants, and subconsultants.
6. All licenses, certifications, and registrations required by law.
7. Employee performance bonuses and incentives.

The Construction Phase Firm Fixed Fee Lump Sum Prices shall not change regardless of the amount of the agreed upon TCPs for each authorized optional Task, except as set forth in this paragraph. The amount of the Construction Phase Firm Fixed Fee Lump Sum Price will only change if the amount of the overall, agreed upon TCP is greater than or less than one hundred ten percent (110%) of the estimated Project budget as per Section 4.2 Explanation of the Total Contract Price, in this RFP. In that event, the CM/GC Contractor will be entitled to an addition or deduction to the fee, which shall be calculated by dividing the amount of the Construction Phase Firm Fixed Fee Lump Sum Price set forth on Form 13: Cost Proposal by one hundred ten percent (110%) of the Project budget noted in this RFP (to obtain the Construction Phase Firm Fixed Fee Lump Sum Price as

a percentage), and then multiplying that percentage by the amount that the overall TCP exceeds or recedes one hundred ten percent (110%) of the Project budget.

It is the Agency's experience that the Constriction Phase Firm Fixed Fee Lump Sum Price ranges five percent (5%) to ten percent (10%) of the estimated Project budget stated in Section 4.2 Explanation of the Total Contract Price, of this RFP.

The Construction Phase Firm Fixed Fee Lump Sum Price for Task 4. Deliver the Construction Phase Work shall be uploaded using Form 13: Cost Proposal. Proposer's failure to submit the required Form may result in rejection of the Proposal.

Submittal materials uploaded in the secure PlanetBids Procurement Portal have restricted access, are confidential, and are managed by the Procurement Administrator. Access to confidential materials, such as Form 13: Cost Proposal and financial statements, are only made available to a limited number of individuals within the Agency solely for the purpose of this Proposal evaluation process.

5.17 Levine Act

The Levine Act (Government Code 84308) is part of the California Political Reform Act of 1974. The Levine Act prohibits any Agency Board Member from participating in or influencing the decision on awarding a contract with the Agency to anyone who has contributed two hundred fifty dollars ($250.00) or more to the Board Member within the previous twelve (12) months. The Levine Act requires a member of the Agency Board who has received such a contribution to disclose the contribution on the record of the proceeding. Agency Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Agency or for twelve (12) months following the date a final decision concerning the contract has been made.

Proposer must complete and submit with their Proposal Form 4: California Levine Act Statement. Include this Form 4: California Levine Act Statement in a Proposal Appendix.

5.18 Licenses and Certifications

Proposer and proposed Key Personnel shall hold and maintain during the Contract period including any option extensions, required certifications and licenses, appropriate professional licenses and certifications to perform the Work specified in this RFP. Proposers may list any relevant licenses and/or certifications and the name of the issuing entity with their Proposal. Copies or proof of such licensure and/or certification may be requested by the Agency. Refer to Section 1.5 License Requirements for required California State Contractor's License.

5.19 Environmentally Preferable Purchasing Policy

It is the intent of the Agency to use its purchasing power to support the sustainability aspects of the San Mateo County Transit District's Strategic Plan and its Sustainability Initiative. By incorporating environmental considerations into its purchasing process, the Agency intends to achieve four (4) sustainability goals:

1. Reduce the adverse environmental impact of its operations;
2. Influence its vendors to emphasize sustainability in their operations, products, and services;
3. Support the market for recycled and environmentally preferable goods; and
4. Realize cost savings resulting from better utilization of resources.

Accordingly, the Agency requires Proposers to include environmentally preferable products and materials, and/or provide details of their environmentally sound business practices in their Proposals.

5.20 Conflicts of Interest

The Proposer selected to serve as CM/GC Contractor through this RFP will not be prohibited from working under separate contracts with the San Mateo County Transit District, the Peninsula Corridor Joint Powers Board, or the San Mateo County Transportation Authority, collectively referred to as Agencies, unless such work creates a conflict of interest, real or apparent, that would render the CM/GC Contractor ineligible to undertake such Work during or after the term of the Agreement. The Proposer shall provide a list in their Proposal of its current contracts that involve work with the Agency/Agencies, including its relationship to each Agency and a brief description of its job under the contract. The Proposer must identify any potential conflicts that may compromise its delivery of an unbiased Work product.

By submitting a Proposal, the Proposer represents and warrants that no director, officer, or employee of the Agency is in any manner interested directly or indirectly in the Proposal or in the Agreement that may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Proposer warrants and represents that it presently has no financial interest and agrees that it will not acquire any financial interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of the Services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

5.21 System for Award Management (SAM)

The System for Award Management (SAM) is the official U.S. Government system that consolidates the capabilities of Central Contractor Registration / Federal Agency Registration (CCR/FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). Firms submitting Proposals must be registered on the SAM website at:

https://sam.gov/SAM/pages/public/searchRecords/search.jsf prior to award

In the case of a Joint Venture, it is acceptable if both parties are individually and currently registered with Sam.Gov on the Proposal submittal date. The Joint Venture shall be registered on Sam.Gov prior to Notice of Award.

5.22 Ukraine/Russia Related Sanctions

As a public agency with contracts with state and federal departments and agencies, the Agency is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, “Economic Sanctions” are defined as those imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a Proposal, the Proposer represents that it is not a target of Economic Sanctions. Should the Agency determine the Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer’s Proposal any time prior to Contract execution, or, if determined after Contract execution, shall be grounds for termination by the Agency

6 SOLICITATION PROCESS

6.1 Solicitation Timeline

The Agency intends to adhere to the timeline stated in the Invitation. However, the stated timeline may be amended at the Agency's sole discretion.

6.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held virtually via MS Teams where staff will be available to answer Proposers' questions. Register in advance for this meeting at:

https://events.gcc.teams.microsoft.com/event/03ae2c7b-5af8-4057-8cf6-26d6c779e4f0@1a34d2f7-11e2-4a45-b4cd-47ceeb1d21be

After registering, you will receive a confirmation email containing information about joining the meeting.

The Pre-Proposal Conference will not be recorded. Verbal responses to any questions or discussion at the Pre-Proposal Conference are not binding and shall not be considered as incorporated into the RFP requirements, unless the question is submitted in writing as required in this RFP and the Agency provides a formal written response.

The attendee list and any presentation reviewed during the Pre-Proposal Conference will be uploaded on PlanetBids Procurement Portal.

The RFP Documents are available for download on the Agency's Procurement Portal (Portal). To download and respond to posted solicitations, Proposers shall register as a vendor by visiting: https://vendors.planetbids.com/portal/68007/portal-home.

Once registered, follow these instructions to download the documents:

1. Log in to the Portal.
2. Double click on "Bid Opportunities" under "Vendor Portal" and scroll down to select the Project number and title.
3. From the top menu select "Documents" and choose the document you want to view/download from by clicking the blue button on the right side of each document.

For technical questions, please contact PlanetBids Monday through Friday from 8:00 a.m. to 5:00 p.m. (PST) by email at support@planetbids.com or call (818) 992-1771 Ext. 0.

6.3 Submission of Questions and Requests for Clarification

All Questions and/or Requests for Clarification (RFC) shall be submitted in writing via the Portal by clicking on the "Vendor Discussions" tab of the desired solicitation. The Agency's written response to Questions and/or Requests for Clarification will be posted on the Portal. Only questions or RFCs posted on the Portal will be addressed. Questions will not be addressed unless they are posted on the Portal. Please refer to Section 1.2 Solicitation Timeline, in this RFP for date and time deadlines.

6.4 Addenda to RFP

The Agency reserves the right to amend this RFP at any time. Any amendments to or interpretations of the RFP must be described in written Addenda.

Proposers that accessed any of the documents of the RFP will be notified of the issuance of any Addenda or response to RFCs; however, it is the Proposers' responsibility to monitor the Portal on a regular basis. Only signed Addenda, issued by the Contracts & Procurement Department's authorized personnel, are binding. Proposers are required to acknowledge receipt of all Addenda, if any, during the submission of their Proposals.

Failure of any prospective Proposer to receive the notification or Addenda does not relieve the Proposer from any obligation under the RFP as clarified, interpreted, or modified. All Addenda issued must become part of the RFP. Proposers must acknowledge the receipt of each individual Addendum in their Proposals on the Form 1: Proposal Cover. Proposer's failure to acknowledge in its Proposal receipt of Addenda may, at the Agency's sole option, cause the Proposal to be rejected.

If the Agency determines that the Addenda may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed by the number of Days that the Agency determines will allow Proposers sufficient time to revise their Proposals. Any new due date will be included in the Addenda.

6.5 Submission of Proposals

Proposers must submit their Proposal by uploading to the Procurement Portal https://vendors.planetbids.com/portal/68007/portal-home prior to the closing date and time set forth in Section 1.2 Solicitation Timeline. Hard copy submittals will NOT be accepted; if submitted hard copy Proposals will be returned unopened to Proposers without consideration. It is the Proposer's sole responsibility to ensure the electronic submittals are received by the Agency representative on time. The official receipt clock is the Agency's clock.

For technical questions, please contact PlanetBids Monday through Friday from 8:00 a.m. to 5:00 p.m. (PST) by email at support@planetbids.com or call (818) 992-1771 Ext. 0.

6.6 Cost of Proposal Development

This RFP does not commit the Agency to enter into an Agreement, to pay any costs incurred in the preparation or presentation of a Proposal, nor to procure or Contract for any Services. The Proposer waives any claim against the Agency for costs incurred in preparing a Proposal and responding to this RFP.

6.7 Validity of Proposals

Submission of a Proposal constitutes a firm offer to the Agency for one hundred eighty (180) Days from the submission deadline for Proposals.

6.8 Withdrawal of Proposals

A Proposer may withdraw its Proposal, without prejudice, electronically through the Portal at https://vendors.planetbids.com/portal/68007/portal-home prior to the Proposal closing date and time. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.

After the Proposal due date, a Proposal may be withdrawn only if the Agency fails to award the Agreement within the Proposal validity period prescribed above in Section 6.7 Validity of Proposals, or any agreed-upon extension thereof.

6.9 Evaluation of Proposals and Selection Process

Proposals will be screened to ensure Proposers' responsiveness to the requirements of the RFP and the responsibility of the Proposer. A Proposal will be considered responsive only if it complies in all material respects to the requirements of the RFP. Proposals found to be non-responsive may not be further considered. However, the Agency, at its sole discretion may waive minor irregularities or request additional information from the Proposer to correct any of these minor irregularities or omissions. Extensive irregularities or omissions may render the Proposal non-responsive, and no follow-up action will be taken. The Agency intends to award a Contract to the highest-ranked, responsible Proposer who submits a Best Value Proposal for provision of the Services.

The Agency may reject as non-responsive any Proposal that does not include the required documents referenced herein. However, the Agency reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their Proposals.

Selection Committee

A Selection Committee (Committee), which will include members of Agency staff, Project Sponsor representative(s), and possibly one or more outside experts, will review the Proposals submitted and rank them according to the weighted scoring criteria as set forth in this section. The Selection Committee will evaluate and score the Proposals to determine a Competitive Range, which will include the Proposals that have a reasonable chance of being selected. Only those Proposers in the Competitive Range will advance to the next phase of the evaluation process. The Agency reserves the right to request additional information and clarifications during the evaluation and selection process from any or all Proposers regarding their Proposals.

The Committee's composite scores for all steps of the evaluation process will comprise the official record for the Proposal evaluation process. The Selection Committee individual evaluation records will not be available for public inspection at any point during or after the evaluation process. By submitting a Proposal, Proposers agree to be bound by these terms and will not later challenge said terms.

Proposal Evaluation Process

The Proposers' Proposal, interview/presentation, and Cost Proposal will be evaluated utilizing the criteria identified below. In ranking Proposals, the Agency will consider the Proposal material submitted, interview/presentations (if any are held), cost, and relevant

information included in the Proposal or provided about a given Proposer, such as references and financial capacity. The Agency will not assume that a Proposer possesses any capability unless such a capability is established by the submitted Proposal. Only responsive materials provided in the Proposals will be evaluated and scored. The Agency reserves the right to use any information that is available to the general public in this process.

Proposal Evaluation Scores

Proposals, interview/presentation, and cost will be evaluated using the Evaluation Criteria described below and assigned points per each criterion as indicated below:

Item #	Evaluation Criteria	Max Points
A	**Responsiveness Check**	**Pass/Fail**
B	**SBE Preference**	**5**
C	**Technical Evaluation**	**115**
C-1	Team Organization and Management	5
C-2	Company Qualifications and Experience	25
C-3	Qualifications and Experience of Key Personnel	25
C-4	Understanding the Required Scope of Services	35
C-5	Construction Scheduling Utilizing P6 to Complete the Construction Phase within Eighteen (18) Months	15
C-6	Plan Table of Contents and Annotated Outlines A. Project Management Plan B. Conduct of Construction Plan C. Quality Management Plan D. Safety Management Plan E. Emergency Response Plan F. Environmental Compliance Plan	10
D	**Cost Proposal**	**30**
	Total Possible Points	**150**

After the Proposals pass the Responsiveness Check, the Technical Evaluation Committee will decide which Responsive Proposals are in Competitive Range based on the Technical Evaluation Criteria. Then, the lowest Cost Proposal in the Competitive

Range will be assigned the full cost points. Other Proposers in the Competitive Range will receive Cost Proposal points based on following formula:

Proposer "A" cost evaluation points equal the maximum Cost Proposal points multiplied by [(Dollar Amount of the Lowest Cost Proposal in the Competitive Range) divided by (Proposer "A's" Cost Proposal Dollar Amount)].

At its sole discretion, the Agency may contact references for any or all of those Proposers in the Competitive Range.

6.10 Interviews

Following the initial review and scoring of the Proposals, one or more Proposers may be invited to participate in the next step of the selection process. This step may include the submission of additional information, as described below, and/or participation in an interview/presentation. If the Agency conducts interviews/presentations, it will do so only with those Proposers found to be within the Competitive Range. Attendees at an interview/presentation shall be restricted to those individuals who will have direct involvement delivering the Services. The Agency expects that, at a minimum, the Project Manager, Construction Manager, Lead Scheduler, and Lead Estimator shall attend the interview/presentation. Other Key Personnel may also attend. Corporate executives, marketing personnel, and individuals without a specific assignment on the organization chart shall not attend or participate in any way in the interview/presentation process. Please refer to Section 1.2 Solicitation Timeline in this RFP for tentative interview/presentation dates. Additional details will be provided with the interview/presentation announcement invitation.

Any additional information provided by Proposers during the interview process will be documented and can be used in the evaluation of Proposers. Proposers are encouraged to use these discussions in developing their Best and Final Offers (BAFOs).

6.11 Revised Proposals and Negotiations

The Agency reserves the right to negotiate with any individuals or qualified firms, to request revised Proposals, to visit the Proposers' office or project sites, to interview or not, and/or to request BAFOs if it is in the best interest of the Agency to do so. Upon completion of this step in the selection process, the Committee may re-rank the firms remaining in the Competitive Range, in accordance with the evaluation criteria set forth above.

The Agency reserves the right to further reduce the Competitive Range at any time during this step of the evaluation and selection process and the Agency may hold simultaneous discussions with those Proposers that remain in the Competitive Range. Proposers who are no longer in the Competitive Range and will therefore not continue to the final step of the selection and evaluation process will be notified as soon as it is practicable.

The Agency may accept the Proposal, may negotiate with the highest ranked Proposers, and/or may elect to request revised Proposals and/or BAFOs from all the Proposers remaining in the Competitive Range. At its sole discretion, the Agency may also reject

any or all Proposals. The Agency also may award an Agreement without conducting interviews/presentations or negotiations.

The Agency will attempt to reach a final agreement with the highest ranked Proposer. However, the Agency may, at its sole discretion, terminate negotiations and reject the Proposal if it appears a favorable agreement cannot be reached. The Agency may then attempt to reach a favorable agreement with the second highest ranked Proposer and may continue, in the same manner, with remaining Proposers until an agreement is reached.

6.12 Contract Award

The Selection Committee will make a recommendation of award, if any, to the Agency's Board of Directors or designee. All Proposers will be notified of the Agency's intent to award via the Agency's Procurement Portal. No Agreement will be in force until a written authorization to proceed is issued by the Director, Contracts & Procurement or designee.

The Successful Proposer, to whom award is made, must execute a written Agreement for Services on the Agency's provided form as set forth in Appendix B: Agreement within fourteen (14) Days after Proposer receives the final form of Agreement for execution.

6.13 Protest Procedures

The Agency maintains written procedures that must be followed for all protests. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure which are apparent or reasonably should have been discovered prior to receipt of Proposals must be filed in writing with the Procurement Administrator, at least **five (5) Calendar Days** prior to Proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the Agency's notice of intent to award, must be submitted in writing to the Procurement Administrator, within **five (5) Calendar Days** from receipt of such notice. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Director, Contracts & Procurement, will respond to the protest in writing at least **three (3) Calendar Days** prior to the meeting at which the staff's recommendation to the Agency's Board of Directors will be considered. Should Proposer decide to appeal the response of the Director, Contracts & Procurement, and pursue its protest at the Board meeting, it shall notify the Director, Contracts & Procurement, of its intention at least **two (2) Calendar Days** prior to the scheduled meeting(s).

Failure to comply with the rules set forth herein may result in rejection of the protest. Copies of the complete protest procedures are available from the office of Contracts & Procurement.

6.14 Ex-Parte Communications

Proposers and Proposers' designated representatives shall communicate in the manner set forth in this RFP. All such communication shall be directed to the Procurement Administrator named in Section 1.6 Point of Contact, of this RFP until after a Notice to Proceed (NTP) has been issued by the Agency. There shall be no communication with any officer, director, employee, or agent of the Agency, except as may be reasonably necessary to carry out the procedures specified in this RFP and as approved in writing by the Procurement Administrator.

Proposers and Proposers' designated representatives shall not communicate with the Agency's Board members except in writing and if the communication is made public. Nothing herein prohibits Proposers and their representatives from making oral statements or presentations in public to one or more representatives of the Agency during a public meeting.

At the Agency's sole discretion, Proposer's communications with members of the Selection Committee, other Agency staff, or elected officials for the purpose of influencing the outcome of this RFP may be cause for the Proposer's Proposal to be rejected and disqualified from further consideration.

6.15 Confidentiality

Confidentiality and Waiver of Claims

a. The California Public Records Act (Cal. Govt. Code Sections 7920.000 et seq.) (CPRA) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the Proposals, as well as any other written communication between the Agency and the Proposers, is a public record that must be made available to the public.

b. If the Proposer believes any communication contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that the Agency withhold from disclosure the exempt information by submitting:

   (i) An unredacted copy of the Proposal marking each page containing such exempt information as confidential; and

   (ii) A redacted copy of the Proposal that redacts the purportedly exempt information; and

   (iii) A separate "Confidentiality Index" including all of the following information:

      (a) The Section and page number of the Proposal where the information is located; and

      (b) An explanation of why the information is exempt from disclosure under the CPRA.

c. By submitting a Proposal, Proposer:

(i) Consents to the release of the redacted version of the Proposal; and

(ii) Consents to the release of any portion of its Proposal not included in the Confidentiality Index; and

(iii) Waives all claims against the Agency, its directors, officers, employees, and agents, for the disclosure of such information.

d. If the Proposer does not include a Confidentiality Index in its Proposal, the Agency will have no obligation to withhold any information from disclosure and may release the information sought without liability to the Agency.

e. It is the Proposer's sole responsibility to ensure the redacted version of the Proposal and the Confidentiality Index are consistent. In the event of conflicts between the redacted version, the Confidentiality Index, and confidentiality designations in the body of the Proposal, the redacted version prevails.

f. A Proposer may not designate its entire Proposal as confidential. The Agency will not honor such designations and will disclose submittals so designated to the public without liability to the Agency.

Confidentiality Indemnity

Upon receipt of a request pursuant to the CPRA seeking Proposal material relating to this RFP, the Agency may provide the redacted version of the Proposal or may withhold material designated in the Confidentiality Index that is exempt from disclosure. If the Agency determines that information in the Confidentiality Index is not exempt from disclosure, the Agency will give reasonable notice to the Proposer prior to releasing any material listed in the Confidentiality Index.

By submitting a Proposal, Proposer agrees to indemnify, defend, and hold harmless the Agency, its directors, officers, employees, and agents against any and all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the Confidentiality Index or in the redacted version of the Proposal. If Proposer fails to accept a tender of a defense, the Agency reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

6.16 Waiver

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the Work or the furnishing of the labor, supplies, material, or equipment called for in the Agreement; that Proposer has checked its Proposal for errors and omissions; that the prices stated in its Cost Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the Work or furnishing the labor, supplies, materials, or equipment required by the Agreement.

6.17 Agency's Rights

The Agency reserves the right to cancel the Procurement in whole or in part, at its sole discretion, at any time before the Agreement is fully executed and approved on behalf of the Agency. This RFP does not commit the Agency to award an Agreement, to pay any costs incurred in the preparation of the Proposal or participate in an interview/presentation for this request, or to procure or contract for services. The Agency reserves the right to modify or cancel in whole or in part this RFP, to reject any and all Proposals, to accept the Proposal it considers most favorable to the Agency's interest in its sole discretion, and to waive irregularities or informalities in any Proposal or in the Proposal procedures. The Agency further reserves the right to reject all Proposals and seek new Proposals when the Agency considers such procedure to be in its best interest.

If there is any evidence indicating that two (2) or more Proposers are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any current or future solicitations undertaken by the Agency. At the Agency's sole discretion, any identified potential collusion will be reported to the State of California's Attorney General for further investigation.

7 CONTRACTUAL REQUIREMENTS

7.1 Agreement for Services

The selected Proposer for the provision of the Services will be required to execute an Agreement with the Agency describing the Scope of Services to be performed, compensation, insurance requirements, and other pertinent provisions. This Agreement shall follow Appendix B: Agreement and Appendix E: Construction Phase Amendment. **All Proposers are directed to review all the terms and conditions set forth in the Agreement and Construction Phase Amendment, particularly the indemnification and insurance requirements.**

Submittal of a Proposal shall be deemed acceptance of all of the terms set forth in this RFP Documents unless the Proposer includes with its Proposal, in writing, any modifications requested to the RFP Documents as set forth on Form 3: Exception. All requests for exceptions must be in writing, separately identified, and delineated for each task, Technical Specification, or other item, and must be submitted on Form 3: Exception, to preserve the Proposer's right to negotiate this provision. Exceptions noted or requested to the Agreement, Construction Phase Amendment, or the General Conditions will not be negotiated or addressed during the Procurement process. These exceptions will only be negotiated with the Successful Proposer. The Agency reserves the right to request further clarification of any requested exception during negotiations and to exclude unacceptable exceptions. No exceptions may be requested after the deadline for the submittal of Proposals.

7.2 SBE Preference and DBE Requirements

See Appendix D: SBE Requirements for information on the Pre-Construction Phase SBE preference. See Appendix H: Construction Phase DBE Requirements and Appendix E: Construction Phase Amendment (Part 2 — Forms), for more information on the Construction Phase DBE requirements.

7.3 Monthly Electronic and Other Reporting Requirements

The CM/GC Contractor is required to report payments to all Subcontractors, suppliers, manufacturers, and truckers (Subcontractors) in the Agency Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record Agency payments made to the CM/GC Contractor and prompt payments made by the CM/GC Contractor to its Subcontractors. The CM/GC Contractor and every Subcontractor will receive payment notifications via email. The CM/GC Contractor must report a payment made to Subcontractors within five (5) days of an email notification. The Subcontractor must confirm receipt of payment from the CM/GC Contractor within five (5) days of an email notification and this requirement must be included in CM/GC Contractor's subcontracts. See Appendix D: SBE Requirements for more information.

7.4 Audit Requirements

The CM/GC Contractor's proposed rates and costs will be subject to audit in accordance with Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31) and/or Generally Accepted Accounting Principles (GAAP). Contractors must cooperate with the Agency and its audit firm. After any audit recommendations are received by the Agency, the proposed rates and costs must be adjusted by the CM/GC Contractor and approved by the Agency, to conform to the audit recommendations. The CM/GC Contractor agrees that individual items of cost may be incorporated into the CM/GC Contractor's Agreement at the Agency's sole discretion to conform to the audit recommendations. Refusal by the CM/GC Contractor to incorporate audit recommendations will be considered a breach of the Agreement and may, at the Agency's sole discretion, be considered cause for termination of the Agreement.

Proposers may be required to submit recent audit reports (not older than eighteen [18] months) of any Subcontractor's direct and indirect rates prior to Contract award and must state whether rates are consistent with Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31). Each audit must have been conducted by the Federal Government, a Certified Public Accountant, or Independent Auditor. Proposers must identify the audit source, contact name, phone number, and furnish copies of audit findings. If a Proposer provides fully burdened rates for Approval, for themselves or for a Subcontractor, the rates must be accompanied by proof where another public agency has recently approved the quoted rate, or some other justification acceptable to the Agency.

7.5 Prevailing Wage Requirements

To the extent applicable, the CM/GC Contractor and its Subcontractors shall comply with the California Labor Code and Federal Prevailing Wage Laws. Attention is directed to the requirements set forth in Appendix G: Labor Code Requirements and Appendix I: Federal Prevailing Wage Rates.

7.6 Substance Abuse Program

Not Applicable.

7.7 Other Governmental Agencies

Not Applicable.

7.8 Project Labor Agreement (PLA)

The Construction Phase performed on this Project shall be performed by the CM/GC Contractor and all Subcontractors pursuant to a Project Labor Agreement (PLA) with the San Mateo County Building and Trades Council and all the affiliate local craft Unions supplying labor for the Project. The successful Proposer shall be required to sign, become a party to the PLA, and require all Subcontractors performing work within the scope of the PLA to also sign the PLA.

8 PROPOSAL CONTENT CHECKLIST

Note: This Proposal Content Checklist is provided solely for the Proposer's convenience. The Proposer is responsible for submitting a complete Proposal including all the required submittal items. Proposers shall provide an unredacted version of their Proposal. If Proposers are claiming that any portions of their Proposal are confidential or proprietary, they must also provide a redacted version of Proposal along with a Confidentiality Index. Reference Section 6.15 Confidentiality.

☐ **Proposal Cover**

Include the completed and signed Form 1: Proposal Cover, including acknowledgement of Addenda, if any. Reference Section 5.1 Proposal Cover.

☐ **Letter of Introduction, Exceptions to the Agreement, and Joint Venture Agreement, if applicable**

Reference Section 5.2 Letter of Introduction. Any exceptions must be set forth on Form 3: Exception.

☐ **Table of Contents**

Reference Section 5.3 Table of Contents.

☐ **Team Organization and Management**

Reference Section 5.4 Team Organization and Management.

☐ **Company Qualifications, Experience, and References**

Reference Section 5.5 Company Qualifications, Experience, and References. Proposers must use the Reference Form located in Form 2: Reference, for this purpose.

☐ **Qualifications and Experience of Key Personnel**

Reference Section 5.6 Qualifications and Experience of Key Personnel.

☐ **Understanding the Required Scope of Services**

Reference Section 5.7 Understanding the Required Scope of Services. Outline Services to be rendered under the Agreement. Discuss approach, methodology, team organization, and management plan.

☐ **Construction Scheduling Utilizing P6 to Complete the Construction Phase Within Eighteen (18) Months**

Reference Section 5.8 Construction Scheduling Utilizing P6 to Complete the Construction Phase Within Eighteen (18) Months.

☐ **Project Management Plan (PMP)**

Reference Section 5.9 Project Management Plan (PMP). Use of any and all consultants and Subcontractors must be approved in writing by the Agency's authorized representative.

☐ **Conduct of Construction Plan (CCP)**

Reference Section 5.10 Conduct of Construction Plan (CCP).

☐ **Quality Management Plan (QMP)**

Reference Section 5.11 Quality Management Plan (QMP).

☐ **Safety Management Plan (SMP)**

Reference Section 5.12 Safety Management Plan (SMP).

☐ **Emergency Response Plan (ERP)**

Reference Section 5.13 Emergency Response Plan (ERP).

☐ **Environmental Compliance Plan (ECP)**

Reference Section 5.14 Environmental Compliance Plan (ECP).

☐ **Financial Qualifications**

Reference Section 5.15 Financial Qualifications for financial statement submittal and Reference Appendix C: Insurance Requirements.

Proposers shall submit evidence of ability to provide insurance and meet the insurance requirements for both Pre-Construction Phase and Construction Phase stated in the RFP. Said evidence must take the form of a current Certificate of Liability Insurance (COLI) or a letter from Proposer's insurance agent or broker certifying that such insurance requirements can be obtained.

If the certificate does not cover the requirements as specified in Appendix C: Insurance Requirements, verification of availability of required insurance must otherwise be provided.

☐ **Cost Proposal**

Reference Section 5.16 Cost Proposal for submittal requirements. All pricing, cost, and rate information for both Pre-construction Phase and Construction Phase Work shall be provided using Form 13: Cost Proposal.

☐ **Levine Act**

Reference Section 5.17 Levine Act and submit Form 4: California Levine Act Statement.

☐ **License and Certifications**

Reference Section 5.18 Licenses and Certifications.

☐ **Environmentally Preferable Purchasing Policy**

Reference Section 5.19 Environmentally Preferable Purchasing Act.

☐ **Conflicts of Interest**

Reference Section 5.20 Conflicts of Interest. Proposer shall provide a list in their Proposal of its current contracts that involve work with the Agency or Agencies, including its relationship to each Agency and a brief description of its job under the contract.

Proposer shall identify any potential conflicts that may compromise its delivery of unbiased Work product or result in a conflict of interest in subsequent contracts or phases of the Project under Government Code Section 1090.

☐ **System for Award Management (SAM)**

Reference Section 5.21 System for Award Management (SAM).

☐ **Ukraine/Russia Related Sanctions**

Reference Section 5.22 Ukraine/Russia Related Sanctions.

☐ **Confidentiality Index, if applicable**

Reference Section 6.15 Confidentiality

☐ **DIR Registration**

Reference Appendix G: Labor Code Requirements, Item J Contractor Registration for California Public Works.

☐ **Other Required Forms and Information**

Submit all other required Forms and attachments provided in this RFP, including:

- Form 7: Direct Contractor Self-Performance Certification: All Proposals shall include an executed “Direct Contractor Self-Performance Certification” form provided with the Proposal Forms. With its own organization, CM/GC Contractor shall perform Work amounting to at least the percent stated in Section 4.2 Explanation of the Total Contract Price.

- Form 8: Disqualification Questionnaire: Proposer shall complete and submit, under penalty of perjury, the standard questionnaire included with the Proposal Forms that inquires whether the Proposer, any officer of such Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so, to explain the circumstances.

  A Proposal may be rejected on the basis of a Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, having been disqualified, removed or otherwise prevented from

proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

- Form 9: Non-Collusion Declaration: By submitting a Proposal, the Proposer represents and warrants that such Proposal is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought collusion to secure the Proposer an advantage over any other Proposer.

- Form 10: Proposer's Statement of Qualifications: All Proposals shall include the Proposer's Statement of Qualifications and Business References form provided with the Proposal Forms. The Proposer must provide the requested information in the Proposal Form "Proposer's Statement of Qualifications" to be considered responsive to this solicitation.

  In signing the Proposer's Statement of Qualifications and Business References form, the Proposer certifies that its responses to the Statement of Qualifications are true, complete, and accurate. Any Proposer who fails to complete the Statement of Qualifications with true, complete, and accurate information may be deemed non-responsive, at the sole discretion of the Agency, and disqualified from further consideration for this Contract.

9 SUBMISSION INSTRUCTIONS

To expedite the release of Proposal documents to reviewers, you are instructed to upload the following eight (8) separate required documents in Adobe PDF format (unless otherwise noted) as follows.

1. Unredacted Proposal

- Reference Section 5 Proposal Content.

2. Forms 1-10 – assembled and posted as one PDF file

- Form 1: Proposal Cover
- Form 2: Reference
- Form 3: Exception
- Form 4: California Levine Act Statement
- Form 5: Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements
- Form 6: Buy America Certificate
- Form 7: Direct Contractor Self-Performance Certification
- Form 8: Disqualification Questionnaire
- Form 9: Non-Collusion Declaration
- Form 10: Proposer's Statement of Qualifications

  (Including DIR Proof of Registration)

3. Forms 11-12 – assembled and posted as one PDF file.

- Form 11: Designation of Subcontractors/Subconsultants for the Pre-Construction Phase
- Form 12: SBE Preference

4. Form 13

- Form 13: Cost Proposal (please submit as PDF and MS Excel)

5. Insurance and Risk Management

- Certificate of Insurance or Letter from Insurance Broker. Reference Section 5.2 Letter of Introduction, and Appendix C: Insurance Requirements.

6. Financial Statement

- Income Statement, and Balance Sheets for previous three (3) years. Reference Section 5.15 Financial Qualifications.

7. Redacted Copy of Proposal

- Only required if requesting Proposal Sections be treated as confidential. Any Proposal Appendices and forms the Proposer considers confidential, as noted in its Confidentiality Index described in Section 6.15 Confidentiality, need not be

submitted with the redacted copy of the Proposal. However, the Proposer shall indicate in its redacted Proposal those items, “Redacted in their entirety.” Reference Section 6.15 Confidentiality.

8. Draft Baseline Schedule

- Reference Section 5.1 Proposal Cover.

10 PROPOSAL FORMS

Form 1: Proposal Cover

Form 2: Reference

Form 3: Exception

Form 4: California Levine Act Statement

Form 5: Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements

Form 6: Buy America Certificate

Form 7: Direct Contractor Self-Performance Certification

Form 8 : Disqualification Questionnaire

Form 9 : Non-Collusion Declaration

Form 10: Proposer's Statement of Qualifications

(Including DIR Proof of Registration)

Form 11: Designation of Subcontractors/Subconsultants for the Pre-Construction Phase

Form 12: SBE Preference

Form 13: Cost Proposal (please submit as PDF and MS Excel)

FORM 1: PROPOSAL COVER

PROPOSAL COVER

for

CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES FOR THE MIDDLE AVENUE PEDESTRIAN AND BICYCLE RAIL CROSSING PROJECT

RFP # 24-J-C-107

Peninsula Corridor Joint Powers Board

San Carlos, CA

2. GENERAL INFORMATION

DATE SUBMITTED: _____

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:

_____

3. PROPOSAL CONTACT PERSON INFORMATION

NAME AND TITLE: _____

STREET ADDRESS: _____

_____

_____

MAILING ADDRESS, IF DIFFERENT: _____

_____

_____

EMAIL ADDRESS: _____

OFFICE PHONE NUMBER: _____

CELL PHONE NUMBER: _____

DUNS NUMBER (If none, indicate N/A): _____

C. CONDITIONS:

1. The Request for Proposals, required Forms, and Addenda, if any, are made a part of this Proposal.
2. The undersigned acknowledges receipt of the following Addenda (e.g.,1, 2, 3, 4, etc.), if any:

   _____
3. The undersigned understands and agrees to be bound to the proposed Scope of Services and Cost Proposal for one hundred eighty (180) days from the date of Proposal submittal.
4. The undersigned is prepared to sign the Agreement for Services without alterations or exceptions or, if it is requesting modifications to the Agreement and/or any requirements of this RFP, shall include such requested modifications in its Proposal. Exceptions, or modifications, if any, shall be clearly identified and submitted on Form 3.

SIGNED:

The undersigned certify that I/we submit this Proposal and sign this Proposal Cover Form with full and proper authorization to do so and have read, understood, and will comply with all the terms and conditions set forth in the RFP documents. *

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

*Note:

If a sole owner, it shall be signed by the owner of the company.

If a corporation, it shall be signed by a Corporate Officer who has full and proper authorization to bind the Corporation to the Proposal.

If a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to bind each company to the Proposal.

If a partnership, it shall be signed under the partnership name by a partner of the firm and the name of each partner shall be provided.

FORM 2: REFERENCE

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime contractor or as a subcontractor during the past ten (10) years. A separate form must be provided for each contract the Proposer held/holds with the same company. Proposers must provide **a minimum of three (3) and a maximum of five (5) different references** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES. If the Proposer has provided services to these agencies in the past ten (10) years, please provide a brief summary table for these contracts as an Appendix to the Proposal.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

Company	Project Description
Address	$ Project / Contract Value
City, State, Zip	Award Date / End Date
Contact Name	( ) Telephone
Contact Title	Email

Scope and Status of Contract:

Other:

Name	Telephone Number
Title	Email Address

Note: ***Please complete this form for each reference provided***

FORM 3: EXCEPTION

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP, including the Agreement for Services, Construction Phase Amendment, and General Conditions, unless the Proposer includes with its Proposal, in writing, any exceptions or modifications requested by the Proposer.

COMPANY NAME: _____

EXCEPTIONS: _____NO; _____YES. If YES, list below all exceptions to the RFP Documents. Number each exception and attach additional copied pages of this form as necessary.

#	Document	Section	Exception/Issue	Agency's Response
1				
2				
3				
4				
5				

#	Document	Section	Exception/Issue	Agency's Response
6				
7				
8				
9				
10				
11				
12				

FORM 4: CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any JPB Board Member from participating in any action related to a contract, if the Board Member has received a campaign contribution totaling more than two hundred fifty dollars ($250) from a party or participant to a contract proceeding, or from their agents, within twelve (12) months of the proceeding. The Levine Act also requires a member of the JPB Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Members are prohibited from accepting, soliciting, or directing a campaign contribution of more than two hundred fifty dollars ($250) from a party or participant to the proceeding, or from their agents, for twelve (12) months following the date a final decision concerning the contract has been made.

Proposers also are required to disclose any contribution of more than two hundred fifty dollars ($250) to a JPB Board Member made within twelve (12) months of the proceeding, and are responsible for accessing the links below to review the names of Board members prior to answering the question below:

JPB Board Members: http://www.caltrain.com/about/bod.html

Have you or your company, or your agents, made any political contributions of more than two hundred fifty dollars ($250) to any JPB Board Member in the twelve (12) months preceding the date of the submission of your Proposal(s)?

__ YES __ NO. If yes, please identify the following:

Name of Board Member or Officer: _____

Name of Contributor: _____

Date(s): _____

Amount: _____

(Use additional sheet if necessary)

You, your company, and your agents are prohibited from making a campaign contribution to, or at the request of, a JPB Board member while the proceeding is pending before the JPB and for twelve (12) months following the date a final decision is made in the proceeding.

Date: _____ _____

(Signature of Party and/or Party's Agent)

FORM 5: LOBBYING CERTIFICATION FOR CONTRACTS GRANTS, LOANS AND COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20)

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____Date

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ quarter date of last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, if known. Congressional District, if known:	Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known: $ _____
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No.10a) (last name, first name, MI.): *Attach Continuation Sheet if necessary.*
11. Amount of Payment (Check all that apply) $_____ ☐ actual ☐ planned	12. Type of Payment (Check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify_____
13. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contacted for Payment Indicated in Item 11. *Attach continuation sheet if necessary.*	
14. Continuation Sheet(s) SF-LLL-A attached: ☐ YES ☐ NO	
15. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form-LLL

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET SF-LLL-A

Reporting Entity:_____ Page ___ of _____

Authorized for Local Reproduction
Standard Form - LLL-A
BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C; 8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C;4810-25-C; 3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

2. Identify the status of the covered Federal action.

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

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional JPB, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

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

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

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

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

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

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

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).

    I Enter Last Name, First Name, and Middle Initial (MI).

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

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

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

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

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

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

END OF LOBBYING FORM

FORM 6: BUY AMERICA CERTIFICATE

(Steel, Iron, or Manufactured Products)

SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATES:

Certificate of Compliance with 49 USC 5323(j)(1)

The Proposer hereby certifies that it will comply with the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR 661.

_____ Firm Name

_____ Signature of Authorized Official

_____Name and Title of Authorized Official

_____ Date

OR:

Certificate for Non-Compliance with 49 USC 5323(j)(1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(1), but it may qualify for an exception pursuant to 49 USC 5323(j)(2) and the regulations in 49 CFR 661.7.

_____ Firm Name

_____ Signature of Authorized Official

_____Name and Title of Authorized Official

_____ Date

FORM 7: DIRECT CONTRACTOR SELF-PERFORMANCE CERTIFICATION

All Proposals shall include an executed "Direct Contractor Self-Performance Certification" Form provided with the Proposal Forms.

By signing below, Proposer certifies that CM/GC Contractor shall perform, with its own organization, work amounting to **at least thirty percent (30%) of the Construction Phase Direct Cost** as provided in the Proposal Documents.

If the CM/GC Contractor fails to perform with its own forces at least the above percent of the Work required under the Contract, the CM/GC Contractor will be notified that he or she is in violation of the Contract and may be subject to General Conditions 8.7, Termination of Contract for Cause.

Firm Name: _____

Signature of Authorized Official: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

END OF DIRECT CONTRACTOR SELF-PERFORMANCE CERTIFICATION

FORM 8: DISQUALIFICATION QUESTIONNAIRE

The Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No _____

If the answer is yes, explain the circumstances in the space below.

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

Firm Name: _____

Signature of Authorized Official: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

END OF DISQUALIFICATION QUESTIONNAIRE

FORM 9: NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Grand Total Proposal Price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal Items, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Grand Total Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at_____ [city], _____ [state].

Firm Name: _____

Signature of Authorized Official: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

END OF NON-COLLUSION DECLARATION

FORM 10: PROPOSER'S STATEMENT OF QUALIFICATIONS

Name of Proposer: _____

Address of Principal Office: _____

(1) Are you (Check as applicable:

☐ an individual ☐ a partnership ☐ a corporation ☐ an LLC
☐ a joint venture

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership, and joint venture.

……

……

……

(2) Are you licensed as a Contractor to do business in California? ☐ Yes ☐ No

License No.:_____ Classification:_____

(3) Are you registered as a contractor or subcontractor with the California Department of Industrial Relations (DIR)? ☐Yes ☐No

Registration No.:_____ Registration Expiration Date:_____

PROPOSER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A COPY OF THE RELEVANT PAGE OF THE 'IR'S DATABASE FOUND AT: https://www.dir.ca.gov/public-works/contractor-registration.html

(4) How many years has your organization been in business as a Contractor under your present business name?_____

How many years of experience has your organization had in construction work similar to the Work you are interested in proposing?

- As a general contractor?
- As a subcontractor?

(5) Show all the projects your organization has completed during at least the last five (5) years in the following tabulation. If your organization has been in existence for less than five (5) years, show all the projects your firm and your proposed key personnel have completed during the last five (5) years in the following tabulation.

For joint venture (JV) work, show the sponsoring individual, lead company, or lead JV partner. If your JV has been in existence for more than five (5) years, list all the projects the JV has completed during the last five (5) years. If your JV has been in existence less than five (5) years, show all the projects your JV and your sponsoring individual, lead company, or lead JV partner have completed during the last five (5) years.

Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom

(6) Have you or your organization, or any officer or partner thereof, not completed a contract for any reason, including instances when your organization did not complete a contract due to termination or dispute between the parties?

If yes, give details. Attach additional sheets if necessary.

……

……

……

(7) In what other lines of business are you financially interested? Attach additional sheets if necessary.

……

……

……

(8) Name the persons with whom you have been associated in business as partners or business associates in each of the last five (5) years. Attach additional sheets if necessary.

……

……

(9) Give information below about the relevant experience of the principal individuals of your present organization (if the Proposer is a JV, the JV organization) including those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

Individual's Name	Present Position at Office	Years of Construction Experience	Magnitude and Type of Work	In What Capacity

(10) Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Percent Complete	Scheduled Completion Date	For Whom Performed

(11) References: Give only engineers, architects, or owners, including public bodies, for whom you have done work. Attach additional sheets if necessary. These references should include those references included on Form 2: References.

Name	Address	Type of Business	Phone

(12) References: The following bank or banks can provide references as to the financial responsibility of the Proposer:

A. Name of Bank:_____

Address:_____

City and State _____ Telephone:_____

Officer Familiar with Proposer's Account:_____

B. Name of Bank:

Address:_____

City and State _____ Telephone:_____

Officer Familiar with Proposer's Account:_____

C. Name of Bank:_____

Address:_____

City and State _____ Telephone:_____

Officer Familiar with Proposer's Account:_____

(13) References: The following surety company or companies can provide references as to the financial responsibility and general reliability of the Proposer:

A. Name of Surety Company:_____

Name of Local Agent (if different):_____

Local Address:_____

City and State _____ Telephone:_____

Officer Familiar with Proposer's Account:_____

B. Name of Surety Company:_____

Name of Local Agent (if different):_____

Local Address:_____

City and State _____ Telephone: _____

Officer Familiar with Proposer's Account: _____

C. Name of Surety Company: _____

Name of Local Agent (if different): _____

Local Address: _____

City and State _____ Telephone: _____

Officer Familiar with Proposer's Account: _____

(14) Is your organization involved in any dispute resolution processes, including claims or litigation pending against your organization or initiated by your organization?

☐ Yes ☐ No

If so, give details. *Attach additional sheets if necessary.*

_____

_____

_____

The undersigned Proposer represents and warrants that the foregoing information is true and accurate to the best of his knowledge and the undersigned intends that the Agency rely thereof in awarding the attached contract.

Firm Name: _____

Signature of Authorized Official: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Date: _____

END OF PROPOSER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

FORM 11: DESIGNATION OF SUBCONTRACTORS/SUBCONSULTANTS FOR THE PRE-CONSTRUCTION PHASE

Proposer: _____ Is your firm an SBE?: _____

Address: _____ Annual Gross Receipts: _____ Age of Firm: _____

DIR Registration # _____ Phone: _____

Instructions: Proposer MUST provide information below for ALL consultants/subcontractors/subconsultants/suppliers (Subcontractors) that provided Proposer a bid, quote, or proposal (Bid) for work, services or supplies associated with this Contract. This information shall be provided for all Subcontractors regardless of tier for both SBEs and non-SBEs alike. Include all bid acceptance(s) AND rejection(s). Please state "None" if there are no Subcontractor Bids.

	Subcontractor Name/ Address/Phone/Contact Person	SBE?	DIR Registration Number	Scope of Work, Services, or Supplies.	Dollar Amount	Bid Accepted? (Yes/No)
1		☐				
2		☐				
3		☐				

	Subcontractor Name/ Address/Phone/Contact Person	SBE?	DIR Registration Number	Scope of Work, Services, or Supplies.	Dollar Amount	Bid Accepted? (Yes/No)
4		☐				
5		☐				
6		☐				

Note: Do not indicate more than one "yes" in the column "Bid Accepted" for alternative Subcontractors for the same work. Use additional sheets if necessary.

By submitting a Proposal, the CM/GC Contractor certifies that it will enter into a formal agreement with the Subcontractors whose Bid was accepted conditioned upon execution of a contract with the Agency. The CM/GC Contractor certifies that any SBE listed whose quote was accepted will be performing a commercially useful function on the Contract.

FORM 12: SBE PREFERENCE

Refer to the instructions on the next page. A Proposer is entitled to a preference of up to five (5) points for evaluation purposes if it is a certified SBE and/or subcontracts with certified SBEs. To obtain the preference, a Proposer must complete and submit this form with its Proposal.

PLEASE CHECK THE APPROPRIATE BOXES:

☐ We are a qualified small business applying for the preference.
Certifying Agency_____ Certification #_____

☐ We are not claiming the SBE Preference.

☐ We have negotiated with and commit to using the following subconsultants/suppliers if we are awarded a contract by the Agency.

List certified SBEs below. Include your company if you are a certified SBE. Only include percentage of total cost estimated to be performed by each SBE. See Appendix D: SBE Requirements for details on counting subconsultants and suppliers. Attach additional sheets as necessary:

Name of SBE	Certifying Agency	Percentage of Preconstruction Phase Costs

	Subtotal page 1	%
Name of SBE	**Certifying Agency**	**Percentage of Preconstruction Phase Costs**
	Subtotal page 2	%
	Subtotal from page 1	%
Total Amount of Small Business Commitment and Participation		**%**

I declare under penalty of perjury that the information provided in this form is accurate and true.

Company Name

Print Name/Title:

Signature / Date

END OF SBE PREFERENCE

SBE Preference Form Instructions

An evaluation preference of up to five (5) points will be granted to Proposers that are (1) a certified SBE self-performing at least thirty percent (30%) of its contract; and/or (2) committed to subcontracting with one (1) or more certified SBEs. The Proposer that has the highest SBE utilization rate will receive the full five (5) points. Points for other Proposers will be calculated using their SBE utilization relative to the highest proposed SBE utilization. Points received through the SBE preference will be added to each Proposer's total evaluation score. Preference points will be aggregated with the Proposal evaluation scoring to determine the highest ranked Proposer.

Proposers must complete the SBE Preference Form and include it with their Proposal to receive preference points. If the Proposer indicates its intent to include SBE firms on its Project team in its Proposal, but fails to include Form 12: SBE Preference, the Proposer will receive a zero (0) SBE preference score.

Please refer to **Figure 1** for a sample application of the SBE preference.

Figure 1. Sample Point Preference Adjustment (percentage)

	Cost Proposal	SBE Utilization $	SBE Utilization %	SBE Preference Allocation	SBE Preference Points [1]
	(a)	(b)	(c) = (b)/(a)	(d) = (c)/(Highest SBE Utilization%)	(e) = (d) * (Preference Pt. to be assigned)
Proposer A	$ 998,000.00	$ -	0.0%	-	-
Proposer B	1,048,000.00	500,000.00	47.7%	0.48	2.4
Proposer C	1,096,000.00	300,000.00	27.4%	0.27	1.4
Proposer D (SBE)	1,036,000.00	1,036,000.00	100.0%	1.00	5.0

Maximum Preference = 5 points

[1] SBE preference points to be aggregated with Proposal evaluation scoring to determine Highest Ranked Proposer. The SBE preference of 5 points shall be in addition to the 100 points typically allocated in an RFP.

For more information, please see Appendix D: SBE Requirements.

FORM 13: COST PROPOSAL

Please review, complete, and submit both of the two (2) worksheets of the Excel file for Form 13: Cost Proposal as required by RFP Section 5.16 Cost Proposal.

11 APPENDICES

Appendix A: Scope of Services

Appendix B: Agreement

Appendix C: Insurance Requirements

Appendix D: SBE Requirements

Appendix E: Construction Phase Amendment

Appendix F: Federal Requirements

Appendix G: Labor Code Requirements

Appendix H: Construction Phase DBE Requirements

Appendix I: Federal Prevailing Wage Rates

APPENDIX A: SCOPE OF SERVICES

The Menlo Park Middle Avenue Pedestrian and Bicycle Rail Undercrossing project (Project) was conceived to address the safety and access issues at the Project site. The Project will provide safe access across the tracks from the growing commercial, residential, and recreational activities on each side of the Caltrain tracks in the Project vicinity. The Project will eliminate the circuitous routes required now to cross the tracks and provide a safe, secure, and American with Disabilities Act (ADA) compliant underpass at the tracks. The nearest pedestrian and bike crossings are now approximately three tenths (0.3) of a mile north at Ravenswood Avenue and one-half (0.5) mile south at Palo Alto Avenue.

One hundred four (104) Caltrain commuter trains pass through the Project site daily. When trains cross Ravenswood Avenue and Palo Alto Avenue, all other transportation modes come to a halt, resulting in delays to pedestrians and bikes. A pedestrian and bike underpass presents the best opportunity to solve the cross-track access problem by providing the railroad undercrossing and eliminating the need to make the trip to Ravenswood Avenue or Palo Alto Avenue pedestrian and bicycle traffic to cross the Caltrain tracks.

The existing pedestrian and bike crossings at Ravenswood Avenue and Palo Alto Avenue contribute to significant delays for crossing due to long gate down times when trains approach and cross with delays of approximately fifteen (15) minutes at peak hour and seventy-five (75) minutes per day. Unsafe situations arise at the crossing daily for pedestrians and bicyclists. The Project will improve safety for pedestrian and bike travel modes in the Project vicinity.

The Project has a goal of providing safe, secure, and convenient pedestrian and bicycle access between El Camino Real and Alma Street in the Project vicinity. It aims to improve flow and mobility for both pedestrians and bikes with reduced time to cross under the tracks for bicycles and pedestrians.

Caltrain has a major service growth plan that, when combined with high-speed rail service, will increase the gate down times at Ravenswood Avenue and Palo Alto Avenue from fifteen (15) minutes per hour to twenty-one (21) to thirty (30) minutes per hour, increase the number of trains per hour by more than fifty percent (50%), and increase train speed from 79 MPH to 110 MPH. The barrier created by the train tracks affects resident access to the commercial, recreational, and City services adjacent to and near the Project site, including the Burgess Park, Burgess Skate Center, Arrillage Family Recreation Center and Gymnasium, and the Stanford Middle Plaza at 500 El Camino Real, as well as other commercial and community services on both sides of the Caltrain tracks. Providing the underpass removes the barrier and improves pedestrian and cyclist connectivity to nearby community destinations.

The Project addresses the hazards associated with the at-grade crossings at Ravenswood Avenue and Palo Alto Avenue and improves pedestrian and bike flow and the overall quality of life in and around the Project area.

The Project goal is to provide a grade-separated pedestrian and bicycle undercrossing of the Caltrain rail tracks, with safer and more direct connections for these travel modes. The Project will include:

1. Construct the railway, civil, and structural infrastructure under the two Caltrain tracks, compatible with the completed Peninsula Corridor Electrification project.
2. Maintain the mainline track alignment adjacent to the OCS, accommodating a potential future four (4)-track system at the Project site.
3. Construct a pedestrian and bicycle underpass structure to support the railway infrastructure system compatible with the upcoming electrified Caltrain operation system (Box Jacking or boring is the preferred construction method).
4. Provide ADA compliant pedestrian and bicycle access ramps adjacent to the Stanford Middle Plaza at 500 El Camino Real and Alma Street at the new undercrossing of crossing the Caltrain tracks.
5. Relocate existing site utilities not relocated by others and protect in place Fiber Duct Bank.
6. Build retaining walls.
7. Repair or reconstruction plaza and parking areas on each side of the tracks affected by the undercrossing construction.
8. Install landscaping to enhance the pedestrian and bicycle experience.

This is a major item list, all items not listed will be presented in the preliminary engineering design plans included with the Final Design Services RFP. The main components of the Project are included with this RFP on PlanetBids website (https://vendors.planetbids.com/portal/68007/portal-home).

As the lead implementing agency, the Peninsula Corridor Joint Powers Board (Agency) will select a professional engineering services design consultant (Designer) to provide services for the Final Design PS&E phase of the Project. The construction project delivery method is Construction Manager / General Contractor (CM/GC). The Project will be implemented by the Agency; however, there will be considerable coordination with the City of Menlo Park, as the Project Sponsor and funding partner, and other Project participants. Coordination with Project participants and Project-related decision-making are the sole responsibility of the Agency. The selected CM/GC Contractor team will support the Agency's implementation and delivery team by providing construction-related consultation Services during the Pre-Construction Phase, including, but not limited to, project management; risk identification, management, and mitigation; collaboration with the Designer during their development of the PS&E; and other consultation and support Services, as may be required. The CM/GC Contractor is not responsible for Project design-related services; design is the sole responsibility of the Designer. The Designer and the CM/GC Contractor shall coordinate with other on-going Agency projects, including but not limited to, the Caltrain Electrification Project, and other relevant local and regional projects.

The CM/GC Contractor shall perform all Work necessary to provide the Pre-Construction Phase to collaborate with and support the Designer to produce the documents required to obtain Approval of the PS&E packages for construction. The Agency and the City of Menlo Park will provide oversight and QA/QC of the preparation of the final design documents. All Project Services and deliverables must adhere to the applicable requirements of these and other pertinent Project participants. All Work must be performed consistent with but not limited to that degree of skill and care ordinarily used by other reputable members of the CM/GC Contractor's profession practicing in the same or similar locality and under similar circumstances.

The Project preliminary engineering design plans are currently at the thirty percent (30%) design milestone. The Designer will be selected and authorized to proceed with developing the final design and collaborating with the CM/GC Contractor during the Pre-Construction Phase. The preliminary Project design contemplates box jacking and boring method, eliminating the need for railroad operation outage during construction. The Menlo Park City Council approved a final concept design in 2019 and certified CEQA for the design in 2020.

The City of Menlo Park's environmental approval was processed as an addendum to the Menlo Park El Camino Real and downtown specific plan Environmental Impact Report (Specific Plan EIR) and analyzed potential impacts from the implementation of the Middle Avenue Pedestrian and Bicycle Rail Undercrossing project as provided for under Section 15164 of the California Environmental Quality Act (CEQA) Guidelines. With this Addendum, the City has determined that the Project would not have a significant effect on the environment. However, as the implementing agency, the Agency will have to review the City's action and make its own determination, which potentially could alter the applicable conditions applied to the project. Additionally, the City intends to seek federal funds for the construction of the project, which will trigger the need to for the Agency to conduct an environmental review for the Project in accordance with the National Environmental Policy Act (NEPA).

The thirty percent (30%) level plans and design-related contract documents has been included with this RFP on PlanetBids Procurement Portal website (https://vendors.planetbids.com/portal/68007/portal-home).

The Project will provide a pedestrian and bicycle undercrossing of the Caltrain tracks providing safe access to commercial, residential, and recreational sites on both sides of the tracks.

The current preliminary engineering design plans at the approximately thirty percent (30%) design milestone are provided with the Final Design Services RFP posted with this RFP on PlanetBids Procurement Portal website:

(https://vendors.planetbids.com/portal/68007/portal-home).

The Project will be planned and sequenced to maintain rail service on the Caltrain's MT1 and MT2 throughout construction with minimal disruption to rail operations and service. The preliminary Project design contemplates box jacking and boring method, eliminating the need for railroad operation outage during construction.

Temporary shoring may be used where required.

The CM/GC Contractor shall collaborate with the Designer during the Pre-Construction Phase with a focus on constructability and phasing refinements to efficiently complete the Advanced Enabling Work and the Project construction. The Proposer's response shall consider the preliminary design referenced in the Final Design Services RFP and address how the Proposer will collaborate with the Designer and the Agency to develop the most effective design and construction approach.

The CM/GC Contractor shall be familiar with and will be responsible for providing and performing all activities necessary to collaborate with the Designer to deliver the Project through the final design Pre-Construction Phase with the goal to finalize construction documents for the Project and the Advanced Enabling Work. If the Agency and the CM/GC Contractor subsequently agree on the TCP, the CM/GC Contractor will proceed into Construction Phase Work via an amendment. See the Final Design Services RFP posted on PlanetBids Procurement Portal (https://vendors.planetbids.com/portal/68007/portal-home) for the Designer's detailed Work requirements.

Pre-Construction Phase shall be provided under the terms and conditions attached in Appendix B: Agreement.

The final scope of the Pre-Construction Phase will be negotiated prior to execution of the Agreement. However, it is understood that by responding to this RFP, the CM/GC Contractor agrees that the unit prices proposed in Form 6: Cost Proposal are firm and the Agency will not re-negotiate these prices, regardless of any changes to the anticipated quantities. The unit price submitted shall be inclusive of all costs and markups, including profit.

The CM/GC Contractor's Pre-Construction Phase Work shall complement, not interfere with or direct the Designer's Work. The CM/GC Contractor's assignment is to serve as a construction-related consultant to the Designer during the Enhanced Preliminary Engineering and the final design Pre-Construction Phase.

The CM/GC Contractor shall identify and explain the necessity for any additional Tasks not within the Scope of Services detailed below, including any modified assumptions, required to successfully deliver the Project. The key components of the Scope of Services are as follows:

- Task 1. Enhanced Preliminary Engineering (Required)
- Task 2. Pre-Construction Phase Designer Collaboration (Required)
- Task 3. Advanced Enabling Work (Optional)
- Task 4. Construction Phase Work (Optional)

Optional Services are Services required on an as-needed basis and at the sole discretion of the Agency. The Optional Services are not guaranteed. If the Agency chooses to exercise Optional Services, the Agency will issue a written Amendment to the Contract.

TASK 1. ENHANCED PRELIMINARY ENGINEERING

The Project Manager, Key Personnel, and any proposed consultants and Subcontractors shall actively participate in the advanced preliminary engineering, Pre-Construction Phase Work beginning with NTP for the duration of the Pre-Construction Phase to direct the design review, develop a Primavera P6 CM/GC Construction Schedule, evaluate constructability and methods to optimize design to develop an enhanced constructability recommendation, engage specialty contractors for input on elements that are key cost drivers, evaluate risk (material and labor availability, escalation, site access, work windows, subsurface, utilities, etc.) and range of monetized value. Participate and generate value engineering alternatives to facilitate driving scope to budget, develop bid package strategies for advanced enabling work and develop draft conduct of construction to minimize impact to community and the traveling public. Early preparation of cost estimate.

Provide Commercial Pricing at thirty percent (30%) set provided, identifying key cost drivers, long lead items, subcontractor costs and assumptions that lead to the key cost drivers while identifying best method to construct undercrossing with minimal to no impact to the electrified train service.

Collaboration with designer for any utility relocation planning required and develop Bid Package Strategies for advanced enabling and execution work, construction phasing planning, maintenance of traffic during construction approach, and project coordination with the Agency's final design team, adjacent construction projects, public meetings, schedule preparation, and other interface related tasks as required by this RFP.

The Proposer is advised that the Task listings in Form 13: Cost Proposal are not all inclusive. Additional required Sub-Tasks or Sub-Sub-Tasks required to deliver Task 1 may not be included in Form 13: Cost Proposal. However, the Proposer shall include all costs required to deliver Task 1 in its proposed Pre-Construction Fixed Lump Sum Price presented in Form 13: Cost Proposal.

This Task includes the management of the CM/GC Contractor's Project team, including Project management, Contract administration, budget and schedule control, quality management, and Subcontractor administration including:

TASK 1.1. COORDINATION AND DESIGNER COLLABORATION

The CM/GC Contractor and any proposed consultants and Subcontractors shall participate in the coordination of planning and engineering design development activities and collaborate with the Project Designer as it works with Project participants, including impacted public and private utilities, the City of Menlo Park, and directly impacted property owners for compatible design and phasing of construction with existing or planned conditions. Key stakeholders the Designer will work with include the JPB, the City of Menlo Park, third party Utility Owners, Caltrain Operations and Safety, local businesses, recreational site operators, and homeowners.

The CM/GC Contractor and any proposed consultants and Subcontractors shall collaborate with the Designer as it coordinates the Advance Enabling Work and the Project final design with active Agency and City of Menlo Park projects.

The CM/GC Contractor and any proposed consultants and Subcontractors shall collaborate with the Designer and the Agency to provide on-going final design input to consult with, advise, assist, and provide recommendations to the Agency and the Designer's team on required civil, structural, and utility elements. Recommendations shall focus on constructability, preferred means and methods, maintenance of traffic during construction, site access, temporary facilities, improving project quality, lowering Project costs, achieving Project schedule requirements, and optimizing the cost and schedule implications of design decisions.

The City has the ability to restrict traffic on Alma Street for a limited amount of time to facilitate the construction Work. The Contractor shall collaborate with the Designer, Agency, and City to minimize the need for traffic restrictions on Alma Street if required to facilitate the construction Work

Within sixty (60) Business Days of Pre-Construction Phase NTP the CM/GC Contractor shall develop and submit a written Enhanced Preliminary Engineering Recommendations report listing potential design, means and methods, and schedule recommendations to meet the Project budget and schedule requirements; innovations and VE opportunities to consider; and enhanced constructability recommendations developed by the Proposer during its initial Project analysis and Proposal development work based on the current design plans and documents. Include rationale for recommendations, projected potential cost and schedule savings, and listing any trade-offs considered in the report. Evaluate Risk and report risk and range of monetized value. Generate bid package strategies for advanced enabling work and draft conduct of construction.

Deliverables:

Submit Written Enhanced Preliminary Engineering Recommendations Report listing potential design enhancements and the following items:

- Required civil, structural, and utility elements.
- Means and methods, construction phasing approach
- Schedule recommendations
- Value Engineering Opportunity Matrix listing Potential Innovations and VE opportunities
- Enhanced Constructability Recommendations and assumptions
- Bid Package Strategies for advanced enabling work, shall include, but not limited to the following: Utility relocations, long lead items, and construction commodities with volatile pricing and/or availability (Basis for TASK 3)
- Evaluated Risk
- Draft Conduct of Construction
- Provide Constructability Review assumptions

Meetings and Workshops:

- All meetings and workshops needed to complete Subtask 1.1.

TASK 1.2. REPORTING AND INVOICES

At the end of each reporting period, the CM/GC Contractor shall prepare and submit to the Agency Project Manager a written Monthly Progress Narrative Report and the corresponding invoice documents for the reporting period. The CM/GC Contractor's Monthly Progress Narrative Report shall be submitted five (5) Business Days before the CM/GC Contractor's invoice is submitted for review or by the twenty-fifth (25th) Day of the month. The Monthly Progress Narrative Report shall include the following information:

a. The status of the agreed upon list of CM/GC Contractor assigned Pre-Construction Phase Tasks. Progress shall be measured on the documented and agreed upon progress made to date against the approved Task description and budget.

b. Description of Work completed during the reporting period, including progress made on Contractor-assigned Pre-Construction Phase Tasks.

c. Status of major activities on the Designer's current Pre-Construction Phase schedule critical path the CM/GC Contractor is engaged with, including a description and explanation of any delays encountered during the reporting period. The Designer is responsible for updating and distributing the Pre-Construction Phase schedule.

d. Issues that are impacting identified Project risks that may affect the scope, budget, or completion dates of deliverables.

e. Description of activities to be performed in the next reporting period.

f. Any other information pertinent to the status of the Project as determined by the CM/GC Contractor or requested by the Agency Project Manager or the Designer.

g. Report actual and planned expenditures. Compare them with the progress report and discuss any discrepancies. Include backup documentation for the invoiced Services.

The Agency's Project Manager shall be notified in writing, on a task-by-task basis, when eighty percent (80%) of the Task budget has been spent. The notification shall be made at the time when the eighty percent (80%) expenditure has been accrued for a particular Task and shall not be delayed until the next invoice submittal.

Monthly invoice and cost updates shall be prepared and submitted for a specific period and shall be consistent with the progress reported in the corresponding Monthly Progress Narrative Report.

Together with the invoice, a cost update shall be included with updated amounts for each line item for current budget amount, cumulative actuals (total billed to date), actual this period (this period billing amount), and remaining amount.

The cost update shall include any Amendments or Contract Change Order(s) and shall reflect the current total Contract amount.

The CM/GC Contractor, consultants, and all subcontractors shall comply with prompt payment reporting requirements listed in Appendix G: Labor Code Requirements

Deliverables:

- Monthly Progress Narrative Report & Invoices

TASK 1.3. DRAFT RISK REGISTER TO IDENTIFY, ASSIGN, AND ASSESS PROJECT RISKS AND MITIGATION MEASURES

Within thirty (30) days after the NTP, the Draft Risk Register shall be developed by the CM/GC Contractor ,

As part of its Pre-Construction Phase Work, the CM/GC Contractor, in collaboration with the Agency, Designer and ICE team, will continue to identify, assess, and propose mitigation measures to address the evolving Project risk profile and capture in the monthly report.

Deliverables:

- Draft Risk Register and Monthly maintained Risk Register

TASK 1.4. DRAFT CONSTRUCTION CONTRACTING PLAN

The CM/GC Contractor will provide a Construction Contracting Plan for the construction Scope of Services with the rationale for recommended division or segmentation of the Work to facilitate proposing and award of trade contracts. The Work the Proposer intends to procure through value-based competitive selection in lieu of competitive low bid selection. A brief outline of the Proposer's approach and rules associated with value-based competitive selection.

Identify the construction trade Work that it proposes to be accomplished by other than competitive low bid subcontracting. In addition to low bid subcontracting, the CM/GC Contractor may propose to accomplish such Work either by Subcontractors who are selected on a value-based competitive or best value basis, or by self-performing it with its own crews. Include the approach and rules associated with the proposed alternative to low-bid competitive selection. Proposal of best value and/or self-perform Work does not obligate the Agency to accept that portion of the plan or invalidate the Contract should the Agency not accept that portion of the plan. The CM/GC Contractor shall obtain the Agency's Approval of this approach to these specific scopes of work. Construction trade Work proposed to be performed by other than low bid subcontracting and Approved by the Agency in the final contracting plan is considered exempted work.

The CM/GC Contractor shall self-perform Work amounting to at least the percent stated in Section 4.2 Explanation of the Total Contract Price. Include a summary list of the Work elements anticipated to be self-performed. The Proposal to self-perform Work does not obligate the Agency to accept the CM/GC Contractor's Proposal or invalidate the Contract should the Agency not accept that portion of the plan. The CM/GC Contractor shall obtain the Agency's Approval of this approach to these specific scopes of work. Such Work shall be identified in the Construction Contracting Plan and Approved by the Agency. In all cases, the Agency will require that the CM/GC Contractor demonstrate that it can self-perform Work at a competitive price. At the Agency's sole discretion, this demonstration of competitive pricing shall include soliciting up to three (3) competitive bids for the proposed self-performed Work.

Deliverables:

- Draft Construction Contracting Plan

TASK 1.5. THIRTY PERCENT (30%) OPINION OF PROBABLE CONSTRUCTION COSTS (OPCC) WITH P6 CONSTRUCTION SCHEDULE

Upon Pre-Construction Phase NTP, the CM/GC Contractor shall develop a detailed Primavera P6 Construction Schedule as described in prior tasks to support the development of the CM/GC Opinions of Probable Construction Costs. The CM/GC Contractor shall also collaborate with the Designer to provide input on the Pre-Construction Phase Tasks, scheduling, and logic. The CM/GC Contractor shall provide input to update and refine the draft Construction schedule to incorporate its preferred means and methods and construction phasing plan based on its proposed delivery approach.

The CM/GC Contractor and any proposed consultants and Subcontractors shall work with the Project Designer and Agency's Independent Cost Estimator (ICE) to develop a common cost model, including quantity reconciliation, that shall be the basis for the thirty percent (30%) OPCC. The CM/GC Contractor shall develop and submit a Primavera P6 Construction Schedule with a sufficiently detailed Work Breakdown Structure (WBS), construction sequencing, and initial concepts on bid package strategies for advanced enabling work and long lead procurement to support the estimating work. The CM/GC Contractor, Project Designer and Agency's ICE shall collaborate on the development of allowances for known and unknown items. The CM/GC Contractor's estimate shall use commercial pricing, staff and equipment schedules, identify and provide an opinion on the monetized value of probable risks, identify key cost drivers, and provide an estimate assumption narrative. The CM/GC Contractor's narrative shall also identify variances in the cost models that remain unreconciled and need further work in future updates.

Deliverables:

- Thirty percent (30%) Opinion of Probable Construction Cost with P6 Construction Schedule

TASK 2. PRE-CONSTRUCTION PHASE DESIGNER COLLABORATION (REQUIRED)

The CM/GC Contractor and any proposed consultants and Subcontractors shall collaborate as the Designer develops the final P&S and ICE develops the estimate package for the sixty-five percent (65%) and ninety-five percent (95%) design milestones. The Designer will provide design plan QA/QC and documentation.

Contractor team personnel shall attend and participate in design progress reviews at sixty-five percent (65%) and ninety-five percent (95%) Design Document submittals. These reviews will provide the opportunity for the CM/GC Contractor's Pre-Construction team members to continue reviewing the design progress as it develops and incorporate CM/GC Contractor input. All progress review documentation will be provided by the Designer.

As part of Pre-Construction Phase Work at 65% and 95% design process, the CM/GC Contractor, in collaboration with the Agency, Designer and ICE team, will continue to identify, assess, and propose mitigation measures to address the evolving Project risk profile and capture in the monthly report.(Same requirement as Task 1.3)

Deliverables:

- Monthly Progress Narrative Report including risk register update & Invoice (Same requirement as Task 1.3)

TASK 2.1. COLLABORATE WITH THE DESIGNER AT SIXTY-FIVE PERCENT (65%) DESIGN

The engineering plans, calculations, engineer's estimate, specifications, and related reports (hereinafter referred to as the engineering documents) will be prepared by the Project Designer.

The CM/GC Contractor and any proposed consultants and Subcontractors shall collaborate with the Designer to incorporate the CM/GC Contractor's preferred means and methods and construction phasing approach into the final design Work.

TASK 2.1a

The CMGC will engage and coordinate with the designer for advanced enabling work, Utility relocation, long lead items, and construction commodities with volatile pricing and/or availability package that will lead to the generation of the Advance Enabling Work Plans mutually agreed upon with the Agency and CM/GC Contractor to reach agreement on the final TCP estimate.

At the Agency's option and upon agreement of the Advanced Enabling Work TCP, the CM/GC Contractor will be authorized to complete Work through an amendment.

At the sixty-five percent 65% final design milestone, the CMGC Contractor shall identify and develop a report and schedule for the long lead items and commodities with the volatile pricing and/or availability package. These will be based on the assumptions for box-jacking or boring for the undercrossing project. The Agency will review, and evaluate the items listed and provide direction and acceptable path.

For Utilities work, the CM/GC Contractor shall cooperate with owners of utilities to protect any above ground and below ground utility property in the area of the Work. This includes all connections and relocation of utilities necessary to accommodate all Project facilities and for obtaining all permits incidental to the Work made necessary by construction operations or required for the operation of a completed facility. The CM/GC Contractor shall provide coordination for utilities such as power pole relocation, power hook up, water meters, sewer connection, or any other necessary utility coordination. Both Fiber Duct Banks shall be located and protected in place, relocation will not be an option.

The CM/GC Contractor shall assess the Work Site and determine if relocation of private and Agency-owned utilities is necessary to construct the Project. The CM/GC Contractor shall assume that local jurisdictions will require private utilities to relocate under the terms of their franchise agreements and that the private utilities will perform their own design. The CM/GC Contractor shall coordinate with the private utilities to ensure that their relocated locations do not conflict with the Project elements or affect the Project schedule. Utilities to be relocated temporarily or permanently or protected in place during construction within the Caltrain right-of-way include Union Pacific Railroad fiber optics and Agency-owned utilities. The CM/GC Contractor is advised that current utility

relocation projects in the Bay Area are facing significant schedule delays due to resource and material availability. These challenges shall be considered and addressed in the CM/GC Contractor's utility relocation planning.

Final Advanced Enabling Work Contracting Plan recommends packaging of the Work to facilitate competitive proposing and award of trade contracts.

- Recommend which Work, if any, should be procured through best value selection, in lieu of low bid.
- Identify Work which the CM/GC Contractor proposes to self-perform, and how competitive pricing will be accomplished for that Work.
- Coordinate this topic with the DBE utilization goal and local resources use.
- Ensure the plan includes provisions for the collection and documentation of lien waivers from all Subcontractor and material suppliers and vendors.

The CM/GC Contractor shall work with the Agency to complete potentially several packages of Task 3, Advanced Enabling Work, in consistent with Appendix E: Construction Phase Amendment. **Deliverables**:

- Final Advanced Enabling Work Report
- Opinion of Probable Construction Costs with P6 Construction Schedule based on agreed Final Advanced Enabling Work
- Final Advanced Enabling Work Contracting Plan
- Final Agreed Appendix E, Construction Phase Amendment, for Advanced Enabling Work
- Negotiated Price for Early Utility Work
- Negotiated Price for Long lead items and Construction commodities

Meetings and Workshops:

- All meetings and workshops needed to complete Subtask 2.1.a.

TASK 2.1b

At the sixty-five percent (65%) design milestones, the CM/GC Contractor shall develop and submit a Recommendations Report listing potential innovations; VE; and enhanced design, constructability, or construction schedule recommendations based on the Agencies agreed upon sixty-five percent (65%) design documents. Include rationale for recommendation, potential cost savings, and listing any trade-offs identified in the report. The Agency will review, screen, and evaluate any such recommendations and provide direction related to their implementation.

Formal VE workshops, if required, will be conducted by a separate consultant selected by the Agency. If formal VE workshops are conducted, the CM/GC Contractor shall provide responses to the proposals developed as part of the VE workshops to assess and evaluate the merit of the VE proposals developed as part of the VE workshops.

Contractor team personnel shall attend and participate in design progress review at sixty-five percent (65%) Design Document submittals. This review will provide the opportunity for the CM/GC Contractor's Pre-Construction team members to continue reviewing the design progress as it develops and incorporate CM/GC Contractor input. All progress review documentation will be provided by the Designer. At the sixty-five percent (65%) milestone, the CM/GC Contractor shall submit the revised preliminary Conduct of Construction Plan (CCP) to the Agency, prepared initially in collaboration with the Designer as part of Task 1.1. The preliminary plan will be reviewed by the Agency and the City and used to establish the final plan, which shall be completed sixty (60) Days prior to construction field mobilization. Address the proposed construction phasing, staging, sequencing of work, approach to addressing work with and adjacent to the OCS during construction, duration of Work within Work zones, typical hours of Work, areas and variances required where Work outside of typical hours is anticipated including number of shifts and weekends, field office needs, Contractor parking requirements during construction, approaches to limiting Contractor parking demand, use of public roadways and plans for storage of construction equipment, construction materials, rail piles, job trailers, porta-potties, Work and staging Site security provisions including prompt graffiti removal, coordination of Work with the public including utility disruptions, protection of private and public properties, dust control measures, dirt and debris control measures, storm water drainage management, erosion control measures, construction zone pedestrian and vehicular traffic management including signage, construction, noise and vibration control measures and monitoring if required, typical Work hours, temporary road closures or detours and duration and permits required, emergency vehicle provisions, maintenance of access to all properties and rail crossings, public safety protections, and construction restrictions during special events and/or moratoriums.

The Designer is responsible for performing or developing the following items of Work:

1. Site investigations and studies needed to develop design submittals. Specific investigations, studies, reports, or other documents will be provided for the CM/GC Contractor's review and comment.
2. The Work necessary to develop and complete the sixty-five percent (65%) Design, and working with the Agency to prepare the technical requirements and documents for the CM/GC Contractor to develop in-progress and final TCP estimates for Advanced Enabling Work (2.1 a) and final construction work (2.1b). These materials provide the basis for preparing and negotiating the final TCPs and delivering the Construction Phase Work.

Environmental coordination Work. The CM/GC Contractor shall coordinate with the Designer and the Agency to review information needed to comply with applicable environmental requirements.

3. Utilities relocation requirements to be developed through Designer, Ageny, and the Utility Owners

The CM/GC Contractor shall collaborate with the Designer to complete these 4 Work items listed above.

Deliverables:

- 65% Design Construction Recommendation Report
- 65% Opinion of Probable Construction Costs with P6 Construction Schedule
- 65% Conduction of Construction Plan

Meetings and Workshops:

- All meetings and workshops needed to complete Subtask 2.1.b.

TASK 2.2. COLLABORATE WITH THE DESIGNER AT NINETY-FIVE PERCENT (95%) DESIGN TO OPTIMIZE THE CONSTRUCTION PHASING AND DELIVERY SCHEDULE

As the Pre-Construction Phase proceeds, and the CM/GC Contractor provides input to the design for its preferred means and methods, proposed construction phasing, and innovation, the CM/GC Contractor shall further refine the schedule and assume full responsibility for the Construction schedule by the time the final design Pre-Construction Phase Work reaches the ninety-five percent (95%) completion milestone and submit the updated schedule to the Agency for review.

The CM/GC Contractor shall collaborate with the Designer to provide input on 95% design phase, scheduling, and logic. The CM/GC Contractor shall provide input to update and refine the Construction schedule to incorporate its preferred means and methods and construction phasing plan based on its proposed delivery approach.

Contractor team personnel shall attend and participate in design progress reviews at ninety-five percent (95%) Design Document submittals. This review will provide the opportunity for the CM/GC Contractor's Pre-Construction team members to continue reviewing the design progress as it develops and incorporate CM/GC Contractor input. All progress review documentation will be provided by the Designer.

Deliverables:

- 95% CM/GC P6 Construction Schedule
- Updated Risk Register at the ninety-five percent (95%) final design milestone

Meetings and Workshops:

- All meetings and workshops needed to complete Subtask 2.2.

TASK 2.3. AT FINAL DESIGN MILESTONE PROVIDE REPORTS FROM TCP ESTIMATES AT NINETY-FIVE PERCENT (95%) DESIGN DEVELOPMENT MILESTONES

The CM/GC Contractor and any proposed consultants and Subcontractors shall collaborate as the Designer develops the final P&S package ninety-five percent (95%) design milestones. The Designer will provide design plan QA/QC and documentation.

Based upon the Agency agreed upon design and construction approach and the updated baseline schedule, the Designer and Agency's ICE will develop an updated Engineer's Estimate at ninety-five percent (95%) design development milestones. At each design

development milestone, the CM/GC Contractor shall develop a production-based cost estimate and develop an updated TCP based on the status of the design development and the Agency agreed upon design and construction phasing and schedule approach.

Based upon the Agency agreed upon design and construction approach and the updated baseline schedule, the CM/GC Contractor shall independently develop construction quantities for verification with the Designer and Independent Cost Estimator's (ICE's) independent quantity calculations. At the CM/GC Contractor's option, the Designer's quantities can be reviewed and validated by the CM/GC Contractor and then used to create the updated TCP estimates. The CM/GC Contractor is fully responsible for the final, agreed upon TCP. The updated TCP estimates shall be open-book and shared in its entirety with the Agency and the ICE. No portion of the CM/GC Contractor's updated TCP shall be noted as proprietary or business confidential.

It is the Agency's intent to negotiate and agree upon the final TCP at the ninety-five percent (95%) design milestone and authorize the Construction Phase Work. The TCP shall consist of the all-in sum of all Construction Phase compensation due the CM/GC Contractor with respect to the Optional Advanced Enabling Work and Construction Phase Services identified by this RFP and subsequently developed.

The Agency will then direct the Designer to prepare one hundred percent (100%) design plans. The Agency does not anticipate design changes that may result in increased Project costs. However, any TCP adjustments required based on the final one hundred percent (100%) design plans will be incorporated as an Amendment to the Agreement.

Appendix E: Construction Phase Amendment and Part 5 - Supplemental General Conditions include the Agency's approach to addressing construction industry concerns related to providing fixed price bids for construction work given supply chain issues and construction commodity availability and pricing fluctuations. The Agency anticipates applying the same or similar approach for this Procurement.

Final Construction Contracting Plan recommending packaging of the Work to facilitate competitive proposing and award of trade contracts. Recommend which Work, if any, should be procured through best value selection, in lieu of low bid. Identify Work which the CM/GC Contractor proposes to self-perform, and how competitive pricing will be accomplished for that Work. Coordinate this topic with the DBE utilization goal and objectives and local resources use. Ensure lEnsure the plan includes provisions for the collection and documentation of lien waivers from all Subcontractor and material suppliers and vendors. The CM/GC Contractor shall prepare and submit to the Agency construction cost estimates based on the ninety-five percent (95%) design documents. If the Agency's preliminary construction cost estimate is exceeded, identify feasible cost reduction options, including projected cost savings offset with any additional design costs, to bring construction costs within the Agency's budget. Ensure cost reduction options are coordinated with Agency responses to the CM/GC Contractor's Pre-Final Design Recommendations Report The intent is that new options and recommendations are offered with each milestone deliverable. Include an itemization of General Conditions and estimated costs with each estimate.

The Agency will secure the services of an ICE to develop a production-based TCP estimate at each design development milestone. The Agency will use these two (2) TCP

estimates to evaluate the Project design development compared to the target budget and address design revisions accordingly. The Agency's expectation is the two (2) TCP estimates will agree within an acceptable range at the ninety-five percent (95%) design development levels.

If the two (2) TCP estimates do not agree within an acceptable range, the Agency, the City, Designer, CM/GC Contractor, and ICE will meet to review the line-by-line TCP estimates, identify discrepancies within the line items, and discuss potential line item estimate discrepancies. The intent is for the two (2) TCP estimates to reach agreement within a range acceptable to the Agency and the City. The CM/GC Contractor shall share sufficient details to discuss and adjudicate line item cost differences.

Following the review meeting, the Designer, CM/GC Contractor, and ICE will update their respective TCP estimates until the two (2) estimates agree within an acceptable range.

At each design development milestone and upon completion of the TCP resolution discussions, the CM/GC Contractor shall prepare a report presenting the results of the TCP adjudication discussions, outlining the major areas of TCP discrepancy and each parties' approach to resolving and addressing the discrepancy.

Deliverables:

- Final Construction Contracting Plan
- Production-based construction cost estimate and updated TCP at the ninety-five percent (95%) design development milestones
- Report summarizing the results of the TCP adjudication discussions at the ninety-five percent (95%) design development milestones

Meetings and Workshops:

- All meetings and workshops needed to complete Subtask 2.3.

TASK 2.4. APPENDIX E: CONSTRUCTION PHASE AMENDMENT DEVELOPMENT

The CM/GC Contractor shall work with the Agency to complete Appendix E, Construction Phase Amendment, for Construction Work package in consistency with the TCP.

Deliverables:

- Final Agreed Appendix E, Construction Phase Amendment, for Construction Phase Work.

TASK 3. ADVANCED ENABLING WORK (OPTIONAL)

At the Agency's option and upon agreement of Advanced Enabling Work Contract Packages and associated TCPs, the CM/GC Contractor will be authorized to complete Advance Enabling Work through an amendment to the Contract.

Deliverables:

- Execution per the Task 3 Advanced Enabling Work Contract which includes, but not limited to the following:
- Mobilization

- Submittals
- Updating the CM/GC Contractor pre-construction services Construction Schedule for the scope of work to establish the final cost loaded CPM Construction
- Update Project Schedule monthly
- Update Risk registry
- Three weeks schedule update
- Updated Project Conduct of Construction Plan (CCP)
- Updated Project specific Quality Management Plan (QMP)
- Updated Project Safety and Security Plan
- Weekly job Site progress meeting notes and minutes

TASK 4. CONSTRUCTION PHASE WORK (OPTIONAL)

When the Agency and CM/GC Contractor reach agreement on the final TCP estimate as outlined in subtasks 2.1b, 2.2, & 2.3, *Provide TCP estimates at the sixty-five percent (65%) and ninety-five percent (95%) design development milestones*, the CM/GC Contractor's Construction Amendment may be authorized and Construction Phase initiated.

Authorization of the CM/GC Contractor's Construction Amendment will be based in part on the CM/GC Contractor's proposed utilization of DBEs. See Appendix H: Construction Phase DBE Requirements for more information.

If authorized via an amendment, this Task includes the overall management and delivery of the CM/GC Contractor's Project team, including Contract administration, budget and schedule control, quality management, and Subcontractor administration.

In the event the Agency is unable to negotiate the TCP for the Construction Phase Work, the Agency may terminate the Agreement and not enter into an Amendment for the Construction Phase Work, and issue a separate procurement to obtain a new general contractor for the Construction Phase Services. If the Agency issues a separate procurement, the CM/GC Contractor is precluded from participating in this new procurement.

At the Agency's sole discretion and upon agreement of the TCP to complete the Work, the Construction Contract Amendment will be executed, and the CM/GC Contractor will be authorized to initiate the Construction Phase Work. The Construction Phase consists of the following tasks:

TASK 4.1. COORDINATION

The CM/GC Contractor shall maintain a full-time Project manager and field superintendent(s) on-site with the needed staff to coordinate, direct, and manage the Work for the duration of Construction.

Provide a Conduct of Construction Plan (CCP) documenting the CM/GC Contractor's approach to completing the Work and achieving the Project objectives.

Provide update a Quality Management Plan (QMP) complying with the Agency's QA/QC requirements, including requirements for inspection and testing procedures to be included in the CM/GC Contractor's Work.

Provide a Safety and Security Plan complying with the Agency's Project safety requirements and in accordance with the plan developed during the Pre-Construction Phase and the Agency's Construction Safety Program. Manage the construction Work so that it is completed in accordance with the Agency's safety certification process. Document safety certifiable items per plan and prior to Agency turnover.

Establish, coordinate, conduct, and document weekly job Site progress meetings with the Agency, the City, and Project stakeholders. Prepare and distribute meeting minutes within five (5) Days of the status meeting.

Under a separate Agency authorization, the Designer is providing design support services during construction. See the Final Design Services RFP posted on PlanetBids Procurement Portal (https://vendors.planetbids.com/portal/68007/portal-home) for the Designer's anticipated Construction Phase. Note that some of these Final Design Services RFP tasks may have been revised by a subsequent Amendment to the Designer's Pre-Construction Phase Contract.

Deliverables:

- Updated Project Conduct of Construction Plan (CCP)
- Updated Construction phase Project Management Plan (PMP)
- Updated Project Quality Management Plan (QMP)
- Updated Project Safety and Security Plan
- Weekly job Site progress meeting notes and minutes

TASK 4.2. CREATE THE CONSTRUCTION BASELINE SCHEDULE

The CM/GC Contractor shall create the final cost-loaded CPM Construction Baseline Schedule to be used to plan and monitor progress through the entire Construction.

The schedule shall be maintained and updated monthly against the Approved Baseline Schedule for progress payments, monitoring Project progress, managing the Work, and tracking changes. Keep the Agency fully advised of the Work status through submission of a monthly report identifying any delays or impacts to scheduled progress. Prepare detailed weekly look-ahead Work schedules that accomplish Work in accordance with the overall CPM schedule.

The schedule and plan for the Work shall include details related to constructing the structures and associated utility improvements. It is extremely important that Work requiring significant detours have minimum durations and impact. Meet with the Agency to review and approve these schedules, discuss construction windows and any options for reducing schedule and cost impact, and incorporate those items.

The CM/GC Contractor shall develop and submit the Baseline Schedule with the following guidelines:

1. Develop and maintain a complete cost loaded CPM schedule for the detailed Construction Scope of Work. The schedule shall be in Primavera P6 software version approved by the Agency Project Manager including a detailed Work Breakdown Structure (WBS) level of detail to be agreed to by the Agency Project Manager
2. Updating the CM/GC Contractor pre-construction services Construction Schedule to establish the final cost loaded CPM Construction Baseline Schedule shall be submitted as part of first order of Construction Phase. The Baseline Schedule shall be submitted to the Agency for review and Approval within thirty (30) Days of NTP. The Agency will review and provide comments on the Baseline Schedule within fourteen (14) Calendar Days. The CM/GC Contractor shall revise the submittals in accordance with the Agency's comments and provide final submittals within fourteen (14) Calendar Days after receipt of the Agency's review comments.
3. The Baseline Schedule shall include the entire scope of Construction Phase through the end of the Contract time. The Baseline Schedule shall show the order in which the CM/GC Contractor proposes to carry out the Work with logical links between time-scaled Work activities, material and equipment orders, and calculations made using the Critical Path Method to determine the controlling operation or operations. The CM/GC Contractor shall ensure that activity sequences are logical and that the Baseline Schedule shows a coordinated plan for complete performance of the Work. Requirements and events which impose limitations, and dates and milestones which constrain the time, shall be clearly identified, justified, and documented.
4. The Baseline Schedule shall be developed using commonly agreed best practices such as: no open-ended activities, minimize activity date constraints, no negative float, no negative lag (leads), no long lags, no long activities (greater than forty-four [44] Working Days), no long floats (greater than forty-four [44] Working Days), no Start to Finish relationships, no split activities, and other scheduling best practices. Any exceptions are required to be clearly identified, justified, and documented.
5. The Baseline Schedule shall be cost loaded to the Contract award amount with enough details to align progress reporting with invoice payment requests through the Contract Cost Proposal. Resource loading the schedule with units and time resources for specific WBS elements, or the entire Contract shall be required to provide physical progress and performance measurement.
6. The Primavera P6 baseline schedule shall be cost loaded using the individual lines in the Cost Proposal as resources. All Project positions or roles such as Project Manager, Construction Manager, Lead Scheduler, Lead Cost Estimator, and other positions as required involved in the Scope of Work shall be listed as individual lines in the Cost Proposal.
7. All resources for cost loading or improved progress measurement shall follow the resource hierarchy established by the Agency in Primavera P6, current Version. The

resource hierarchy will be provided to the CM/GC Contractor before the CM/GC Contractor develops the Baseline Schedule.

8. The use of special calendars (those not originally included in Primavera P6), any activity codes, and resource codes need to be clearly identified, documented, and justified prior to incorporating them into the Baseline Schedule.
9. The Data Date for the Baseline Schedule shall be the date of the Construction NTP.
10. All important milestones for the Contract shall be included. The list of milestones will be provided by the Project team before the CM/GC Contractor works on the Baseline Schedule. The list of milestones will be the basis for schedule reporting for Agency management.
11. Float or slack shall not be considered as time for the exclusive use of or benefit of either the Agency or the CM/GC Contractor but shall be considered as a jointly owned expiring resource available to the Project and shall not be used to the financial detriment or benefit of either party. The CM/GC Contractor shall not create artificial schedule activities that eliminate any or all float in the Project schedule.

Deliverables:

- The cost-loaded P6 CPM Construction Baseline Schedule
- Monthly Baseline Schedule updates and Project progress reports

TASK 4.3. SUBMIT WRITTEN MONTHLY PROGRESS REPORTS TO THE PROJECT MANAGER

The written Monthly Progress Report shall include the following information.

At the end of each monthly reporting period, the CM/GC Contractor shall prepare a Progress Report Submittal that includes a Progress Schedule, a written Progress Narrative, and the corresponding invoice documents for the period.

The Progress Schedule shall be based on the approved Baseline Schedule and progressed to the end of the reporting period. This Progress Schedule shall be submitted to the Owner in Primavera P6 in a version approved by the Owner (XER format and PDF). The progress reported must be consistent with the Cost Proposal. No progress payment will be made without an approved Progress Schedule.

Progress shall be measured based on the documented and agreed upon progress made to the date of delivering the Appendix A: Scope of Services Tasks or Sub-Tasks, not on a percent of Lump Sum Price approach. Overall performance will be measured against the approved Baseline Schedule and Cost Proposal.

With the Agency's prior written Approval, the CM/GC Contractor may include Progress Schedule modifications such as adding or deleting activities, changing activity constraints and durations, or changing activity calendars or logic. The CM/GC Contractor shall state in writing the reasons for any of these changes to planned Work. If any proposed changes in planned Work will result in changes to the Critical Path or near Critical Path, or any of the important schedule milestones, then the CM/GC Contractor shall submit a time impact analysis.

The Progress Schedule shall include actual Work performed and any changed logic relationships of out-of-sequence activities to reflect actual Work sequence.

The Progress Schedule shall include updated estimates of all remaining Work.

Requirements and events which impose limitations and dates and milestones which constrain the time in the Progress Schedule shall be clearly identified.

The CM/GC Contractor shall submit a Progress Narrative Report containing detailed comprehensive descriptions of the following information:

1. Description of Work completed during the reporting period, including progress made on activities on the current critical path.
2. 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. Indicate the status of construction materials orders and any materials on backorder.
3. Description of the current schedule critical path.
4. 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.
5. Explanation of any lack of Work on activities on the critical path during the reporting period.
6. Issues that are impacting and risk events that may impact the scope, budget, or milestone completion dates of deliverables, especially those materials and supplies that are on back order.
7. Description of proposed corrective actions and schedule adjustments to mitigate delays and bring the Project back on schedule.
8. Status of permits, Contract Amendments, Change Orders, submittals, potential claims, time adjustments, non-conformance reports, and any other pending items on the current critical path.
9. Description of activities on the critical path to be performed in the next update period.
10. Any other information pertinent to the status of the Project schedule as determined by the CM/GC Contractor or requested by the Agency.
11. The Monthly Progress Report shall be submitted on thirtieth (30th) Day of the month.
12. The Monthly Progress Report shall address any delivery issues that may affect the Scope of Work.
13. The Monthly Progress Report shall include a summary of the actual and planned expenditures. Compare them with the progress report and discuss any discrepancies. Include backup documentation for the invoiced Services.
14. The CM/GC Contractor shall provide an updated Risk Register submitted monthly as part of the Monthly Progress Report. Risk Registers shall be updated in coordination

with all Project stakeholders. The Designer and the CM/GC Contractor have collaborated as part of the Pre-Construction Phase Work to create, update, and maintain the Risk Register. The CM/GC Contractor shall be responsible for updating and maintaining the Risk Register during Construction.

The Monthly Progress Report shall be submitted five (5) Days before the invoice is submitted for review or by the twenty-fifth (25th) Day of the month.

Deliverables:

- Monthly Progress Report including Progress Schedule and Project Progress Narrative

TASK 4.4. INVOICES

The CM/GC Contractor shall submit monthly invoice statements detailing the Services performed during the billing period. The CM/GC Contractor shall review and process all applications for payment by Subcontractors, material suppliers, and vendors in accordance with the terms of their contract. Provide all backup documentation. Review and resolve all Subcontractors' and/or material suppliers' and vendors' payment requests.

The CM/GC Contractor shall make available to Agency all construction cost estimates and tracking information, including supporting data, takeoffs, bids, and other cost records. Provide cost supporting information in the CM/GC Contractor's monthly reports in a format agreed to by the Agency of actual costs and Work progress as compared to estimated cost projections, scheduled Work progress, and as a percent of Project completion. Explain variations and provide information as requested by the Agency. Identify variations being developed as potential Contract Amendments or Contract Change Orders.

Monthly invoices shall be prepared as follows:

1. Invoices shall be submitted for a specific period and shall be consistent with the progress reported in the corresponding Progress Report Submittal and Progress Narrative Report.
2. Together with the invoice, a Cost Proposal Update shall be included with updated amounts for each line item for: current budget amount, cumulative actuals (total billed to date), actual this period (this period billing amount), and remaining amount.
3. The Cost Proposal Update shall include any Amendments and shall reflect the current total Contract amount.

The CM/GC Contractor, consultants, and all subcontractors shall comply with prompt payment reporting requirements listed in Appendix H: Construction Phase DBE Requirements.

Deliverables:

- Monthly progress invoice according to Agency format.

TASK 4.5. CONSTRUCTION EXECUTION

The CM/GC Contractor shall complete the Construction Phase presented on the Approved final design PS&E and in accordance with the Construction Contract Amendment. The following specific tasks shall be included.

The CM/GC Contractor shall prepare and submit a Project-specific Construction Project Management Plan (PMP) and Quality Management Plan (QMP) as part of the Construction first order of Work and submit these plans to the Agency for review and Approval within thirty (30) Days of NTP. The Agency will review and provide comments on the PMP and QMP within fourteen (14) Calendar Days. The CM/GC Contractor shall revise the submittals in accordance with the Agency's comments and provide final submittals within fourteen (14) Calendar Days after receipt of the Agency's review comments.

The CM/GC Contractor shall prepare the final Construction Phase Sustainability Plan, Construction Safety Plan, plan to Handle Hazardous Materials Encountered During Construction, and the Environmental Compliance Plan and submit these plans to the Agency for review and Approval within sixty (60) Days of NTP. The Agency will review and provide comments on the plans within fourteen (14) Calendar Days. The CM/GC Contractor shall revise the submittals in accordance with the Agency's comments and provide final submittals within seven (7) Calendar Days after receipt of the Agency's review comments.

The CM/GC Contractor shall manage all Work in accordance with the agreed-upon Conduct of Construction plan.

The CM/GC Contractor shall conduct all Work in accordance with the agreed-upon Construction Phase plans.

Work with the Agency to establish and implement procedures for tracking, expediting, and processing all submittals, Contract Amendments, Change Orders, and Requests for Information (RFI).

Comply with DBE utilization requirements, in accordance with the plan developed during Pre-Construction Phase. Identify a Coordinator to monitor and implement the program. Provide monthly status reports and attend monthly meetings to confirm program compliance.

Implement the Approved Environmental Compliance Plan including the management of stormwater run-off, erosion control, contaminated soil reuse and disposal during construction in accordance with the Environmental Compliance Plan developed during Pre-Construction Phase. The plan shall address all relevant jurisdictional requirements.

Implement the Approved Sustainability Plan in accordance with the plan developed during Pre-Construction Phase. Identify a coordinator to monitor and implement the plan, provide monthly status reports, and attend scheduled meetings to confirm plan compliance. Implementation shall include, but not necessarily be limited to, obtaining all required permits, and tracking quantities and cost, of each sustainability initiative. At the completion of the Project, the Sustainability Plan results shall be submitted to the Agency

for inclusion in a final Sustainability Report and Construction Recycling, Reuse, and Salvage Report at the end of the Project.

Coordinate with Agency and City of Menlo Park community affairs staff to represent the Agency and the City as a good neighbor. Such coordination may include sharing work plans and schedules in advance, developing traffic control plans that minimize impacts to businesses and residents, adjusting Work hours to minimize noise impacts, and promptly responding to neighbors' substantive concerns.

Maintain current, hard copy markups of as-built drawing and specification revisions to the issued construction drawings and specifications per Agency standards, including Work performed by all Subcontractors, and submit Project progress report monthly to the Agency. Identify revisions by Agency-assigned tracking numbers and in accordance with all Approved change procedures. The Agency, or its Designer, will input as-built information into the electronic design plans and specifications.

The CM/GC Contractor shall prepare and submit all final Contract closeout information, spare parts, warranty certifications, operation and maintenance manuals and training, and other information and materials as required by the Agency and the Project specifications.

Deliverables:

- Delivery of the required Construction Phase Work
- Final Contract close out materials
- As-Built information.

END OF THE SCOPE OF SERVICES

APPENDIX B: AGREEMENT

AGREEMENT BETWEEN
THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)
AND
_____(CM/GC Contractor)

AGREEMENT SUMMARY*

Board of Directors' Date of Award: _____, 2024

Resolution Number: 2024-____

Effective Date of Agreement: _____, 2024

Services to be Performed (Section 1):

- Task 1 - Enhanced Preliminary Engineering
- Task 2 - Pre-Construction Phase Designer Collaboration (Required)
- Task 3 - Advanced Enabling Work (Optional)
- Task 4 - Construction Phase Work (Optional)

Term of Agreement (Section 3):

The term of this Agreement will be for an eighteen (18) month base term commencing on February __, 2025 and ending on July __, 2026.

The Agency reserves the right, in its sole discretion, to exercise one (1) approximately eighteen (18) month option term to extend the Agreement for the Construction Phase, or to issue a separate Construction Phase Agreement pursuant to the terms of this Agreement.

CM/GC Contractor's Key Representative (Section 4):

Name:

Title:

Company:

Address:

Phone:

Email:

Compensation (Section 5): The Firm Fixed Lump Sum Prices as follows:

Required Services for Tasks 1 and 2 for the Firm Fixed Lump Sum Price of _____ dollars ($_____);

Optional Services for Task 4 for the Firm Fixed Fee Lump Sum Price of _____ dollars ($_____).

*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement.

This Agreement for Construction Manager / General Contractor (CM/GC) Pre-Construction Phase Services for the Middle Avenue Pedestrian and Bicycle Rail Undercrossing Project (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (Agency) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and _____ (CM/GC Contractor), a _____[STATE] Corporation located at _____[INSERT ADDRESS] ("the Parties").

1. SCOPE OF SERVICES

This is an Agreement to provide final design Pre-Construction Phase services. The CM/GC Contractor shall be familiar with and will be responsible for providing and performing all activities necessary to successfully deliver the Project through the final design Pre-Construction Phase with a goal to collaborate with the Project Designer to finalize design documents for the construction Work and agree with the Agency on the Total Contract Price (TCP) amount. Upon Agreement on the TCP, the Agency may issue an Amendment to the Contract for the Construction Phase Work. The CM/GC Contractor shall identify and explain the necessity for any additional tasks not within the Scope of Services detailed below, including any modified assumptions, required to successfully deliver the Project.

The key components of the Scope of Services are as follows:

- Task 1 - Enhanced Preliminary Engineering
- Task 2 - Pre-Construction Phase Designer Collaboration (Required)
- Task 3 - Advanced Enabling Work (Optional)
- Task 4 - Construction Phase Work (Optional)

The CM/GC Contractor agrees to provide these services to the Agency in accordance with the terms and conditions of this Agreement. In the performance of its work, the CM/GC Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of Contractors with special expertise in providing heavy civil construction and other related support services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CM/GC Contractor's Services will consist of the Services set forth in the Request for Proposals dated July 2, 2024 the Scope of Services of which is attached hereto and incorporated herein as Appendix A: Scope of Services, as supplemented by the CM/GC Contractor's written Proposal dated August 21, 2024 , attached hereto and incorporated herein.

In addition, the CM/GC Contractor may be asked to provide optional or additional services to support the Project beyond those specifically identified in Appendix A: Scope of Services and CM/GC Contractor's Proposal, including Cost Proposal. The Agency will issue Amendments against the Agreement at any time, on an as-needed basis during the Agreement's period of performance. Each Amendment will contain a period of performance, negotiated price at the sole discretion of the Agency whether 1) Cost plus

fixed fee with a ceiling, 2) specified rate of compensation, or 3) on Lump Sum basis. Compensation terms will be specified in the Amendment.

The CM/GC Contractor will provide litigation support related to the Project, including serving as an expert witness if required by the Agency. If litigation relating to the Project arises, the CM/GC Contractor will ensure that at least one individual working on the Project has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CM/GC Contractor may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

(1) Amendments to this Agreement;

(2) Change Orders;

(3) This Agreement;

(4) Appendix F, Federal Requirements;

(5) Appendix A, Scope of Services;

(6) Appendix C, Insurance Requirements;

(7) Appendix G, Labor Code Requirements;

(8) Appendix H, Construction DBE Requirements and Forms;

(9) Appendix D, SBE Requirements;

(10) Appendix I, Federal Prevailing Wage Rates;

(11) RFP 24-J-C-107, including all Addenda, if any; and

(12) Appendix B, CM/GC Contractor's Proposal, including Cost Proposal, in response to the RFP.

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The term of this Agreement will be for an eighteen (18) month base term commencing on February __, 2025. The CM/GC Contractor will furnish the Agency with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

The Agency reserves the right, in its sole discretion, to exercise one (1) approximately eighteen (23) month option term to extend the Agreement, or to issue a separate Construction Phase Agreement pursuant to the terms of this Agreement. If the Agency

determines to exercise the option term, the Agency will give the CM/GC Contractor at least thirty (30) Days' written notice of its determination.

Table 3-1: Pre-Construction Phase Timeline:

Phase	Duration	Starting Month	Ending Month
Task 1&2: Base Contract, Pre-Construction Phase Services	18 months	February 2025	August 2026

Table 3-2: Optional Construction Phase Timeline:

Phase	Duration	Starting Month	Ending Month
Task 3: Advanced Enabling Work	6 months	October 2025	April 2026
Task 4: Construction Phase	18 months	October 2026	April 2028

It is understood that the term of the Agreement and any option term granted thereto as specified herein are subject to the Agency's right to terminate the Agreement in accordance with Section 24 of this Agreement.

4. CM/GC CONTRACTOR'S REPRESENTATIVE

At all times during the term of this Agreement _____ will serve as the primary staff person of CM/GC Contractor to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CM/GC Contractor and approval by the Agency, which will not be unreasonably withheld, the CM/GC Contractor may substitute this person with another person, who will possess similar qualifications and experience for this position.

5. COMPENSATION

The CM/GC Contractor agrees to perform all of the services Under Tasks 1 and 2 included in Section 1 for a Firm Fixed Lump Sum Price of _____ ($_____) plus a ten percent (10%) contingency amount or up to $250,000, which may be used at the Agency's discretion if necessary for unforeseen work only, in accordance with Appendix A, Scope of Services and CM/GC Contractor's Proposal, including Cost Proposal. The total amount will include all labor, materials, supplies, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CM/GC Contractor. The hourly rate by personnel category will be as set forth in CM/GC

Contractor's Proposal. The Agency will pay the CM/GC Contractor in accordance with Section 6.

The Agency, in its sole discretion, may elect to exercise option(s) for Task 3 Advanced Enabling Work (Optional) and Task 4. Deliver the Construction Phase Work (Optional) on a cost-plus Firm Fixed Fee Lump Sum Price basis. The cost will be determined based on the Total Contract Price (TCP) negotiations with the CM/GC Contractor as the Pre-Construction Phase design work is completed. This Construction Phase Work, if Authorized, will be Authorized by an Amendment to this Agreement. If the Agency determines to exercise optional Task 3 and/or 4, the Agency will give the CM/GC Contractor at least thirty (30) Days' written notice of its determination. The Agency will reimburse the CM/GC Contractor for actual costs (including construction materials procurement, delivery, temporary storage, and installation; labor costs; employee benefits; travel; equipment purchases and rental costs; overhead; and other direct costs) incurred by the CM/GC Contractor in performance of the services. The CM/GC Contractor will not be reimbursed for actual costs that exceed the labor rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in CM/GC Contractor's Proposal, unless additional reimbursement is provided for, by a fully executed Amendment to this Agreement. In no event will the CM/GC Contractor be reimbursed for overhead costs at a rate that exceeds the Agency-approved overhead rate set forth in CM/GC Contractor's Proposal. In addition to the allowable incurred costs, the Agency will pay the CM/GC Contractor:

A Firm Fixed Fee Lump Sum Price of _____dollars ($ _____) for Optional Task 3. Advanced Enabling Work (Optional)

A Firm Fixed Fee Lump Sum Price of _____ dollars ($ _____) for Optional Task 4. Deliver the Construction Phase Work (Optional)

The Firm Fixed Fee Lump Sum Prices are nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of services and such adjustment is made by a fully executed amendment to this Agreement. The Agency will pay the CM/GC Contractor in accordance with Section 6.

6. MANNER OF PAYMENT

The CM/GC Contractor must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the Contract Number 24-J-C-107, Purchase Order No., and the Agency Project Manager's name.

Each invoice submitted by the CM/GC Contractor shall indicate the percentage of the Fixed Fee for the required services and any exercised option Task(s) that the work described in the invoice represents. The percentage of the Fixed Fee included in each invoice shall be determined by multiplying the total Firm Fixed Fee Lump Sum Price for the given task by the percent of the total progress on that task reported to the Agency for that invoice period, less the total amount of the Fixed Fee previously invoiced and paid.

The Agency will endeavor to pay approved invoices/billing statements within thirty (30) Calendar Days of their receipt. The Agency reserves the right to withhold payment to the CM/GC Contractor if the Agency determines that the quantity or quality of the work

performed is unacceptable. Furthermore, the Agency reserves the right to withhold payment for any invoice that does not match the PO lines until CM/GC Contractor resubmits a corrected invoice. The Agency will provide written notice to the CM/GC Contractor within ten (10) Calendar Days of the Agency's decision not to pay and the reasons for non-payment. Final payment will be withheld until CM/GC Contractor performs all required Agreement expiration or termination obligations. If CM/GC Contractor disagrees with the Agency's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the Agency's decision to the Agency within thirty (30) Calendar Days of the Agency's notice. If CM/GC Contractor does not provide written notice in accordance with this Section, it waives all rights to challenge the Agency's decision.

Submit one (1) copy of each invoice as a PDF via email to:

AccountsPayable@samtrans.com

7. UNIT PRICES AND LABOR RATE ADJUSTMENTS

The CM/GC Contractor shall not be entitled to any additional fees for unit priced task order work. The unit prices set forth in Form 13: Cost Proposal shall be the total cost to the Agency inclusive of all CM/GC Contractor costs and markups.

Unit prices as set forth in Form 13: Cost Proposal shall be firm for the duration of this contract regardless of actual changes in labor rates.

8. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the Agency's Project Manager or designee, and the CM/GC Contractor's _____.

Notices informing CM/GC Contractor of the Agency's decision to exercise Agreement options (that were exercisable in the Agency's sole discretion) will be exchanged between the Agency's _____ or designee, and the CM/GC Contractor's _____ via electronic mail to: _____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the Agency:	Board Secretary Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue San Carlos, CA 94070
With a copy to:	Director, Contracts & Procurement Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue San Carlos, CA 94070
If to the CM/GC Contractor:	_____ Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the Day after that on which it is deposited in the United States Mail as provided above.

9. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CM/GC Contractor will be and are the property of the Agency. The Agency will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CM/GC Contractor or in the hands of any Subcontractor upon completion or termination of the work will be immediately delivered to the Agency. If any materials are lost, damaged, or destroyed before final delivery to the Agency, the CM/GC Contractor will replace them at its own expense and the CM/GC Contractor assumes all risks of loss, damage, or destruction of or to such materials. The CM/GC Contractor may retain a copy of all material produced under this Agreement for its use in its general business activities.

All rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the Agency. The CM/GC Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

The CM/GC Contractor represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

10. CONFIDENTIALITY

Any Agency materials that the CM/GC Contractor has access or materials prepared by the CM/GC Contractor during the course of this Agreement (“confidential information”) will be held in confidence by the CM/GC Contractor, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CM/GC Contractor as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CM/GC Contractor, its employees, Subcontractors, and agents, will not release any reports, information, or other materials prepared in connection with this Agreement,

whether deemed confidential or not, without the approval of the Agency's Executive Director or designee.

11. USE OF SUBCONTRACTORS

The CM/GC Contractor must not subcontract any services to be performed by it under this Agreement without the prior written approval of the Agency, except for service firms engaged in drawing, reprographics, typing, and printing.

Any Subcontractors must be engaged under written contract with the CM/GC Contractor with provisions allowing the CM/GC Contractor to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 9. The CM/GC Contractor will be solely responsible for reimbursing any Subcontractors and the Agency will have no obligation to them.

12. CHANGES

The Agency may at any time, by written order, make changes within the scope of services and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CM/GC Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any Agency conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CM/GC Contractor regards as a change to the contract terms and conditions, CM/GC Contractor will so advise the Agency immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the Agency prior to the time that CM/GC Contractor performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts & Procurement Department prior to implementation of such changes. Failure to provide written notice and receive Agency approval for extra work prior to performing extra work may, at the Agency's sole discretion, result in non-payment of the invoices reflecting such work.

13. RESPONSIBILITY: INDEMNIFICATION

The CM/GC Contractor will indemnify, keep and save harmless the Agency, the San Mateo County Transit District, the City and County of San Francisco, the San Mateo County Transportation Authority (TA), TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and the City of Burlingame and their directors, officers, agents, and employees against all suits, claims, or actions arising out of any of the following:

A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CM/GC Contractor caused by a negligent act or omission or willful misconduct of the CM/GC Contractor or its employees, Subcontractors, or agents; or

B. Any allegation that materials or services provided by the CM/GC Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CM/GC Contractor further agrees to defend all such actions, suits, or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Agency or any of the other individuals enumerated above in any such action, the CM/GC Contractor will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

14. INSURANCE

Refer to Appendix C: Insurance Requirements appended hereto, for the Insurance Requirements.

15. CM/GC CONTRACTOR'S STATUS

Neither the CM/GC Contractor nor any party contracting with the CM/GC Contractor will be deemed to be an agent or employee of the Agency. The CM/GC Contractor is and will be an independent CM/GC Contractor and the legal relationship of any person performing services for the CM/GC Contractor will be one solely between that person and the CM/GC Contractor.

16. ASSIGNMENT

The CM/GC Contractor must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the Agency.

17. OTHER GOVERNMENTAL AGENCIES

Not Applicable.

18. AGENCY WARRANTIES

The Agency makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

19. AGENCY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the Agency, the Agency's Executive Director, or such person or persons as they will designate in writing from time to time, will represent and act for the Agency.

20. WARRANTY OF SERVICES

A. CM/GC Contractor warrants that its services will be performed in accordance with the professional standards of practices of comparable firms at the time the services are rendered.

B. If any services provided by the CM/GC Contractor hereunder are deficient because of CM/GC Contractor's or Subcontractors' failure to perform said services in accordance with the warranty standards set forth above, the Agency will report such deficiencies in writing to the CM/GC Contractor within a reasonable time. The Agency thereafter will have:

i. The right to have the CM/GC Contractor re-perform such services at the CM/GC Contractor's expense; or

ii. The right to have such services done by others and the costs thereof charged to and collected from the CM/GC Contractor if, within thirty (30) Days after written notice to the CM/GC Contractor requiring such re-performance, CM/GC Contractor fails to give satisfactory evidence to the Agency that it has undertaken said re-performance.

iii. The right to terminate the Agreement for default.

C. CM/GC Contractor will be responsible for all errors and omissions and is expected to pay for all services work because of errors and omissions.

21. CLAIMS OR DISPUTES

The CM/GC Contractor will be solely responsible for providing timely written notice to Agency of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the Agency's intent to investigate and attempt to resolve any CM/GC Contractor claims before the CM/GC Contractor has performed any disputed work. Therefore, CM/GC Contractor's failure to provide timely notice will constitute a waiver of CM/GC Contractor's claims for additional compensation and/or time.

The CM/GC Contractor will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Agency, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the Agency due written notice of a potential claim. The potential claim will set forth the reasons for which the CM/GC Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the Agency, such notice will be given to the Agency prior to the time that the CM/GC Contractor has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within ten (10) Days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CM/GC Contractor will continue to work during the dispute resolution process in a diligent and timely manner as directed by the Agency and will be governed by all applicable provisions of the Agreement. The CM/GC Contractor will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CM/GC Contractor claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CM/GC Contractor claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

22. REMEDIES

In the event the CM/GC Contractor fails to comply with the requirements of this Agreement in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

23. TEMPORARY SUSPENSION OF WORK

The Agency, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as Agency may deem necessary. The suspension may be due to the failure on the part of the CM/GC Contractor to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CM/GC Contractor. The CM/GC Contractor will comply immediately with the written order of Agency to suspend the work wholly or in part. The suspended work will be resumed when the CM/GC Contractor is provided with written direction from Agency to resume the work.

If the suspension is due to the CM/GC Contractor's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CM/GC Contractor, all costs will be at CM/GC Contractor's expense and no schedule extensions will be provided by Agency.

In the event of a suspension of the work, the CM/GC Contractor will not be relieved of the CM/GC Contractor's responsibilities under this Agreement, except the obligations to perform the work that the Agency has specifically directed CM/GC Contractor to suspend under this Section.

If the suspension is not the responsibility of the CM/GC Contractor, suspension of all or any portion of the work under this Section may entitle the CM/GC Contractor to compensation and/or schedule extensions subject to the Agreement requirements.

24. TERMINATION

A. **Termination for Convenience**. The Agency may terminate this Agreement for convenience at any time by giving sixty (60) Days written notice to the CM/GC Contractor. Upon receipt of such notice, the CM/GC Contractor may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the Agency terminates the Agreement for convenience, the Agency agrees to pay the CM/GC Contractor, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the Agency upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CM/GC Contractor is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the Agency upon the effective date of the termination for convenience. CM/GC Contractor and its Subcontractors must cooperate in good faith in any transition to other contractors, vendors, or consultants as the Agency deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. **Termination for Default**. If the CM/GC Contractor fails to perform any of the provisions of this Agreement, the Agency may find the CM/GC Contractor to be in default. After delivery of a written notice of default Agency may terminate the Agreement for default if the CM/GC Contractor 1) does not cure such breach

within seven (7) Calendar Days; or 2) if the nature of the breach is such that it will reasonably require more than seven (7) Days to commence curing, as determined in the Agency's discretion, provide a plan to cure such breach which is acceptable to the Agency within seven (7) Calendar Days. If the CM/GC Contractor cures the default within the cure period but subsequently defaults again, the Agency may immediately terminate the Agreement without further notice or right to cure. In the event of the filing of a petition for bankruptcy by or against the CM/GC Contractor or for appointment of a receiver for CM/GC Contractor's property, Agency may terminate this Agreement immediately without the thirty (30) Day cure period.

Upon receipt of a notice of termination for default, the CM/GC Contractor may not commit itself to any further expenditure of time or resources. The Agency agrees to remit final payment to the CM/GC Contractor in an amount to cover only those sums actually due and owing from the Agency for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The Agency is not in any manner liable for the CM/GC Contractor's actual or projected lost profits had the CM/GC Contractor completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the Agency upon the effective date of the termination for default.

C. The rights and remedies of the Agency provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. LIQUIDATED DAMAGES

Not Applicable.

26. PREVAILING WAGE

See Appendix G: Labor Code Requirements and Appendix I: Federal Prevailing Wage Rates.

27. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CM/GC Contractor and Subcontractor costs incurred in the performance of this Agreement will be subject to audit. The CM/GC Contractor and its Subcontractors will permit the Agency, the State Comptroller, and their authorized representatives, to inspect, examine, take excerpts from, transcribe, and copy the CM/GC Contractor's books, work, documents, papers, materials, payrolls records, accounts, and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CM/GC Contractor pursuant to this Agreement. The CM/GC Contractor will also provide such assistance as may be required during such audit. The CM/GC Contractor will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If the audit performed by the Agency's auditor or staff reveals that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CM/GC Contractor agrees to reimburse the Agency for those costs within sixty (60) Days of written notification by the Agency.

28. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CM/GC Contractor shall not discriminate based on race, color, national origin, or gender in the performance of this Agreement. The CM/GC Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CM/GC Contractor agrees to comply with all provisions prohibiting discrimination based on race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CM/GC Contractor shall obtain the same assurances from its joint venture partners and Subcontractors by including this assurance in all subcontracts entered into under this Agreement. Failure by the CM/GC Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Agency deems appropriate.

29. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement, the CM/GC Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CM/GC Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CM/GC Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The CM/GC Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CM/GC Contractor will, in all solicitations or advancements for employees placed by or on behalf of the CM/GC Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CM/GC Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CM/GC Contractor's legal duty to furnish information.

The CM/GC Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency's Contract Officer, advising the labor union or workers' representative of the CM/GC Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CM/GC Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CM/GC Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CM/GC Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CM/GC Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CM/GC Contractor will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CM/GC Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CM/GC Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the CM/GC Contractor may request the United States to enter into such litigation to protect the interests of the United States.

30. SBE AND DBE REQUIREMENTS

See Appendix D: SBE Requirements, Appendix H: Construction Phase DBE Requirements, and Appendix E: Construction Phase Amendment (Part 2 – Forms) for more information.

31. CONFLICT OF INTEREST

A. **General**. Depending on the nature of the work performed, a CM/GC Contractor of the Agency may be subject to the same conflict of interest prohibitions established by California law that govern Agency's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the Proposal process or the term of the Agreement, CM/GC Contractor and its employees may be required to disclose financial interests.

The CM/GC Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CM/GC Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CM/GC Contractor may be required to publicly disclose financial interests under the Agency's Conflict of Interest Code. Upon receipt, the CM/GC Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by Agency.

No person previously in the position of Director, Officer, employee or agent of the Agency during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CM/GC Contractor by making any formal or informal appearance, or any oral or written communication, before the Agency, or any Officer or employee of the Agency, for a period of one (1) year after leaving office or employment with the Agency if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

B. **Organizational Conflicts of Interest**. CM/GC Contractor will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the Agency; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CM/GC Contractor will not engage the services of any Subcontractor or independent consultant on any work related to this Agreement if the Subcontractor or independent consultant, or any employee of the Subcontractor or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CM/GC Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CM/GC Contractor immediately will provide the Agency with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CM/GC Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, Agency becomes aware of an organizational conflict of interest in connection with CM/GC Contractor's performance of the work hereunder, Agency will similarly notify CM/GC Contractor.

In the event a conflict is presented, whether disclosed by CM/GC Contractor or discovered by Agency, the Agency will consider the conflict presented and any alternatives proposed and meet with the CM/GC Contractor to determine an appropriate course of action. The Agency's determination as to the way to address the conflict will be final.

During the term of this Agreement, CM/GC Contractor must maintain lists of its employees, and the Subcontractors and independent contractors or consultants used and their employees. CM/GC Contractor must provide this information to the Agency upon request. However, submittal of such lists does not relieve the CM/GC Contractor of its obligation to assure that no organizational conflicts of interest exist. CM/GC Contractor will retain this record for five (5) years after the Agency makes final payment under this Agreement. Such lists may be published as part of future Agency solicitations.

CM/GC Contractor will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CM/GC Contractor will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this Section may subject the CM/GC Contractor to damages incurred by the Agency in addressing organizational conflicts that arise out of work performed by CM/GC Contractor, or to termination of this Agreement for breach.

32. SUBSTANCE ABUSE PROGRAM

Not Applicable

33. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)

CM/GC Contractor consents to the release of this Agreement, the redacted version of its Proposal, and the release of any portion of its Proposal not included in its confidentiality index and waives all claims against the Agency, its directors, officers, employees, and agents, for the disclosure of such information. If the CM/GC Contractor did not include a confidentiality index in its Proposal, the Agency will have no obligation to withhold any information from disclosure and may release the information sought without liability to the Agency.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, Proposal material relating to this RFP, the Agency may provide the Agreement, redacted version of the Proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the Agency determines that information in the confidentiality index is not exempt from disclosure, the Agency will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CM/GC Contractor agrees to indemnify, defend, and hold harmless the Agency, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the Proposal or in this Agreement. If CM/GC Contractor fails to accept a tender of a defense, the Agency reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

34. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

35. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

36. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

37. NO THIRD-PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

38. APPLICABLE LAW

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CM/GC Contractor must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the Agency.

39. RIGHTS AND REMEDIES OF THE AGENCY

The rights and remedies of the Agency provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

40. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

41. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CM/GC Contractor and the Agency. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

PENINSULA CORRIDOR JOINT POWERS BOARD	**CM/GC CONTRACTOR:(See footnote below)**
Signature: _____	Signature: _____
Print: Michelle Bouchard	Print: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____
ATTEST:	
By: _____	Signature: _____
Dora Seamans Agency Secretary	Print: _____
APPROVED AS TO FORM:	Title: _____

Date: _____

By: _____
Julie Sherman
Attorney for the Agency

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* Note: If CM/GC Contractor is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

(1) the President, Vice President, or Chair of the Board; and

(2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If the CM/GC Contractor is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the Agency indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

APPENDIX C: INSURANCE REQUIREMENTS

The insurance requirements specified in this Section shall cover Construction Manager / General Contractor (CM/GC) Contractor's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CM/GC Contractor authorizes to work under this Agreement. CM/GC Contractor is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CM/GC Contractor is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that any Agent does not procure and maintain such insurance coverage, CM/GC Contractor shall assume any and all costs and expenses that may be incurred in fulfilling CM/GC Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CM/GC Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CM/GC Contractor's insurance be primary without any right of contribution from the JPB. Prior to beginning the Work/Services under this Agreement, CM/GC Contractor shall provide the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. Workers' Compensation and Employer's Liability Insurance.

a. Workers' Compensation with Statutory Limits and/or Federal Employer's Liability ("FELA") coverage (whichever is applicable) to its employees, as required by the Federal Employer's Liability Act of 1908, applying to Interstate railroad employees, or, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.

b. If FELA applies, it shall be in accordance with federal statutes and have minimum limits per occurrence as shown below.

c. If the California Labor Code requiring Workers' Compensation applies, the CM/GC Contractor shall also maintain Employer's Liability coverage with minimum limits as shown below.

d. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

Insurance Requirements	Pre-Construction Phase	Construction Phase
Workers' Compensation Limits	Statutory Limits	Statutory Limits
Employer's Liability Insurance Limits	Minimum two million dollars ($2,000,000) (per occurrence)	Minimum ten million dollars ($10,000,000) (per occurrence)

2. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage as shown below. Such insurance shall cover all of CM/GC Contractor's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

a. This insurance shall include coverage for, but not be limited to:
   - Premises and operations.
   - Products and completed operations.
   - Personal injury.
   - Advertising injury.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
   - Additional Insured.
   - Separation of Insureds Clause.
   - Primary and Non-Contributory wording.
   - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

Insurance Requirements	Pre-Construction Phase	Construction Phase
Commercial General Liability Insurance Limits	Minimum two million dollars ($2,000,000) (per occurrence or claim) Minimum two million dollars ($2,000,000) (General aggregate)	Minimum ten million dollars ($10,000,000) (per occurrence or claim) Minimum ten million dollars ($10,000,000) (General aggregate)

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit as shown below.

a. This insurance shall include coverage for, but not be limited to:

- All owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Insurance Requirements	Pre-Construction Phase	Construction Phase
Business Automobile Liability Insurance Limits	Minimum two million dollars ($2,000,000) (per accident or loss)	Minimum ten million dollars ($10,000,000) (per accident or loss)

4. Property Insurance.

Property insurance with Special Exhibit coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

a. This insurance shall include coverage for, but not be limited to:

- CM/GC Contractor’s own business personal property and equipment to be used in performance of this Agreement.
- Materials or property to be purchased and/or installed on behalf of the JPB, if any.
- Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

5. Railroad Protective Liability Insurance.

Prior to commencing demolition, construction or remodeling within 50 feet of railroad tracks, CM/GC Contractor shall contact the JPB. The JPB shall obtain Railroad Protective Liability insurance with limits of liability as shown below. The named insureds shall be the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company.

Coverage shall be on the RIMA policy form and include, but not be limited to:

- Claims arising out of injury to or death of any person.
- Physical loss or damage to or destruction of property including JPB's rolling stock and any resulting loss of use thereof.
- Coverage for supervisory acts of railroad employees.
- FELA coverage for railroad employees.
- All other railroads that are operating on the right-of-way.
- Pollution extension for fuels and lubricants brought onto the job location.

On the CM/GC Contractor's commercial general liability insurance policy, the contractual liability exclusion for liability assumed shall be deleted.

Insurance Requirements	Pre-Construction Phase	Construction Phase
Railroad Protective Liability Insurance. Limits	Not Required	Minimum ten million dollars ($10,000,000) (per occurrence or claim) Minimum ten million dollars ($10,000,000) (General aggregate)

6. Contractors' Pollution Liability Insurance and/or Environmental Liability insurance.

Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage as shown below. The policy shall also cover economic loss to the JPB. If CM/GC Contractor disposes of Hazardous Materials under this Agreement, CM/GC Contractor shall designate the disposal site and provide a certificate of insurance from the disposal facility to the JPB.

The CM/GC Contractor's Business Automobile Liability Coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the General Liability and Automobile policies or by a separate policy.

a. This insurance shall include coverage for, but not be limited to:

- Sudden and accidental discharges.
- Gradual discharges.
- Clean-up of pollutants and disposal thereof.
- Mold, asbestos or lead, if an abatement contract.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Insurance Requirements	Pre-Construction Phase	Construction Phase
Contractors' Pollution Liability Insurance and/or Environmental Liability insurance Limits	Not Required	Minimum ten million dollars ($10,000,000) (per occurrence or claim) Minimum ten million dollars ($10,000,000) (General aggregate)

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor

Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the JPB.

4. Separation of Insureds.

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company as Additional Insureds shall not in any way affect the JPB's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CM/GC Contractor. The purpose of this coverage is to protect CM/GC Contractor and the JPB in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

1. All Coverages except Railroad Protective.

Prior to commencing work or entering onto the Property, CM/GC Contractor shall provide to Insurance Tracking Services, Inc. (ITS), the JPB's authorized insurance consultant, a Certificate of Insurance with respect to each required policy to be provided by the CM/GC Contractor under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **he JPB Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:

Peninsula Corridor Joint Powers Board
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

Fax: (562) 435-2999

In addition, the CM/GC Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

2. Railroad Protective.

Prior to CM/GC Contractor commencing work or entering onto the Property, the JPB will obtain the Railroad Protective Liability insurance. However, CM/GC Contractor's Certificate of Insurance should state that the contractual liability exclusion for liability assumed has been deleted on the CM/GC Contractor's commercial general liability insurance policy.

D. GENERAL PROVISIONS

1. Notice of Cancellation.

Each insurance policy supplied by the CM/GC Contractor shall provide at least 30 days' written notice to CM/GC Contractor of cancellation or non-renewal. CM/GC Contractor must then provide at least thirty (30) days' prior written notice to the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:

Peninsula Corridor Joint Powers Board
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

OR

Email Address: smt.certificates@instracking.com

Fax: (562) 435-2999

2. Acceptable Insurers.

All policies will be issued by insurers acceptable to the JPB (generally with a Best's Rating of A- 10 or better).

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the JPB and CM/GC Contractor's agreement to waive subrogation against the JPB respecting any and all claims that may arise, CM/GC Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CM/GC Contractor's personnel and equipment have been removed from the JPB property, and the work has been formally accepted.

The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the CM/GC Contractor's start of work (including subsequent policies purchased as renewals or replacements).

b. CM/GC Contractor shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.

c. If insurance is terminated for any reason, CM/GC Contractor agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.

d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

5. Deductibles and Retentions.

CM/GC Contractor shall be responsible for payment of any deductible or retention on CM/GC Contractor's policies without right of contribution from the JPB. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CM/GC Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that the JPB seeks coverage under such policy as an additional insured, CM/GC Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CM/GC Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CM/GC Contractor or subcontractor is not a named defendant in the lawsuit.

END OF INSURANCE REQUIREMENTS

APPENDIX D: SBE REQUIREMENTS

It is the policy of the Agency to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which SBEs and DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and services activities. To this end, the Agency has developed procedures to remove barriers to participation in the proposing and award process and to assist small and disadvantaged businesses to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the Proposer will cooperate with the Agency in meeting these SBE commitments and objectives.

The Agency implements its DBE program in accordance with DOT regulations, and a contract-specific DBE participation goal has been established for the Optional Services. Please see Appendix H: Construction Phase DBE Requirements for more information. The CM/GC Contractor must cooperate with the Agency in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE participation do not exist.

1. SBE POINT PREFERENCE

The Agency has established a Base Contract specific SBE preference of five (5) points. The point preference will be granted to Proposers that are either (1) an SBE self-performing at least thirty percent (30%) of the Base Contract; or (2) committed to subcontracting with one or more certified SBEs. The actual preference is calculated with the Proposer that has the highest SBE utilization rate receiving the full five (5) points and other Proposers receiving points relative to the highest proposed SBE utilization.

SBE preference scoring will be evaluated based on the proposed utilization of SBEs for the Base Contract, Pre-Construction Phase. The future award of Optional Construction Phase will be based on the CM/GC Contractor's proposed DBE utilization per Appendix H: Construction Phase DBE Requirements.

Points received through the SBE preference will be added to each Proposer's total evaluation score. Preference points will be aggregated with Proposal evaluation scoring to determine the highest ranked Proposer. Each Proposer shall provide the Form 12: SBE Preference with their Proposal to receive the point preference. If a Proposal fails to submit this form, no SBE preference points will be added to the evaluation of the Proposal.

2. SBE EVALUATION

The Office of Civil Rights (OCR) shall review all the information submitted by Proposers in accordance with the solicitation documents to determine a recommendation regarding compliance with the SBE point preference requirements for award of a contract to the Proposer. The Proposers shall cooperate with OCR if a request for additional information is made during this evaluation process.

3. ASSURANCE

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with the Agency, the CM/GC Contractor hereby makes the following assurance and agrees to include this assurance in any contracts it makes with Subcontractors in the performance of this Agreement:

> "The CM/GC Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CM/GC Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Failure by the CM/GC Contractor or sub-contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Agency deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the CM/GC Contractor from future proposing as non-responsible."

By entering into the Agreement, the CM/GC Contractor is deemed to have made the foregoing assurance and to be bound by its terms.

4. AVAILABLE SBE RESOURCES

The Agency recognizes SBE certifications performed by the following:

A. DBE pursuant to U.S. DOT regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program. A statewide directory of DBEs is available at https://caltrans.dbesystem.com.

B. Small Business Administration (SBA) 8(a) provided that a firm's average annual gross receipts do not exceed the cap of $30.72 million.

C. Small Business (SB) certification performed by the California Department of General Services (DGS).

D. All Microbusiness (MB) certifications by the DGS.

E. SBE certification by the Santa Clara Valley Transportation Authority.

F. SBE certification by the Los Angeles County Metropolitan Transportation Authority.

G. Other SBE certifications will be accepted for this contract only if confirmed through the Q&A process in PlanetBids Procurement Portal.

5. SBE ELIGIBILITY

To participate as an eligible small business, a firm must meet both of the following requirements:

A. A firm (including affiliates) must be an existing small business as defined by SBA regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.

B. Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three (3) years cannot exceed a maximum cap of $30.72 million.

Note: SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of $30.72 million. A general construction contractor meeting the SBA size standard but exceeding the cap of $30.72 million, for example, is ineligible to participate as a small business on Agency contracts. Please verify a firm's industry size standard by visiting SBA at:
http://www.sba.gov/content/determining-size-standards.

6. COUNTING SBE PARTICIPATION

SBE participation shall be counted and enforced in accordance with Title 49 CFR Part 26 and the Agency's DBE Program. SBE participation includes that portion of the Agreement actually performed by a certified SBE with its own forces. SBEs may participate as the CM/GC Contractor, Subcontractor, joint venture partner, vendor, or supplier of materials or services required by the Agreement. An SBE's participation can only be counted if it performs a commercially useful function on the Agreement. An SBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least thirty percent (30%) of the work with its own forces or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. An SBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

The CM/GC Contractor shall determine the amount of SBE participation for each SBE performing work on the Agreement in terms of the percentage of the total Agreement amount. The CM/GC Contractor shall also determine the total amount of SBE participation for the entire Agreement. The CM/GC Contractor shall count SBE participation according to the following guidelines:

A. SBE Contractor

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Contractor.

B. SBE Subcontractor

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the CM/GC Contractor, and reasonable fees and commissions charged for the services.

Do not count any work subcontracted by an SBE to another firm as SBE participation by said SBE. If the work has been subcontracted to another SBE, it will be counted as SBE participation for that other SBE.

C. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or, if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

D. SBE Manufacturer

Count one hundred percent (100%) of the costs of materials and supplies obtained from an SBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the SBE is a contractor or Subcontractor.

E. SBE Regular Dealer

Count sixty percent (60%) of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates, or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement, and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether an SBE is the CM/GC Contractor or Subcontractor.

F. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

G. SBE Trucking Company

Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the Agreement. Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it leases from another SBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it

uses at least one (1) truck that it owns, insures and operates with its own employees on the Agreement.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-SBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

7. CONTRACT COMPLIANCE

A. Substitution of Subcontractors

The CM/GC Contractor shall not terminate an SBE Subcontractor at any tier without prior written consent from the Agency. The CM/GC Contractor shall notify OCR in writing of its intention to substitute an SBE Subcontractor before any substitution of an SBE Subcontractor takes place. The CM/GC Contractor must provide appropriate documentation to substantiate the request for substitution as defined by applicable federal and/or state law.

The CM/GC Contractor shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the CM/GC Contractor obtains prior written consent. Unless prior consent is given, the CM/GC Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed SBE.

B. Change to a Firm's SBE Status

If an SBE Subcontractor is either decertified as an SBE or a Subcontractor is certified as an SBE during the life of the Contract, such Subcontractor shall notify the CM/GC Contractor in writing with the date of decertification or certification. The CM/GC Contractor shall notify the Agency of such an event and shall furnish the written documentation to the Agency.

C. Prompt Payment to Subcontractors

The CM/GC Contractor shall pay any Subcontractors approved by the Agency for work that has been satisfactorily performed no later than seven (7) Calendar Days from the date of CM/GC Contractor's receipt of progress payments by the Agency.

The Agency shall withhold retainage from the CM/GC Contractor, make prompt and regular incremental inspections and approvals of portions of the work and, promptly release retainage to the CM/GC Contractor based on these inspections and approvals. The Agency's incremental approvals and release of a portion of the retainage under this section does not constitute Acceptance of the work.

Within seven (7) Calendar Days after the Agency has made a retainage payment to the CM/GC Contractor, the CM/GC Contractor shall release to any Subcontractor,

who has satisfactorily completed work covered by the Agency's inspection and approval, the retainage owed to the Subcontractor for such work. For purposes of this section, a Subcontractor's work is satisfactorily completed when the CM/GC Contractor certifies to the Agency that all the tasks called for in the Subcontract related to the Work covered by the Agency's incremental inspection and approval have been satisfactorily completed.

Any delay or postponement of payment by the CM/GC Contractor to a Subcontractor may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the CM/GC Contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CM/GC Contractor or Subcontractors in the event of a dispute involving late payment or nonpayment by the CM/GC Contractor; deficient Subcontractor performance; and/or noncompliance by a Subcontractor. This clause applies to all Subcontractors. In the event CM/GC Contractor does not make progress payments or release retentions to the Subcontractor in accordance with the time periods specified herein, the CM/GC Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

The CM/GC Contractor shall cooperate with the Project Manager or the Resident Engineer and OCR to identify, report and effectuate the prompt and regular approvals of the work.

D. Monthly Electronic Reporting Requirements

The CM/GC Contractor shall maintain records of all Subcontractor participation in the performance of the contract. This includes subcontracts entered into with both certified SBEs and non-SBEs and all materials purchased from both certified SBEs and non-SBEs.

The CM/GC Contractor is required to report payments to all Subcontractors, sub-consultants, suppliers, manufacturers, and truckers (Subcontractors) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record Agency payments made to the CM/GC Contractor and prompt payments made by the CM/GC Contractor to its Subcontractors. The CM/GC Contractor and every Subcontractor will receive payment notifications via email. The CM/GC Contractor must report a payment made to a Subcontractor within five (5) Calendar Days of an email notification. The Subcontractor must confirm receipt of payment from the CM/GC Contractor within five (5) Calendar Days of an email notification.

It is the CM/GC Contractor's responsibility to ensure that Subcontractors confirm payments in the System in accordance with the requirements set forth above.

E. If the CM/GC Contractor fails to comply with the monthly electronic reporting requirements within the time period required in this section and has not received

written approval for an extension, the CM/GC Contractor agrees to pay a sum of fifty dollars ($50) each Day the monthly report is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the Agency will sustain and which are impractical to determine in advance. The Agency may deduct the amount of liquidated damages from monies due to the CM/GC Contractor. SBE Outreach Efforts for Work Directive Proposals

8. ADMINISTRATIVE REMEDIES

In the event the CM/GC Contractor fails to comply with the SBE requirements of this Agreement in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Agreement retentions, imposition of liquidated damages, and termination of the Agreement in whole or in part.

END OF SBE REQUIREMENTS

APPENDIX E: CONSTRUCTION PHASE AMENDMENT

PART 1 - MODIFICATION TO THE AGREEMENT

The PARTIES agree as follows:

1. SCOPE OF WORK

The CM/GC Contractor shall perform all work necessary to complete the Contract for the Middle Avenue Pedestrian and Bicycle Rail Undercrossing Project in a satisfactory manner. The CM/GC Contractor shall furnish and install all materials, equipment, tools, labor, and incidentals necessary to complete the work. In accordance with the component parts of this Agreement, this public works project, the Middle Avenue Pedestrian and Bicycle Rail Undercrossing, includes the following:

a) Construct the railway, civil, and structural infrastructure under the two Caltrain tracks, compatible to the on-going electrified Caltrain Overhead Contact System (OCS) project.

b) Maintain the mainline track alignment adjacent to the OCS, accommodating a potential future four (4) track system at the Project site.

c) Construct a pedestrian and bicycle underpass structure to support the railway infrastructure system compatible with the upcoming electrified Caltrain OCS.

d) Provide ADA compliant pedestrian and bicycle access ramps adjacent to the Stanford Middle Plaza at 500 El Camino Real and Alma Street at the new undercrossing of the Caltrain tracks.

e) Relocate existing site utilities.

f) Build retaining walls.

g) Repair or reconstruction plaza and parking areas on each side of the tracks affected by the undercrossing construction.

h) Install landscaping to enhance the pedestrian and bicycle experience.

The list above is a major item list, all items not listed shall be inclusive with the current design plans being prepared by the Agency.

The Work is more fully described in the Technical Specifications and Plans contained in the Contract Documents.

2. TIME OF COMPLETION

After Contract execution, the CM/GC Contractor shall begin work as of the effective date of the Limited Notice to Proceed and shall diligently prosecute all of the work under this Contract in all parts and requirements as defined in the Contract Documents.

3. CONTRACT PRICE

The CM/GC Contractor shall faithfully perform all of the work hereunder for the not-to-exceed Total Contract Price of _____ dollars ($_____), plus a ten percent (10%) contingency amount or up to two hundred fifty thousand dollars

($250,000), which may be used at the AGENCY's discretion if necessary for unforeseen work only, in accordance with the Contract Documents. The AGENCY will pay the CM/GC Contractor at the time and in the manner provided in the Contract Documents.

The total amount will include:

1. Profit, project overhead, taxes, cost of bonds and insurance, and all soft labor costs.
2. All home, branch, or regional office related costs, including general and administrative expense, overhead, indirect and non-direct salaries.
3. Salary of any partner of the CM/GC Contractor, if a partnership or joint venture; any officer of the CM/GC Contractor, if a corporation; the individual if the CM/GC Contractor is a sole proprietor; any person employed, during the execution of the Work, in the main office or in any regularly established branch office.
4. Cost of non-Project assigned employees who expedite production or transportation of materials or equipment, whether engaged at home office, shops, or on the road.
5. Subsistence and travel costs for any and all Project-assigned personnel of the CM/GC Contractor, Subcontractors, consultants, and subconsultants.
6. All licenses, certifications, and registrations required by law.
7. Employee performance bonuses and incentives.

The Construction Phase Firm Fixed Fee Lump Sum Price shall not change regardless of the amount of the agreed upon TCPs for each authorized optional Task, except as set forth in this paragraph. The amount of the Construction Phase Firm Fixed Fee Lump Sum Price will only change if the amount of the overall, agreed upon TCP is greater than one hundred ten percent (110%) of the estimated Project budget as per Section 4.2 Explanation of the Total Contract Price, in this RFP. In that event, the CM/GC Contractor will be entitled to an additional fee, which shall be calculated by dividing the amount of the Construction Phase Firm Fixed Fee Lump Sum Price set forth on Form 13: Cost Proposal by one hundred ten percent (110%) of the Project budget noted in this RFP (to obtain the Construction Phase Firm Fixed Fee Lump Sum Price as a percentage), and then multiplying that percentage by the amount that the overall TCP exceeds one hundred ten percent (110%) of the Project budget.

4. COMPONENT PARTS

This Amendment hereby incorporates all components of the following, collectively referred to as "Contract Documents":

a) Contract Change Orders

b) This Amendment

c) Construction Phase Amendment Forms, as accepted by the AGENCY, Proposal security, performance bond, and payment bond

d) Technical Specifications (Divisions 02 through 34 as applicable) and Contract Drawings

e) The Procurement and Contracting Requirements (Division 00)

f) Supplemental General Conditions

g) The General Requirements (Division 01)

h) Appendix G, Labor Code Requirements

i) Appendix H, Construction Phase DBE Requirements

j) Appendix I, Federal Prevailing Wages

k) Appendix J, _____

l) Appendix K, _____

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CM/GC Contractor's Proposal, and in the case of the AGENCY, at 1250 San Carlos Avenue, San Carlos, CA 94070, or at any other address which either PARTY may subsequently designate in writing to the other PARTY.

Insurance Certificates, an original, shall be sent to:

Peninsula Corridor Joint Powers Board
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801

smt.certificates@instracking.com

Preliminary Notices and Stop Payment Notices shall be sent to:

Peninsula Corridor Joint Powers Board
Attn: _____
1250 San Carlos Avenue
San Carlos, CA 94070

6. GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each PARTY hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action:

AGENCY:

JPB Secretary
1250 San Carlos Avenue
San Carlos, CA 94070
(650) 508-6270

CM/GC Contractor:

_____

_____

_____

_____

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his/her principal until such time as his/her successor shall have been appointed by his/her principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

7. WAIVER

Any waiver of any breach or covenant of this Contract must be in writing, executed by a duly authorized representative of the PARTY waiving the breach. A waiver by any of the PARTIES of a breach or covenant of this Contract will not be construed to be a waiver of any succeeding breach or any other covenant, unless specifically and explicitly stated in such waiver.

8. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Contract are binding upon and inure to the benefit of the PARTIES and their respective successors, assigns, and legal representatives.

9. ENTIRE AGREEMENT/MODIFICATION

This Contract, including all Appendices, constitute the complete Contract between the PARTIES and supersedes any prior written or oral communications. This Contract may be modified of amended only by written instrument signed by both the CM/GC Contractor and the AGENCY.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

PENINSULA CORRIDOR JOINT POWERS BOARD:	**CM/GC Contractor***:
Print name: Michelle Bouchard	Print name: _____
Title: Executive Director	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

ATTEST:

Print name: Dora Seamans

Title: Agency Secretary

Signature: _____

Date: _____

APPROVED AS TO FORM:

By: TBD

Attorney for the Agency

Signature: _____

Date: _____

*If the CM/GC Contractor is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Proposer is a corporation, two (2) signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the Agency is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the CM/GC Contractor is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The officer or member must provide evidence satisfactory to the Agency indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

PART 2 – FORMS

FORM 14: CONTRACTOR'S LIST OF SUBCONTRACTORS

PART I

The CM/GC Contractor shall list all Subcontractors (both DBE and non-DBE) **who will perform Work** on this Agreement in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere. Photocopy this form for additional firms.

Contractor Name: _____

Firm Name/ City, State/ DIR Registration #	Annual Gross Receipts	Description of Portion of Work to be Performed	Dollar Amount of Sub-proposal, Bid or Quote	Agency Use Only (Certified DBE?)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)

Firm Name/ City, State/ DIR Registration #	Annual Gross Receipts	Description of Portion of Work to be Performed	Dollar Amount of Sub-proposal, Bid or Quote	Agency Use Only (Certified DBE?)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
DIR#	☐ > $15 million			Age of Firm (Yrs.)

FORM 14: CONTRACTOR'S LIST OF SUBCONTRACTORS (CONT'D)

PART II

The CM/GC Contractor shall list all Subcontractors, Suppliers, and Regular Dealers who provided a quote or proposal but **were not selected** to participate as a Subcontractor on this Project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Contractor Name: _____

Firm Name/ City, State	Annual Gross Receipts	Description of Portion of Work to be Performed	Dollar Amount of Sub-proposal, Bid or Quote	Agency Use Only (Certified DBE?)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)

Firm Name/ City, State	Annual Gross Receipts	Description of Portion of Work to be Performed	Dollar Amount of Sub-proposal, Bid or Quote	Agency Use Only (Certified DBE?)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)
Name	☐ < $1 million			☐ YES ☐ NO
	☐ < $5 million			
City, State	☐ < $10 million			If YES list DBE #:
	☐ < $15 million			
	☐ > $15 million			Age of Firm (Yrs.)

END OF CONTRACTOR'S LIST OF SUBCONTRACTORS

FORM 15-G: DBE COMMITMENT FOR CONSTRUCTION PHASE

1. Local Agency: Peninsula Corridor Joint Powers Board 2. Contract DBE Goal: twenty percent (20%)

3. Project Description: CM/GC Services for the Middle Avenue Pedestrian and Bicycle Rail Undercrossing Project

5. CM/GC Contractor Name: _____ 6. Prime Certified DBE: ☐

7. Total Contract Price: _____

8.Total Dollar Amount for **ALL** Subcontractors: _____

9. Total Number of **ALL** Subcontractors: _____

10. Proposal Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Company Contact Info.	14. DBE Dollar Amount
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of Work listed above must be consistent, where applicable with the names and items of the Work in the "Subcontractor List" included with the TCP submittal. Written confirmation of each listed DBE is required.			**15. TOTAL CLAIMED DBE PARTICIPATION**	$ %
16. Preparer's Signature		17. Date	18. Preparer's Name	19. Preparer's Title

INSTRUCTIONS – DBE COMMITMENT FOR CONSTRUCTION PHASE

CM/GC CONTRACTOR SECTION

5. **CM/GC Contractor's Name** - Enter the CM/GC Contractor's firm name.
6. **Prime Certified DBE** - Check box if THE CM/GC Contractor is a certified DBE.
7. **Total Contract Price (TCP)** - Enter the agreed upon TCP.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all non-DBEs). Do not include the Contractor information in this count.
9. **Total number of ALL Subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all non-DBEs). Do not include the Contractor information in this count.
10. **Proposal Item Number** - Enter proposal item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of Work, Services, or materials to be provided. Indicate all Work to be performed by DBEs including Work performed by the CM/GC Contractor's own forces, if the CM/GC Contractor is a DBE. If one hundred percent (100%) of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See Caltrans Local Assistance Procedures Manual (LAPM) Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date of TCP submittal.
13. **DBE Company Contact Info.** - Enter the name of all DBE subcontracted contractors.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the Work to be performed or service to be provided. Include the Contractor if the Contractor is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - $ entry box: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. % entry box: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Total Contract Price"). If the total percent (%) claimed is less than item "Contract DBE Goal," an adequately documented good faith effort is required (see Form 15-H DBE Information - Good Faith Efforts).
16. **Preparer's Signature** - The person completing the DBE Commitment Form on behalf of the CM/GC Contractor's firm must sign their name.
17. **Date** - Enter the date the DBE Commitment Form is signed by the CM/GC Contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the CM/GC Contractor's DBE Commitment Form.
19. **Preparer's Title** - Enter the position/title of the person signing the CM/GC Contractor's DBE Commitment Form.

FORM 15-H: DBE INFORMATION — GOOD FAITH EFFORTS

Project No. 24-J-C-107

CM/GC Contractor _____

The anticipated DBE goal for this Project is twenty percent (20%). The information provided herein shows that a good faith effort was made to meet the goal.

The CM/GC Contractor shall submit the following information to document adequate good faith efforts. The CM/GC Contractor shall submit the following information even if the Form 15-G indicates that the CM/GC Contractor has met the DBE goal. This will protect the CM/GC Contractor's eligibility for award of the Construction Phase Amendment if the Agency determines that the Contractor failed to meet the goal for various reasons, such as a DBE firm was not certified at TCP submittal, or the CM/GC Contractor made a mathematical error in its TCP submittal.

Submittal of only Form 15-G may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

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

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting proposals or quotes for this Project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, and other forms of documentation):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of Work which the CM/GC Contractor made available to DBE firms including, where appropriate, any breaking down of the Agreement work items (including those items normally performed by the CM/GC Contractor with its own forces) into economically feasible units to facilitate DBE participation. It is the CM/GC Contractor's responsibility to demonstrate that sufficient Work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

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

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

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

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE Subcontractor purchases or leases from the CM/GC Contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results

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

_____

_____

_____

_____

NOTE: USE ADDITIONAL PAGES IF NECESSARY.

END OF CONTRACTOR GOOD FAITH EFFORTS

PART 3 - CONTRACT BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE **PENINSULA CORRIDOR JOINT POWERS BOARD** (hereinafter referred to as "Agency") has entered into a Contract with _____(hereinafter referred to as "Principal") for Contract No. **24-J-C-107 CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES FOR THE MIDDLE AVENUE PEDESTRIAN AND BICYCLE RAIL CROSSING PROJECT** (the "Contract")**;** and

WHEREAS said Principal is required under the terms of said Contract to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the undersigned Principal, and _____ _____, as Surety, are held and firmly bound unto the Agency, in the sum of _____ Dollars ($_____) lawful money of the United States, to be paid to the Agency or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the Agency, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the Agency, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the Agency as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the Agency to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at the Agency's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the Agency, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse the Agency for all costs the Agency incurs in completing the Contract, including consequential damages and costs associated with re-soliciting the contract, if applicable, negotiation and completion of the project, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the Agency's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Agency or its successors or assigns.

In the event suit is brought upon this bond by the Agency, Surety shall pay reasonable attorney's fees and costs incurred by the Agency in such suit.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 202___, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.

_____

(Principal)

By _____

Note:

To be executed by Principal and Surety with acknowledgment and notarial seal attached.

By _____

_____

(Surety)

_____

Address)

_____

By _____

By _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 202__ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 202__ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE PROPOSER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ called the PRINCIPAL, and _____a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto the **PENINSULA CORRIDOR JOINT POWERS BOARD** (Agency), hereinafter called the OBLIGEE, order in the sum of one hundred percent (100%) of the contract price in lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for Contract No. **24-J-C-107 CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES FOR THE MIDDLE AVENUE PEDESTRIAN AND BICYCLE RAIL CROSSING PROJECT** and said PRINCIPAL is required under the terms of said Contract to furnish a bond securing payment of claims to which reference is made in Section 9554 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the SURETY, will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 8152 of the Civil Code.

SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the other portions of the Contract Documents.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this _____day of _____, 202___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives**,** pursuant to authority of its governing body.

IT IS SO AGREED:

PRINCIPAL	SURETY
By: _____	By: _____
_____[Name]	_____[Name]
_____[Title]	_____[Title]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 202__ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 202__ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE PROPOSER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PART 4 - GENERAL CONDITIONS

GC1 ABBREVIATIONS, DEFINITIONS, REFERENCES AND GENERAL TERMS

GC1.1 General

Whenever the following abbreviations and terms, or pronouns in place of them, appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this article. Working titles having a masculine gender, such as "workman" and "flagman" and the pronoun "he," are used for the sake of brevity, and are intended to refer to persons of either sex.

GC1.2 Abbreviations

Cal-OSHA California Occupational Safety and Health Administration

Caltrans California Department of Transportation

CCO Contract Change Order

CFR Code of Federal Regulations

CSI Construction Specifications Institute

DBE Disadvantaged Business Enterprise

EPA United States Environmental Protection Agency

FI Field Instruction

FTA Federal Transit Administration

LNTP Limited Notice to Proceed

OCS Overhead Contact System

NTP Notice to Proceed

OSHA U. S. Department of Labor, Occupational Safety and Health Administration

or Occupational Safety and Health Act

ORR Operating Railroad of Record

PCJPB or **JPB** Peninsula Corridor Joint Powers Board

RFC Request for Change

RFI Request for Information

SBE Small Business Enterprise

GC1.3 Definitions and Terms:

Abandon: Render unserviceable, in place, by doing some kind of work.

Activity: A task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.

Addenda: Revisions to any of the Contract Documents issued by the Owner before the bid opening.

Adjust: Raise or lower a facility to match a new grade line. Generally associated with raising frames and grates or frames and covers of facilities on resurfacing projects. Includes raising or lowering of frames and covers or frames and grates of concrete or manholes or circular precast concrete pipe structures by adding or subtracting raising devices only.

Agreement: The written document signed by the CM/GC Contractor and the Owner which governs the performance of the Work and the furnishing of labor, materials, tools and equipment in the construction of the Work, and incorporates the Contract Documents.

As Accepted: The words “as accepted”, unless otherwise qualified, shall be understood to be followed by the words “by the Engineer as required by the Contract Documents”.

As Approved: The words “as approved”, unless otherwise qualified, shall be understood to be followed by the words “by the Engineer for conformance with the Contract Documents”.

As Built Drawings: Contract Plans modified to reflect changes effected during the Construction Phase.

As Directed: Written instructions from the Engineer to the CM/GC Contractor with respect to the Work.

Assessment: A cost imposed against the CM/GC Contractor for non-compliance with specific contractual requirements.

As Shown and As Indicated: The words “as shown” and “as indicated” shall be understood to be followed by the words “by the Contract Documents”.

Baseline Schedule: This shall have the meaning set forth in Section 01310, Schedules.

Beneficial Occupancy: The taking possession of the Work, or a portion of the Work by the Owner for its use and/or occupancy on other than a temporary or emergency basis, which does not constitute acceptance of any work not in conformance with the Contract Documents and does not relieve the CM/GC Contractor of liability for any express or implied warranties or responsibilities for defective work.

Proposal: An offer submitted to perform the Work in response to and in accordance with the terms of the Contract Documents issued by the Owner, and submissions provided therewith to the Owner.

Proposer: Any individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a bid or proposal for the work contemplated, acting directly or through a duly authorized representative.

Proposal Forms: The forms upon which the Owner requires that each Proposer submit its Proposal with regard to the Contract.

Proposal Guaranty: A form of Proposer's security provided in accordance with Instructions to Proposers.

Proposal Price form: The form upon which the Proposer shall submit the Grand Total bid price for all work set forth in the Contract Documents.

Board, Board of Directors or Directors: The Board of Directors of the Peninsula Corridor Joint Powers Board, the Owner.

Bus Bridge: A temporary bus service provided by the Owner, for its rail customers, during a service disruption.

Change Notice: A written notice issued to the CM/GC Contractor by the Engineer requesting a cost and time proposal for a specified change in the Work or in the terms or conditions of the Contract.

Common Carrier: One who holds itself out to the general public to transport property and passengers, intrastate, interstate or in foreign commerce, for compensation.

Consists of, Consisting of: Introduces a complete listing of things or actions which constitute the whole.

Construction Schedule (or Project Schedule): The design or construction schedule specifically developed by the CM/GC Contractor for planning, management, control and execution of the required Work.

Contract Change Order: A written order to the CM/GC Contractor changing the terms or conditions of the Contract or adding, deleting or modifying the Work.

Contract: Same meaning as Agreement.

Contract Documents: Those documents that form the basis of the Agreement, including, the Agreement, General Requirements (Division 01), Procurement and Contracting Requirements (Division 00), Standard Specifications, Supplemental Standard Specifications, Contract Drawings, the accepted Proposal when attached as an exhibit to the Contract, permits from other agencies, and all Contract Change Orders issued after the execution of the Contract.

Contract Drawings (or Contract Plans): The drawings (plans) identified in the Contract, showing the character, dimensions, and details of the Work, including any Standard Drawings that are invoked, referenced, incorporated, or incorporated with modification.

Contract Price: The total compensation to be paid to the CM/GC Contractor in accordance with the terms of the Contract.

Contract Time: The number of calendar days allowed for completion of the Work, including all authorized time extensions.

Contracting Requirements: Establish the rights and responsibilities of the parties and include these General Conditions and the Contracting Requirements Sections as listed in the Table of Contents.

CM/GC Contractor: The individual, firm, partnership, corporation, joint venture or other legal entity that has contracted with the Owner to perform the Work. The term "prime contractor" shall mean CM/GC Contractor.

Critical Path: This shall have the meaning set forth in Section 01310, Schedules.

Days: Unless otherwise stated, "days" shall mean calendar days, or a portion of a calendar day.

Emergency: Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, epidemic, civil disorder or other natural or man-made disaster) that has the potential to adversely affect the safety of life, the Work, or adjacent property; to interrupt contracts essential to the provision of daily transit service; or to cause catastrophic failure of revenue-producing equipment or facilities.

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

Executive Director: Executive Director of the Owner, the Peninsula Corridor Joint Powers Board.

Field Instruction: A written directive issued by the Engineer, ordering the CM/GC Contractor to perform a minor addition, deletion, modification, or revision to the Work.

Final Acceptance: The satisfactory completion, as determined by the Engineer, of all physical work, and represents the termination of site access for the CM/GC Contractor.

Final Payment: The final payment made by the Owner to the CM/GC Contractor, accompanied by Owner's written notice indicating all contractual work requirements, terms and conditions have been satisfactorily completed.

Flagman: A worker authorized to give signals and issue instructions to trains or to Owner employees and contractors working on or about the tracks.

Furnish: To supply and deliver to the work site, ready for installation.

General Requirements: Include all Sections in Division 01, General Requirements, and govern the execution of the Work of all sections of the Specifications.

General Operating Rules: The operating rules of the Operating Railroad of Record.

Includes, Including: Introduces a partial, representative listing of things or actions.

Installation, Install: To place in position for service or use, including completely assembling, erecting, or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

Legal Holidays: Those days designated as state holidays by the Government Code or declared by the Board, or otherwise specified in the Contract Documents.

Limit of Work: Boundary within which the onsite elements of the Work will be performed, including work in local streets and on private property, except utility, drainage, or signal system work which may extend beyond defined limit of work.

Limited Notice to Proceed: A written notice given by the Owner to the CM/GC Contractor fixing the date on which the CM/GC Contractor will be able to undertake mobilization and other preparatory work compensable under the Contract, but not including field construction work on Owner's or other designated property.

Main line: A term referring to the primary or most heavily used tracks of a railroad. A track extending through yards and between stations, upon which timetable or train order or both operate trains, or the use of which is governed by block signals.

Milepost: Designated location(s) along the main and branch lines normally sequentially one mile apart and indicated by nearby numbered sign corresponding to the "mile" location.

Milestone: A contractually required event prior to Substantial Completion of the entire Work.

Modification, Modify: A change to a facility or item which does not affect the basic framework or structure with only an addition or subtraction to an appurtenant part.

Notice of Completion: A notice which is filed with the County in which the Work is performed, once the project has achieved Final Acceptance.

Notice to Proceed: A written notice given by the Owner to the CM/GC Contractor fixing the date on which the CM/GC Contractor will be able to undertake field construction work on Owner's or other designated property.

Notice of Termination: Written notice from the Owner to the CM/GC Contractor and its Surety terminating the Contract, or a portion thereof.

Observe: To watch or view the execution or performance of the Work.

Operating System: All of those elements of the Caltrain Peninsula Commute Service that are required for daily operation of revenue service.

Operating Railroad of Record: The Railroad that has entered into a contract with the Owner to operate the Peninsula Commute Service ("Caltrain").

Or Equal: The term "or equal" shall mean that the product is the same or better than the product named in function, performance, reliability, quality and general configuration as approved by the Owner.

Owner: The Peninsula Corridor Joint Powers Board (PCJPB), consisting of the City and County of San Francisco, Santa Clara Valley Transportation Authority, and San Mateo County Transit District, acting through its authorized representatives.

Peninsula Commute Service ("PCS"): One designation of the Owner's operation of daily commuter rail service.

Plans: See Contract Drawings.

Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the CM/GC Contractor to illustrate a material, product, or system for a portion of the Work.

Professional Engineer: An engineer licensed by the Board of Registration for Professional Engineers, State of California.

Progress Schedule: This shall have the meaning set forth in Section 01310, Schedules.

Project Manual: The bound written portion of the Contract Documents prepared for proposing and constructing the Work. The contents of the Project Manual consist of the Procurement and Contracting Group and Specifications Group.

Provide: Furnish and install, complete and in place, ready for intended use.

Quality Assurance (QA): The process by which the Owner elects to monitor and assure that the CM/GC Contractor is complying with the requirements of the Contract.

Quality Control (QC): A system of procedures, policies and actions of the CM/GC Contractor that causes its work to meet the requirements of the Contract Documents.

Reconstruct: Remove, disassemble, and construct again at an existing or new location.

Reference Materials: Documents, other than the Contract Documents, that are identified as such in the Contract, and are not part of the Contract but are used for reference only.

Relay: Remove and lay in an existing or new location.

Relocate: Remove and install in a new location or position.

Remove: Unless otherwise stated, remove shall mean “remove and dispose of”.

Request for Change: A document initiated by the CM/GC Contractor identifying CM/GC Contractor’s proposed revisions to the Contract Documents.

Request for Information: A document issued by the CM/GC Contractor requesting information concerning the Contract Documents.

Reset: Remove and install or place at same station location. May be moved laterally only. No alteration required.

Resident Engineer: See Engineer

Salvage: Remove, clean, package or bundle, and haul to designated location.

SamTrans: The San Mateo County Transit District.

Specifications: The portion of the Project Manual comprising Division 1, General Requirements; Divisions 2 through 20, Standard Specifications; and

Supplemental Standard Specifications consisting of requirements and technical descriptions of materials, equipment, systems, standards, workmanship for the Work, and performance of related administrative services.

Standard Drawings: Drawings incorporating standard technical details applicable, to a specified extent, to all construction contracts undertaken by the Owner.

Standard Specifications: Standard technical details, requirements, and specifications applicable, to a specified extent, to all construction contracts undertaken by the Owner. The Standard Specifications consist of Divisions 2 through 16 (per CSI Master Format 1995) and Owner-specific Divisions 17 through 20.

State: State of California.

Subcontractor: Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the CM/GC Contractor, engaged by the CM/GC Contractor to furnish services, labor, equipment and materials for a portion of the Work.

Substantial Completion: 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 the work or specified part can be utilized for the purposes for which it is intended and only minor punch list items remain. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Supervise: To oversee and to have control and direction of the Work.

Supplemental General Conditions: The part of the Contract Documents that amends, deletes or modifies these General Conditions. The Supplemental Conditions are set forth in the 00800-series Section.

Supplemental Standard Specifications: Requirements applicable and particular to the Contract that invoke, modify, add to, supersede, or supplement the Standard Specifications.

Supplier: Any individual, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the CM/GC Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery or required testing, and with manufacturing, fabrication, or production facilities located off the Work site.

Temporary Construction Easement: A portion of land belonging to outside entity (ies) on which agreed-upon activity can take place during the construction period.

Time and Materials: A payment method based on actual time and materials usage.

Work: The sum total of productive and operative efforts used to generate the results specified, indicated in or reasonably inferable from the Contract Documents, including the furnishing of all labor, materials, and equipment.

GC1.4 Headings, Index, and Table of Contents

The headings to the individual articles of the General Conditions, as well as the index and Table of Contents, are for convenience of reference only, and shall not affect the construction or interpretation of the General Conditions.

GC1.4.1 References to Articles

References to Articles of these Contract Documents include all sub-articles under the Article referenced.

GC1.5 References and Standards

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations including all amendments and supplements thereto in effect on the first published date of the Notice Inviting Proposals, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or CM/GC Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the other conditions of the Contract Documents. Unless otherwise specified, references to industry standards apply only to materials, workmanship, and procedure, and merely supplement terms and conditions of the Contract Documents to the extent the industry standards are not inconsistent with these terms and conditions. Commercial terms and legal responsibilities are not intended to be included in the reference.

GC1.6 References to Standard Specifications

Where references are made to standard specifications of other agencies, the following definitions shall apply:

(1) All references to the "City", "County", "State", "Agency", or "Department" in the context of ownership shall mean the Owner.

(2) All references to the "Engineer" in the context of provider of compliance judgment shall mean the Owner's Engineer or his designated representative. For those aspects of the construction subject to supervision or oversight by a Registered Professional Engineer, "Engineer" shall mean a Registered Professional Engineer under contract to or employed by the Owner.

(3) All references to the "Agent" shall mean Owner.

(4) All references to the "plan(s)" shall mean the Contract Drawings.

GC1.6.1 Product References

When descriptive catalog designations, including manufacturer's name, product brand name or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect as of the first published date of the Notice Inviting Proposals, except as may be otherwise stated.

GC1.7 Existing Information

Investigations of surface topography or subsurface conditions are made for the purpose of study and design only, and neither the Owner nor those who conducted such investigations assumes any responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the Owner in its use thereof. There is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

Logs of test boring, geotechnical reports, or topographical maps showing a record of the data obtained by the Owner's or its consultant's investigations of surface and subsurface conditions shall not be considered a part of the Contract Documents unless incorporated into the Contract Documents. Such logs, reports and maps represent only the opinion of the Owner or consultant retained by the Owner as to the character of the materials encountered during the investigations.

Except as provided for in GC3.3, Examination of Contract Documents and Site of Work, and GC4.2.3, Differing Site Conditions, the availability or use of existing information is not intended to be and shall not be construed to relieve the CM/GC Contractor from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all terms of the Contract Documents.

GC1.8 Conformed Contract Documents

Owner will furnish up to three (3) copies of conformed Contract Documents (including half size Contract Drawings) and one (1) electronic copy of the Contract Drawings to the CM/GC Contractor. CM/GC Contractor may purchase additional sets of the conformed Contract Documents from Owner at CM/GC Contractor's cost.

GC2 BONDS AND INSURANCE

GC2.1 Contract Bonds

Concurrently with the execution of the Contract in accordance with GC3.1, the CM/GC Contractor shall furnish the following Contract bonds:

(1) Performance Bond, in an amount not less than one hundred percent (100%) of the Contract Price to secure faithful performance of the Contract, including, but not limited to, the warranty obligations following acceptance of the work by Owner.

(2) Payment Bond, in an amount not less than one hundred percent (100%) of the Contract Price, to secure payment of all claims of laborers, mechanics, or materialmen, subcontractors or other persons named in Civil Code Section 9100 for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract.

Contract bonds shall be modeled on forms provided by the Owner and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the Owner.

GC2.1.1 Surety Notice and Consent Not Required

All alterations, extensions of time, extra and additional work and other changes authorized by the Contract Documents may be made without securing the consent of **the surety or sureties on the Contract bonds.**

GC2.1.2 Term of Bonds

The Performance Bond shall continue in full force and effect for the warranty periods specified in GC4.3, Guaranty of Work. The Payment Bond shall continue in full force and effect until after the expiration of the time limit established by California Civil Code Section 9558.

GC2.2 Insurance

Insurance requirements are detailed in Appendix C, Insurance Requirements.

GC3 EXECUTION OF CONTRACT

GC3.1 Execution of Contract

Within ten (10) business days after having received notice that the Contract has been awarded, the CM/GC Contractor shall sign and deliver to the Owner a Contract in the form hereto attached together with the Contract Bonds and insurance certificates as required in the Contract Documents. After receiving the signed Contract with acceptable bonds and insurance certificates from the successful Proposer, the Owner will sign the Contract.

GC3.2 Failure to Execute Contract

Failure of a Proposer to whom the Contract is awarded to promptly and properly submit all required information or failure to execute the Contract or furnish acceptable Contract bonds, or certificates of insurance, shall be just cause for the annulment of the award and the forfeiture of such Proposer's Proposal Guaranty as described in the Instructions to Proposers.

GC3.3 Examination of Contract Documents and Site of Work

The Proposer shall examine carefully the Contract Documents and the site of work and shall inform himself of the conditions relating to the execution of the work. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the work in strict accordance with the Contract Documents. No oral agreement or conversation with any officer, agent or employee of the Owner, or with the Engineer, either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained in the Contract Documents.

Conditions relating to the execution of work include the requirements of federal, state and local laws, statutes and ordinances relative to the execution of work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public and employee health and safety, and environmental protection.

The CM/GC Contractor shall fully familiarize itself with the requirements of all applicable federal, state, county, and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

GC3.3.1 Rights-of-Way

To the extent indicated in the Contract Documents, the Owner will provide the rights-of-way over private lands or the site to enable CM/GC Contractor to perform its Work. CM/GC Contractor shall be solely responsible for securing any additional rights-of-way desired by the CM/GC Contractor. The Owner will not be a party to nor assume any liability for any separate agreements reached between CM/GC Contractor and any third parties with respect to these additional rights-of-way. The CM/GC Contractor shall produce evidence that agreements are in place with said third parties before the CM/GC Contractor uses those areas covered by the agreements. Any damage to such private lands caused by CM/GC Contractor's operations shall be the sole responsibility of CM/GC Contractor, regardless of which party secured the rights-of-way.

GC3.3.2 Access

The CM/GC Contractor shall investigate and bear the risk of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation, ingress and egress to the site of the Work. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion.

GC4 SCOPE OF WORK

GC4.1 Intent of the Contract Documents

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe a functionally complete project to be constructed. When the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that the best general practice shall be followed and only materials and workmanship of the best standard quality shall be used. Unless otherwise specified, the CM/GC Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and perform all of the work involved in executing the Contract in a satisfactory and workmanlike manner. Any labor, materials or equipment that are customarily provided or that are reasonably inferable from the Contract Documents, as being required to produce the intended result, shall be supplied by the CM/GC Contractor, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning.

GC4.1.1 Assignment of Work

Assignments of work to the various trades or crafts will be the responsibility of the CM/GC Contractor and a matter of agreement between the CM/GC Contractor and Subcontractors and their employees or the organizations representing them.

GC4.2 Changes

The Owner reserves the right to make at any time, and without notice to CM/GC Contractor's surety and without invalidating the Contract, alterations, deviations, additions to or deletions of the Contract Documents, and may increase or decrease the quantity of any item or portion of the Work, or delete any item or portion of the Work, and may require extra work, as determined by the Owner to be necessary or advisable. All such changes shall be performed under the terms of the Contract Documents.

GC4.2.1 Request for Change

Request for Change (RFC): An RFC is a document initiated by the CM/GC Contractor and submitted to the Engineer identifying CM/GC Contractor's proposed revisions to the Contract Documents. The CM/GC Contractor's RFC may request a revision to any part of the Contract Documents. The RFC shall be based on a material and significant change to the requirements of the Contract Documents; however, in no event may CM/GC Contractor submit an RFC for a change that was caused by CM/GC Contractor's failure to comply with the Contract Documents in the performance of the Work under the Contract.

CM/GC Contractor shall be responsible for providing written RFC to Engineer if CM/GC Contractor believes that a change of scope has occurred, is required or is requested to the Contract. It is Owner's intent to investigate and attempt to resolve any RFC before the CM/GC Contractor has performed any disputed work. In addition, Owner desires to

mitigate its responsibility, if any, before the disputed work is performed. Therefore, CM/GC Contractor must provide RFC within ten (10) days after the occurrence of the event, or discovery of the circumstance, giving rise to the potential change. Failure to submit the notice within the time limitations above shall constitute a waiver of CM/GC Contractor's claims for additional compensation or time.

The RFC shall set forth the reasons for which the CM/GC Contractor believes additional compensation or time may be due the CM/GC Contractor. CM/GC Contractor shall provide a clear, concise recital of the basis upon which the potential change is asserted (no more than two pages in length), including a designation of the conditions of the Contract Documents upon which the change is based. If the RFC arises from an ongoing occurrence, CM/GC Contractor shall so state, including a description of the specific work activities affected. If the RFC arises from a perceived differing site condition, CM/GC Contractor must demonstrate how conditions in the field differ from those indicated on the plans.

The Engineer will issue a written decision concerning the RFC. CM/GC Contractor's RFC must be supported by sufficient documentation submitted by CM/GC Contractor to support the costs and/or time requested by the RFC. Any RFC approved by the Engineer will result in a written Contract Change Order. The CM/GC Contractor shall not proceed with the proposed RFC work until the Engineer has issued a Contract Change Order regarding same.

If the CM/GC Contractor's RFC is denied by the Engineer and the CM/GC Contractor disagrees with the assessment and still believes that a revision to the Contract Time, Contract Price, and/or any part of the Contract Documents is warranted, the CM/GC Contractor may submit a notice pursuant to GC4.2.10 Notice of Potential Claim.

Unless otherwise allowed by the Engineer, the costs associated with implementing an approved RFC shall be the responsibility of the CM/GC Contractor. Such costs shall include coordination with all Subcontractors, and delays and disruption arising from the incorporation of the change or alternative into the Work.

GC4.2.1.1 Continuation of Work

If there is a dispute over any potential change, the CM/GC Contractor shall continue the Work during the dispute resolution process in a diligent and timely manner in accordance with the conditions of the Contract.

GC4.2.1.2 Review of Request for Change

The Engineer will review any timely RFC submitted by CM/GC Contractor within 14 days of receipt. If the Engineer requires additional information or details, the CM/GC Contractor shall furnish such additional information or details within seven (7) days after receipt of the written request from the Engineer. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the request. The

Engineer will issue his final determination within 14 days after receipt by the Engineer of all requested additional or supporting documents.

If a change is required, the Engineer will issue a Change Notice to initiate a Contract Change Order to document the resolution of the potential change.

GC4.2.1.3 Request for Change Records

When the Request for Change relates to compensation, the CM/GC Contractor shall keep full and complete records of the cost of the work that is the subject of the notice of RFC. CM/GC Contractor shall make all cost data pertaining to RFC available to the Engineer upon request. The CM/GC Contractor shall submit substantiating cost data upon request of Engineer. CM/GC Contractor's failure to submit cost data upon request by Engineer will constitute a waiver of CM/GC Contractor's right to claim any additional compensation for the potential change.

In addition, CM/GC Contractor shall keep full and complete records, including photographs, of all perceived differing site conditions which lead CM/GC Contractor to submit a RFC.

GC4.2.2 Ordered Changes

Ordered Changes are changes ordered by the Engineer which may increase or decrease items or portions of the Work of the Contract, eliminate items or portions of Work, modify items or portions of Work, or include new and unforeseen work.

GC4.2.2.1 Extra Work

New and unforeseen work will be classed as extra work when determined by the Engineer that such work is not covered by any of the existing contract bid items or by combinations of such items. In the event portions of such work are determined by the Engineer to be covered by some of the various contract bid items or combinations of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Contract Documents.

Unit or lump sum prices for new items of work classed as extra work shall be as mutually agreed upon by the CM/GC Contractor and the Engineer or, in the absence of agreement, as determined by the Engineer in the same manner if the work were to be paid for on a Time and Materials basis.

The CM/GC Contractor shall perform such extra work and furnish labor, material, and equipment upon receipt of an approved Contract Change Order or Field Instruction. In the absence of such approved Contract Change Order or Field Instruction, CM/GC Contractor shall not be entitled to payment for such extra work.

GC4.2.2.2 Eliminated Items

The Owner reserves the right to delete any portion of the Work in its entirety. The Owner makes no representation that any item of Work will be performed, and all work may be subject to a Contract Change Order that deletes such work. Contract work items are distinct and severable from the other contract work items, and CM/GC Contractor shall not be entitled to any anticipated profit, unabsorbed overhead, or other indirect expense attributable to deleted work, except as provided immediately below with regard to time and materials mark-ups on the direct and verifiable costs incurred prior to the Engineer's order that deletes the work.

Should any item of Work be eliminated in its entirety, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the CM/GC Contractor for actual direct and verifiable costs incurred in connection with such eliminated work if incurred prior to the date of notification in writing by the Engineer of such elimination. If acceptable material is ordered by the CM/GC Contractor for the eliminated work prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the CM/GC Contractor. Actual direct costs shall include documented vendor shipping fees, supplier restocking fees, if applicable, and CM/GC Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the Owner and the actual cost of any further handling will be paid for by the Owner. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned, and the CM/GC Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned material will also be paid for by the Owner. The actual direct and verifiable costs to be paid by the Owner as provided herein will be computed in the same manner as if the work were to be paid for on a Time and Materials basis, including the application of time and materials mark-ups to said costs.

GC4.2.3 Differing Site Conditions

Pursuant to Public Contract Code Section 7104, the CM/GC Contractor shall immediately upon discovery, and before the conditions are further disturbed, notify the Engineer in writing of: 1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or 2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; or 3) material that the CM/GC Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law which is not already identified as hazardous material in the Contract Documents.

In the event conditions as described above are discovered, the CM/GC Contractor shall continue to diligently prosecute the work in the other portions of the site not affected by such conditions. The CM/GC Contractor shall also use its best efforts to prevent or minimize delays or disruptions to the affected portions of the work.

The Engineer will promptly investigate the purported differing site conditions. If the Engineer finds that such conditions do materially differ from conditions indicated in the Contract Documents and cause an increase or decrease in the CM/GC Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract will be modified in accordance with the change order procedures set forth herein. In the event of any dispute between the Engineer and the CM/GC Contractor over the significance or existence of the changed conditions, the CM/GC Contractor shall not be relieved from completing the Work within the Contract Time set forth herein, but shall retain such rights as provided elsewhere in these Contract Documents.

No claim of the CM/GC Contractor under this clause shall be allowed unless the CM/GC Contractor has given the notice required by this article.

GC4.2.4 Archaeological Discoveries

Articles of archaeological interest which may be uncovered by the CM/GC Contractor during the progress of the Work shall be reported immediately to the Engineer. The CM/GC Contractor shall immediately cease all work in the affected area of the archaeological find. Further operations of the CM/GC Contractor with respect to the find will be as required by the Engineer.

GC4.2.5 Cost Reduction Proposals

The Owner encourages the CM/GC Contractor to submit Cost Reduction Proposals whenever the CM/GC Contractor identifies areas or instances in which there can be savings to the Work. CM/GC Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the Contract for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The Engineer will consider Cost Reduction Proposals that do not impair the essential functions or existics of the completed Work, preclude or impact future work or impact the operability of the railroad.

Cost Reduction Proposals shall contain the following information:

(1) A description of both the existing Contract requirements for performing the Work and the proposed changes, together with advantages and disadvantages of each changed item.

(2) An itemization of the Contract requirements (e.g., Contract Drawings and specifications) that must be changed if the proposal is adopted.

(3) Justification for changes in function or characteristics of each affected item, and the effect of the change on the performance of the completed Work.

(4) A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change. The estimates of cost under the proposed change shall

be determined in the same manner as if the Work were to be paid for on a Time and Materials basis as provided in Article GC9.3, Time and Materials Payment

(5) A statement of the time within which the Engineer must make a decision thereon.

(6) The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

CM/GC Contractor's submittal of its Cost Reduction Proposal shall include a certification by CM/GC Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the Cost Reduction Proposal."

The conditions of this article shall not be construed to require the Engineer to consider any Cost Reduction Proposal, which may be submitted hereunder. The Owner will not be liable to the CM/GC Contractor for failure to accept or act upon any Cost Reduction Proposal submitted pursuant to this article nor for any delays to the Work attributable to any such proposal. If a Cost Reduction Proposal is similar to a change in the Contract Documents under consideration by the Engineer for the Contract at the time said proposal is submitted, the Engineer will not accept such proposal, and the Owner reserves the right to make such changes without compensation to the CM/GC Contractor under the conditions of this article.

The CM/GC Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an approved Contract Change Order, incorporating the Cost Reduction Proposal, has been issued. If an approved Contract Change Order has not been issued by the date upon which the CM/GC Contractor's Cost Reduction Proposal specifies that a decision thereon should be made, or such other date as the CM/GC Contractor may subsequently have specified in writing, such Cost Reduction Proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a Cost Reduction Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, Engineer reserves the right to assess a fair measure of the value of Work to be performed or to be deleted.

The Engineer reserves the right, where it deems such action appropriate, to require the CM/GC Contractor to share in the Owner's costs of investigating a Cost Reduction Proposal submitted by the CM/GC Contractor as a condition of considering such proposal. Where such a condition is imposed, the CM/GC Contractor shall indicate its acceptance thereof in writing, and such acceptance shall constitute full authority for the Engineer to deduct amounts payable to the Owner from any monies due or that may become due to the CM/GC Contractor under the Contract.

If the CM/GC Contractor's Cost Reduction Proposal is accepted in whole or in part, such acceptance will be by an approved Contract Change Order, which shall specifically state that it is executed pursuant to this article. Such change order shall incorporate the changes in the Contract Documents which are necessary to permit the Cost Reduction Proposal or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the Engineer's acceptance thereof is based if the acceptance of the Engineer is conditional.

The change order shall also set forth the estimated net savings in construction costs attributable to the Cost Reduction Proposal effectuated by the change order, and shall further provide that the CM/GC Contractor be paid fifty percent (50%) of said estimated net savings amount. The CM/GC Contractor's cost of preparing the Cost Reduction Proposal and the Engineer's costs of investigating same, including any portion thereof paid by the CM/GC Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

The CM/GC Contractor is not entitled to share in either concurrent, collateral, or future savings arising from the Cost Reduction Proposal. Collateral savings are those measurable net reductions in Owner's costs of operation that result from the Cost Reduction Proposal, including maintenance, logistics, and Owner-furnished equipment.

Acceptance of the Cost Reduction Proposal and performance of the Work thereunder shall not adjust the time of completion of the Contract unless specifically provided for in the approved Contract Change Order authorizing the use of the Cost Reduction Proposal.

The amount specified to be paid to the CM/GC Contractor in the approved Contract Change Order which effectuates a Cost Reduction Proposal shall constitute full compensation to the CM/GC Contractor for the Cost Reduction Proposal and the performance of the Work thereof pursuant to the change order.

The CM/GC Contractor shall include appropriate Cost Reduction Proposal provisions in all subcontracts of $5,000 or greater, and may include those provisions in any subcontract. Subcontracts shall state that any benefits accruing to the CM/GC Contractor as a result of an accepted Cost Reduction Proposal initiated by a Subcontractor shall be shared by the CM/GC Contractor and the Subcontractor in a manner specified in the agreement between them.

GC4.2.6 Change Notice

Any proposed change to the Contract Documents, whether initiated by Owner or CM/GC Contractor, will be set forth in a Change Notice issued by the Engineer. The Change Notice will provide details necessary to define the proposed change in work which may include:

(1) A detailed scope of the work to be performed by the CM/GC Contractor in connection with the proposed change;

(2) Proposed revisions to the Contract documents, including additional or revised General Requirements or Supplemental Specifications as required;

(3) Additional or modified Contract Drawings as required.

Within twenty-one (21) days of receipt of the Change Notice, the CM/GC Contractor shall sign the Change Notice and submit it to the Engineer together with a cost and time proposal for performing the changed work. CM/GC Contractor's proposal shall include:

(1) A detailed description of how the proposed change would be accomplished;

(2) A description of other elements of the project work that would be affected by the proposed change;

(3) A cost proposal showing the increase or decrease in contract cost with detailed back-up cost justification;

(4) A time impact analysis to show the increase or decrease in contract time supported by detailed schedule information.

Upon receipt of CM/GC Contractor's cost and time proposal, the Engineer will evaluate the proposal and determine whether to proceed with issuance of a Contract Change Order.

The Change Notice does not authorize the CM/GC Contractor to perform the changed work. Authorization to proceed with changed work will be issued to CM/GC Contractor through an approved Contract Change Order (GC4.2.7) or through a Field Instruction (GC4.2.6.1).

GC4.2.6.1 Field Instruction

A Field Instruction (FI) is a written instruction or directive issued by the Engineer or his authorized representative which may result in an addition, deletion, modification, or revision to the Work. Upon receipt of the Field Instruction, the CM/GC Contractor shall promptly proceed with the Work as set forth in the instruction. To the extent a Field Instruction requires a change to the Contract Documents, the Engineer will as soon as practical, issue a Change Notice to initiate an approved Contract Change Order for such work. The conditions of the protest procedure shall be fully applicable to such subsequently issued Contract Change Order.

A FI may include a not-to-exceed cost. The CM/GC Contractor and Engineer shall, on a daily basis, diligently monitor the costs associated with the FI and inform the Engineer when such costs are within twenty-five percent (25%) of the not-to-exceed amount stipulated in the FI. When such costs are within twenty-five percent (25%) of the not-to-exceed amount, the Engineer and CM/GC Contractor's representative shall review the balance of the work to be completed and all anticipated costs. If the Engineer and CM/GC Contractor are in agreement, a revised FI will be issued with a revised not-to-exceed amount.

It is the responsibility of the CM/GC Contractor to complete time and material forms for review and approval by the Engineer at the end of each work shift. The forms will include a description of the work completed, equipment used, including make, model and serial number, equipment rented, including rental invoices, quantities and type of material used and names and labor classifications of all personnel working under the FI. This form shall become the basis of payment for the work performed.

GC4.2.7 Contract Change Orders

Any changes will be set forth in a written Contract Change Order issued by the Engineer. The Contract Change Order will specify:

(1) The Work to be done in connection with the change to be made;

(2) The amount, if any, of the adjustment of the Contract Price, and the basis for compensation; and

(3) The extent, if any, of the adjustment in the Contract Time.

GC4.2.7.1 Approved Contract Change Orders

A Contract Change Order shall not be effective unless signed by an appropriately authorized representative of the Owner at which time it is considered an “approved Contract Change Order”. Upon receipt of an approved Contract Change Order, the CM/GC Contractor shall promptly proceed with the ordered work.

GC4.2.7.2 Executed Contract Change Order

A Change Order signed by both parties is an “executed Change Order”. Compensation paid pursuant to an executed Contract Change Order shall comprise the total compensation for the Work that is the subject of the change order. By signing the Contract Change Order, the CM/GC Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended overhead, delay or any other "impact" claim or "ripple effect" claim. CM/GC Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for CM/GC Contractor to claim any additional compensation or time extension with respect to the subject matter of the Contract Change Order.

GC4.2.8 Contract Price Adjustment

The Contract Price may be adjusted by the Engineer as a result of an Ordered Change or in accordance with other conditions and terms of the Contract. Changes to the Contract Price will be effected by written change to the Contract in the form of a Contract Change Order.

The value of any work covered by a Contract Change Order may be negotiated by the Engineer and the CM/GC Contractor to determine an equitable adjustment of the Contract Price using the following methods:

(1) Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed work as described in GC4.2.8.1, Increased or Decreased Quantities.

(2) By establishment of new unit prices and related quantities for the changed work.

(3) By a combination of existing and new unit prices and related quantities for the changed work.

(4) By lump sum.

(5) By Time and Materials payment as described in GC9.3, Time and Materials Payment.

When the Engineer and the CM/GC Contractor do not agree on the value of the work, or adjustment of the Contract Price, and in the absence of an executed Contract Change Order specifying the Contract Price adjustment, the Engineer may issue an approved Contract Change Order specifying the value of the work or the adjustment in Contract Price as determined by the Engineer in accordance with one, or a combination of, the methods described in GC4.2.2, Ordered Changes, or GC4.2.8, Contract Price Adjustment, or other method determined appropriate by the Engineer. In such case the CM/GC Contractor's attention is directed to GC4.2.9, Protest Procedures.

CM/GC Contractor shall make all cost data pertaining to changed work available to the Engineer upon request.

GC4.2.8.1 Increased or Decreased Quantities

Increases or decreases in the quantity of a contract item of work will be determined by comparing the Total Pay Quantity of such item of work with the Schedule of Proposal Prices quantity for that item.

If the Total Pay Quantity of any item of work varies from the Schedule of Proposal Prices item quantity by 25 percent or less, payment will be made for the quantity of work of said item performed at the contract unit price, unless eligible for adjustment.

If the Total Pay Quantity of any item of work varies in excess of 125 percent or less than 75 percent from the Schedule of Proposal Prices item quantity, in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to the CM/GC Contractor will be determined in accordance with GC4.2.8.2, Increases of More Than 25 Percent, GC4.2.8.3, Decreases of More Than 25 Percent, or GC4.2.2.2, Eliminated Items, as the case may be.

GC4.2.8.2 Increases of More Than 25 Percent

Should the Total Pay Quantity of any item of work required under the Contract exceed the Schedule of Proposal Prices item quantity by more than 25 percent, the work in excess of 125 percent of such item quantity and not covered by an executed Contract Change Order specifying the compensation to be paid will be paid for by adjusting the contract unit price, as provided in this article, or at the option of the Engineer, payment for the work involved in such excess will be made on the basis of Time and Materials as provided in GC9.3, Time and Materials Payment.

Adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost, which will be determined as provided herein, of the Total Pay Quantity of the item. If the costs applicable to the item of work include fixed costs, such fixed costs will be deemed to have been recovered by the CM/GC Contractor by the payments made for 125 percent of the Schedule of Proposal Prices item quantity, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, the actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for on a time and materials basis as provided in GC9.3, Time and Materials Payment, or the adjustment will be as agreed to by the CM/GC Contractor and the Engineer. When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Schedule of Proposal Prices item quantity is less than $5,000 at the applicable contract unit price, the Engineer reserves the right to make no adjustment in the unit price if he or she so elects, except that an adjustment will be made if requested in writing by the CM/GC Contractor.

GC4.2.8.3 Decreases of More Than 25 Percent

Should the Total Pay Quantity of an item of work required under the contract be less than 75 percent of the Schedule of Proposal Prices item quantity, an adjustment in compensation pursuant to this article will not be made unless the CM/GC Contractor so requests in writing. If the CM/GC Contractor so requests, the quantity of the item performed, unless covered by an executed Contract Change Order specifying the compensation payable, will be paid for by adjusting the contract unit price as provided in this article, or at the option of the Engineer, payment for the quantity of the work of the item performed will be made on the basis of Time and Materials as provided in GC9.3,Time and Materials Payment, provided however that in no case shall the payment for such work be less than that which would be made at the contract unit price.

Adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as provided in this article, of the Total Pay Quantity of the item, including fixed costs. The actual unit cost will be determined by the Engineer in the same manner as if the work were to be paid for on a time and materials basis as provided in GC9.3, Time and Materials Payment, or the adjustment will be as agreed to by the CM/GC Contractor and the Engineer.

The payment for the Total Pay Quantity of the item of work will in no case exceed the payment which would be made for the performance of 75 percent of the quantity as identified in the original contract unit price on the Schedule of Proposal Prices.

GC4.2.9 Protest Procedure

If the CM/GC Contractor disagrees with any terms or conditions set forth in an approved Contract Change Order, the CM/GC Contractor shall submit a written protest to the Engineer within ten (10) days after receipt of such approved Contract Change Order. The protest shall state CM/GC Contractor's points of disagreement with respect to the change order, including any and all specific references to portions of the Contract Documents at issue. The CM/GC Contractor's protest shall also propose a modification of the items with which CM/GC Contractor does not agree.

If a written protest is not submitted within the time period set forth herein, payment will be made as described in the approved Contract Change Order. CM/GC Contractor's failure to timely submit a written protest shall constitute a waiver of CM/GC Contractor's right to claim any additional compensation and time beyond the amount stated in the approved Contract Change Order. Approved Contract Change Orders which are not protested within the required time period will be considered as executed Contract Change Orders, and payment made thereunder will constitute full compensation for all work resulting from the change.

When the protest of an approved Contract Change Order relates to compensation, the CM/GC Contractor shall keep full and complete records of the cost of the work that is the subject of the protest. CM/GC Contractor shall make all cost data pertaining to changed work available to the Engineer upon request. The CM/GC Contractor shall submit substantiating cost data with the protest. CM/GC Contractor's failure to submit cost data shall constitute a waiver of CM/GC Contractor's right to claim any additional compensation for the disputed work.

When the protest relates to the existence of a differing site condition, CM/GC Contractor shall keep full and complete records (including photographs) supporting the existence of differing site conditions. CM/GC Contractor shall provide these records to the Engineer upon request.

The CM/GC Contractor shall cooperate with the Engineer to reach agreement at the earliest practical date with respect to the disputed work. If an agreement has been reached, a revised Contract Change Order will be approved by the Engineer and issued to the CM/GC Contractor for signature. Unless and until the Engineer and CM/GC Contractor agree upon other terms of compensation incorporated in a revised executed Contract Change Order, the compensation shall be as specified under the original approved Contract Change Order. If an agreement cannot be reached, the CM/GC Contractor can file a claim per GC9.9 Public Contract Code Claim Procedure.

When the protest of an approved Contract Change Order relates to an adjustment of Contract Time for the completion of the Work, those disputes will be determined in accordance with GC8.3, Delays and Extensions to the Work.

GC4.2.10 Notice of Potential Claim

If a previously-submitted Request for Change has been denied, the CM/GC Contractor may file a Notice of Potential Claim (NOPC). The written NOPC shall set forth the reasons for which the CM/GC Contractor believes additional compensation will or may be due, the nature of the costs involved, and the estimated amount of the potential claim.

GC4.2.10.1 Requirements

If a previously-submitted Request for Change has been denied, the CM/GC Contractor may file a NOPC.

The written NOPC shall set forth the reasons for which the CM/GC Contractor believes additional compensation will or may be due, the nature of the costs involved, and the estimated amount of the potential claim.

For a NOPC to be considered complete it shall contain 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the conditions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; if CM/GC Contractor's claim arises from an ongoing occurrence, CM/GC Contractor shall so state in its NOPC, including a description of the specific Work activities affected by the claim, and 3) a notarized certification by the CM/GC Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the Notice of Potential Claim." Each NOPC shall include full and complete information concerning the potential claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation. Any NOPC that is incomplete will not be reviewed by Engineer.

The CM/GC Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer (including the failure or refusal to issue a Change Order), or the happening of any event, thing or occurrence, unless he or she shall have given the Engineer due written NOPC as specified, provided, however, that compliance with this Section shall not be a prerequisite as to matters within the scope of the Contract Change Order protest conditions in GC4.2.9, Protest Procedure.

GC4.2.10.2 Timely Notice, Engineer's Review and Additional Documentation

If based on an act or failure to act by the Engineer, CM/GC Contractor's NOPC must be submitted to the Engineer prior to the time that the CM/GC Contractor has started

performance of the Work giving rise to the potential claim for additional compensation, but in no event more than ten (10) days after the occurrence that gives rise to the CM/GC Contractor's claim. In all other cases, notice shall be given within ten (10) days after the happening of the event or occurrence giving rise to the potential claim.

The CM/GC Contractor hereby agrees that they shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which a written NOPC as herein required was not timely filed.

The Engineer will review any timely claim submitted by CM/GC Contractor. In conducting this review, the Engineer shall have the right to require the CM/GC Contractor to submit such additional or supporting documents, data and other information as the Engineer may require. The Engineer will review any timely claim within 15 days after receipt by the Engineer of all requested additional or supporting documents.

GC4.2.10.3 Continuation of Work

If there is a dispute over any potential claim, the CM/GC Contractor shall continue to Work during the NOPC and potential claim resolution process in a diligent and timely manner in accordance with the conditions of the Contract.

GC4.2.10.4 Notice of Potential Claim Records

The CM/GC Contractor shall maintain cost records of all Work, which is the basis of any dispute. On a daily basis, CM/GC Contractor shall submit to Engineer completed daily forms, the format of which will be supplied by Engineer, with respect to the CM/GC Contractor's costs of performing the disputed work. These daily forms shall itemize all CM/GC Contractor costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workmen, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the CM/GC Contractor or his authorized representative. Engineer's receipt of CM/GC Contractor's daily forms shall not constitute an approval of the CM/GC Contractor's claim. CM/GC Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of CM/GC Contractor's right to claim any additional compensation for the disputed work.

GC4.2.10.5 Potential Claim Resolution

If an agreement can be reached which resolves the CM/GC Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the CM/GC Contractor's claim, CM/GC Contractor must comply with the conditions of GC9.9 Public Contract Code Claim Procedure to pursue its claim.

GC4.2.10.6 Exclusion

In the event that a subcontractor or supplier asserts a claim against the CM/GC Contractor under its agreement with CM/GC Contractor, the subcontractor or supplier shall look only to the CM/GC Contractor for any payment or relief. Subcontractors and suppliers shall have no claim or cause of action against the Engineer if such claim or cause of action arises out of the subcontractor's or supplier's agreement with CM/GC Contractor.

Under no circumstance shall CM/GC Contractor be entitled to claim a Change in the Character of Work to compensate for errors or deficiencies in CM/GC Contractor's original estimate for the work, errors or deficiencies in interpreting the contract documents or to seek additional compensation for extra costs attributable to its own mismanagement or deficiencies in supervision of the work.

GC4.3 Guaranty of Work

Notwithstanding inspections and acceptance by the Engineer of Work furnished under the Contract Documents, the CM/GC Contractor warrants to the Engineer that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in material or workmanship, and that the Work will conform to the requirements of the Contract Documents.

This warranty by the CM/GC Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

CM/GC Contractor agrees to correct all defective Work discovered by Owner during a period of one (1) year after the Notice of Substantial Completion is issued by the Engineer or applicable Relief from Maintenance is granted by Engineer, whichever occurs first, or for such periods of time as set forth elsewhere in the Contract Documents. Refer to GC5.13, "Relief from Maintenance". In addition to making such corrections, repairs, or replacements of any defective Work, CM/GC Contractor shall correct, repair, or replace any components of the Work that are damaged as a result of such defective materials, equipment, or workmanship. Costs associated with correcting the Work shall be at the sole expense of CM/GC Contractor and shall be performed in a timely manner at the reasonable convenience of Owner.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this article shall be construed to establish a period of limitation with respect to any other obligation, which CM/GC Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby or under applicable law. The establishment of a specific warranty period relates only to the specific obligation of CM/GC Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CM/GC Contractor's liability

with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that CM/GC Contractor shall remain responsible for latent defects in the Work, regardless of the expiration of any warranty period set forth in the Contract Documents.

GC4.4 Temporary Utilities

The CM/GC Contractor shall make its own arrangements with utility companies for any temporary services they may require in performance of the Work and shall pay all costs of these services directly to these utility organizations.

GC4.5 Utilities and Non-Owner Owned Facilities

The CM/GC Contractor shall protect from damage those utility and non-Owner owned facilities that are to remain in place, be installed, relocated or otherwise rearranged. Damage due to the CM/GC Contractor's failure to exercise reasonable care shall be repaired at the CM/GC Contractor's cost.

The CM/GC Contractor shall maintain all utility facilities placed by the CM/GC Contractor in temporary locations and all utilities which are shored or supported by the CM/GC Contractor during construction. The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, shall be paid by the CM/GC Contractor and no separate payment shall be made.

The CM/GC Contractor shall be responsible for determining the exact location of above ground utilities and facilities that may impact or be in conflict with the Work. The CM/GC Contractor shall survey all utilities and facilities including, but not limited to, power, telephone, communication and cable television where the location or height may affect the CM/GC Contractor's construction operations. At a minimum, the CM/GC Contractor shall survey the location, height and alignment of overhead utility lines where any construction equipment will be operated within 30 feet of the overhead utility lines. CM/GC Contractor shall comply with overhead Utility Owner's clearance and other requirements for safety and protection of overhead lines.

It is anticipated that some or all of the utility and other non-Owner owned facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration, or removal) as part of the improvement, will be rearranged in advance of construction operations. Where it is not anticipated that such rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the CM/GC Contractor's construction operations, the existing facilities that are to be rearranged will be indicated in the Contract Documents to be performed by others. CM/GC Contractor shall cooperate with others in the rearrangement as indicated in GC5.16, Cooperation with Other Forces.

The CM/GC Contractor shall ascertain the exact location of all facilities whose presence is indicated in the Contract Documents prior to doing any work which may damage such

facilities or interfere with their service. Where the location of a facility can be inferred from the presence of visible facilities such as buildings, meters and junction boxes, the CM/GC Contractor shall make such excavations and explorations as are necessary to ascertain the exact location.

If the CM/GC Contractor, after making reasonable excavations and explorations, cannot locate an underground facility whose presence is indicated in the Contract Documents, the CM/GC Contractor shall so notify the Engineer in writing.

If the CM/GC Contractor discovers underground facilities not indicated in the Contract Documents and whose presence is not implied from the presence of visible facilities, the CM/GC Contractor shall immediately give the Engineer written notification pursuant to Government Code Section 4215 of the existence of those facilities in accordance with the requirements of GC4.2.3, Differing Site Conditions.

Should the CM/GC Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the CM/GC Contractor's convenience in order to facilitate its construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated in the Contract Documents, the CM/GC Contractor shall make whatever arrangements are necessary with the owners of such utility or other facility for such rearrangement and bear all expenses in connection therewith.

GC4.6 Rights to Drawings and Technical Data

Shop Drawings and Working Drawings submitted to the Engineer by the CM/GC Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Contract, are the property of the Owner and the Owner may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the Engineer by the CM/GC Contractor, Subcontractor, or any lower tier Subcontractor pursuant to the Contract are the property of the Owner, and the Owner may use or disclose same in any manner and for any purpose.

GC4.7 Patents

The use of patented materials, equipment, devices or processes may be specified in the Contract Documents. In such event, the Owner assumes liability for patent infringement. The CM/GC Contractor may also choose to use patented materials, equipment, devices or processes not specified in the Contract Documents provided such use meets the intent of the Contract Documents and that the CM/GC Contractor shall assume all costs arising from such use, indemnify and save harmless the Owner, and its duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of patented materials, equipment, devices or processes. If such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the CM/GC Contractor, at its expense, shall:

(1) Secure for the Owner the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses, or

(2) Replace such materials, equipment, devices or processes, or

(3) Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefore without prejudice to any other rights of the Owner.

GC5 CONTROL OF WORK

GC5.1 Authority of the Owner and the Owner's Engineer

The Owner has the final authority in all matters affecting the Work covered by the Contract Documents.

With respect to CM/GC 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 CM/GC 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 CM/GC Contractor fails to promptly carry out same.

On all questions relating to CM/GC Contractor's use of specific materials and equipment, the decision of the Engineer is final and binding.

GC5.1.1 Continuance of Construction

Any disagreement by the CM/GC Contractor with the Engineer's determination of the need for, or amount of, an adjustment in Contract Price or Contract Time associated with an approved Contract Change Order, or disagreement by the CM/GC Contractor with the Engineer's determination that a change has not occurred and no Contract Change Order is needed, shall not, under any circumstances, relieve the CM/GC Contractor from its obligation to promptly begin and diligently prosecute the Work, including the change that is described in the approved Contract Change Order. The CM/GC Contractor's attention is directed to Article 4.2.9, "Protest Procedure".

GC5.2 Contract Drawings

The Contract Drawings show such plans, elevations, sections, and details as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings will be in writing.

GC5.2.1 Shop Drawings, Working Drawings, Product Data, and Samples

The Contract Documents shall be supplemented by shop drawings, working drawings, product data, samples, and similar submittals prepared by the CM/GC Contractor or its Subcontractors or Suppliers, of any tier, and submitted by the CM/GC Contractor in accordance with Section 01300, Submittals and Deliverables, and other specifications requirements.

The CM/GC Contractor is responsible for complying with all requirements of the Contract Documents.

GC5.3 Conformity with Contract Documents

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, Engineer may elect to accept deviations from the Contract Documents with appropriate credits from the CM/GC Contractor, and, if such an election is made, Engineer will provide written notice to CM/GC Contractor of such acceptance.

GC5.4 Order of Precedence of Contract Documents

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve the conflicts:

(1) Contract Change Orders

(2) Executed Agreement

(3) Addendum

(4) General Requirements (Division 01)

(5) Procurement and Contracting Requirements (Division 00)

(6) Technical Requirements (Divisions 2 through 16, as applicable)

(7) Contract Drawings

GC5.4.1 Request for Information

The CM/GC Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the Engineer of all errors, inconsistencies, or omissions that it discovers; and, in instances where such

non-conformities are discovered, shall obtain specific instructions in writing from the Engineer before proceeding with the Work.

CM/GC Contractor's performance of work affected by such non-conformities prior to the Engineer's response shall be at the CM/GC Contractor's risk however the CM/GC Contractor shall continue to perform any incidental work not impacted by the non-conformity.

In the event of any doubt or question concerning the true meaning of the Contract Documents or should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the CM/GC Contractor shall submit a Request for Information ("RFI") to the Engineer for such further written explanations as may be reasonably necessary and shall conform to the written explanation given as if part of the Contract Documents. The decision of the Engineer in such cases shall be final.

CM/GC Contractor shall submit RFIs in a timely manner to avoid delay to the progress of the Work. RFIs prepared and submitted by the CM/GC Contractor shall be complete and include all information or references necessary for Engineer to respond.

Engineer will respond timely to RFIs. The target response time for RFIs will be twenty-eight (28) days. In the event that there are numerous RFIs pending, CM/GC Contractor shall cooperate with Engineer in establishing a priority for responding to the RFIs.

CM/GC Contractor shall not assert any claims for delay or interference against Owner if CM/GC Contractor fails to timely submit any RFI to Engineer.

The response to an RFI shall not, by itself, constitute authorization for CM/GC Contractor to perform any Work that causes an adjustment to either the Contract Time or Contract Price. If any response by the Engineer results in a change in the Contract Documents, the Engineer will issue a Change Notice, per GC4.2.6.

GC5.5 Lines and Grades

The CM/GC Contractor shall carefully preserve monuments, stakes, and marks. The CM/GC Contractor shall 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 CM/GC Contractor.

The CM/GC Contractor shall temporarily suspend Work at such points and for such reasonable times as the Engineer may require for transferring or setting monuments, stakes or marks, and the CM/GC Contractor shall 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 shall be the responsibility of the CM/GC Contractor. Payment for such Work shall be considered as included in the prices paid for the various Contract items of Work, and no additional compensation will be allowed therefore.

CM/GC Contractor shall take field measurements and verify field conditions consistent with construction industry standards and shall 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 CM/GC Contractor shall be reported to the Engineer at once.

GC5.6 Order of Work

When required by the Contract Documents the CM/GC Contractor shall follow the sequence of work as set forth therein.

GC5.7 Superintendence by the CM/GC Contractor

The CM/GC Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The CM/GC Contractor shall be solely responsible for implementation of construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Contract. The CM/GC Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the CM/GC Contractor, and other third parties associated with the CM/GC Contractor.

Before starting to perform the Work, the CM/GC Contractor shall designate, in writing, a project manager who shall have complete authority to act on its behalf. An alternate project manager may be designated who shall have the same authority as for the project manager. A joint venture shall designate only one project manager and alternate. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by the project manager or the alternate shall be grounds for the Engineer to request his dismissal from the Work. CM/GC Contractor shall immediately comply with Engineer’s request, at no cost to the Owner, and shall designate a replacement.

The project manager is considered key personnel responsible for successful implementation of the Work. In the event the project manager departs before Final Acceptance, the CM/GC Contractor shall designate, in writing and in advance of the project manager’s departure, a qualified acceptable replacement.

The project manager or alternate shall be present at the work site whenever Work is in progress or whenever actions of the elements or other natural events necessitate his presence to take measures necessary to protect the Work, persons or property. Any order or communication given to the project manager or alternate shall be deemed delivered to the CM/GC Contractor.

In the event the project representative or alternate is absent from the work site, the Engineer may stop the work with no cost, claim, or damages accruing to the Owner for such action.

Additional requirements for superintendence or project staffing may be included elsewhere in the Contract Documents.

GC5.7.1 Character of Workmen

If any Subcontractor or person employed by the CM/GC Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged by the CM/GC Contractor immediately on the request of the Engineer, and such person shall not again be employed on the work.

GC5.8 Subcontracting and Portion of Work

Nothing in the Contract Documents shall create any contractual relationship between the Owner and any subcontractor. The CM/GC Contractor is as fully responsible to the Owner for the acts and omissions of its Subcontractors of any tier as the CM/GC Contractor for the acts and omissions of persons or entities directly employed by him. The CM/GC Contractor is prohibited from utilizing a subcontractor that is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the State Labor Code.

When a portion of the Work, which has been subcontracted by the CM/GC Contractor, is not being prosecuted in a manner satisfactory to the Engineer, the Subcontractor shall be removed immediately upon the request of the Engineer, and shall not again be employed with respect to the Work.

The on-site production of materials produced by other than the CM/GC Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The CM/GC Contractor shall be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The CM/GC Contractor is required to provide all copies of subcontract agreements to the Office of Civil Rights.

GC5.8.1 Approval of Substitutions of Subcontractor

The CM/GC Contractor shall notify the Engineer in writing of any request to substitute a Subcontractor in place of a Subcontractor listed in CM/GC Contractor's Proposal. Prior to such substitution, for work that is greater than or equal to one-half of one percent (0.5%) of the Contract Price or if the CM/GC Contractor proposes to substitute for an SBE/DBE firm (as applicable), the CM/GC Contractor shall secure the written approval of the Engineer. The Owner will review the information submitted relative to each Subcontractor in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq., and transmit written notification to the CM/GC Contractor concerning its decision regarding approval of the proposed substitution. CM/GC Contractor shall submit at least the following information:

(1) Name of the Subcontractor

(2) Location and Phone Number of Place of Business

(3) Contact Person

(4) Subcontractor's Contractor's License(s) number and expiration date

(5) SBE/DBE status (if applicable)

(6) The portion of the Work that will be performed by each Subcontractor and its dollar value

(7) Reason(s) for the proposed substitution

GC5.8.2 Payment to Subcontractors

The CM/GC Contractor shall pay Subcontractors for work that has been satisfactorily performed no later than seven (7) days from the date of CM/GC Contractor's receipt of progress payments from the Owner. Within thirty (30) days of satisfactory completion of all work required of the Subcontractor, CM/GC Contractor shall release any retainage payments withheld to the Subcontractor. CM/GC Contractor shall release such retainage payments to the Subcontractor without the benefit of a similar release from the Owner. If Owner releases retention, in whole or in part, to CM/GC Contractor, in no instance shall CM/GC Contractor release retention to the Subcontractor later than seven (7) days after CM/GC Contractor receives retention from Owner. Any delay or postponement of payment may take place only for good cause and with the Owner's prior written approval. Any violation of these conditions shall subject the violating prime CM/GC Contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CM/GC Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the CM/GC Contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both SBE and non-SBE subcontractors. In the event CM/GC Contractor does not make progress payments or release retentions to the subcontractors in accordance with the time period specific herein, CM/GC Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

GC5.9 Assignment

The performance of the Contract may not be assigned except upon the written consent of the Owner. Consent will not be given to any proposed assignment, which would relieve the original CM/GC Contractor or his surety of their responsibilities under the Contract, nor will the Owner consent to any assignment of a part of the Work under the Contract.

The CM/GC Contractor may assign monies due or to become due him under the Contract and such assignment will be recognized by the Owner, if given proper notice thereof, to the extent permitted by law, but any assignment of monies shall be subject to all proper set-offs in favor of the Owner and to all deductions provided for in the Contract, and

particularly all money withheld, whether assigned or not, shall be subject to being used by the Owner for the completion of the Work in the event that the CM/GC Contractor should be in default therein.

GC5.10 Observation of Work

The Owner, and all of its authorized representatives, shall at all times have safe access to the Work, and shall be furnished with every reasonable facility for ascertaining that the workmanship and materials are in accordance with the requirements and intentions of the Contract Documents. All Work done and all materials furnished shall be subject to the Engineer's on-site and off-site observation.

The CM/GC Contractor shall notify the Engineer at least 24 hours in advance of CM/GC Contractor’s intention to cover Work. Failure of the CM/GC Contractor to provide Engineer 24 hours' notice will result in the CM/GC Contractor being required to uncover such covered work at CM/GC Contractor’s expense.

The observations performed by the Engineer shall not relieve the CM/GC Contractor of his responsibility to conduct comprehensive inspections of the Work and to furnish materials and otherwise perform the Work in conformance with the Contract Documents.

The observation or approval of the workmanship or materials by the Engineer shall not relieve the CM/GC Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected, and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed by the Engineer, or that payment therefore has been included in a progress estimate.

GC5.10.1 Inspection and Testing

The Owner reserves the right to observe all inspections or tests performed at any location or time during the course of the Work. All inspections and tests to be performed will be shown on the Three Week Look Ahead Schedule in accordance with Section 01310, Schedules.

GC5.11 Re-Examination of Work

The Engineer may order re-examination of questioned Work at any time before Substantial Completion. If so ordered, the CM/GC Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the Owner will pay for the cost of uncovering, removing, recovering and replacing the parts removed in accordance with GC9.3, Time and Materials Payment; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the CM/GC Contractor's expense. Work, which has been covered prior to observation by the Engineer, does not qualify as re-examined work. The CM/GC Contractor shall give due notice to the Engineer before backfilling any Work so that the Engineer may observe the materials and installation.

GC5.11.1 Removal of Rejected and Unauthorized Work

All Work which has been rejected shall be promptly remedied, or removed and replaced by the CM/GC Contractor in an acceptable manner and no compensation will be allowed CM/GC Contractor for such removal, replacement or remedial Work.

GC5.11.2 Unauthorized Work

All work done beyond the lines and grades shown on the Contract Drawings or established by the Engineer, and all extra work done without written authorization will be considered as unauthorized work. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the CM/GC Contractor's expense.

GC5.12 Work Site Maintenance

Throughout all phases of the Work, including any suspension of the Work, and until Final Acceptance, the CM/GC Contractor shall keep the work site clean and free from rubbish and debris.

GC5.13 Relief from Maintenance

Upon written request by the CM/GC Contractor, the Engineer may relieve the CM/GC Contractor of the responsibility to maintain and protect certain portions of the Work which have achieved Substantial Completion. Portions of the Work associated with contract milestones, for which the CM/GC Contractor may be granted Relief from Maintenance, are identified in Section 01001, Contract Time and Order of Work.

Relief from Maintenance, if granted, and the scope thereof, shall be documented in writing by Engineer. After Engineer's granting of Relief from Maintenance, CM/GC Contractor shall be obligated to perform warranty work with respect to the portions of the Work covered by the Relief from Maintenance. In addition, the Engineer's granting of Relief from Maintenance shall not be construed as an acceptance by the Owner of any latent defects discovered with regard to CM/GC Contractor's work. Furthermore, CM/GC Contractor's obligations under GC7.23, Indemnification, shall still remain applicable after Engineer's grant of Relief from Maintenance.

With respect to any portion of the Work covered by Owner's granting of Relief from Maintenance, the warranty periods called for in the Contract Documents shall commence on the date of Relief from Maintenance but not earlier.

CM/GC Contractor will be granted Relief from Maintenance for the Work upon Engineer's issuance of Notice of Substantial Completion in accordance with Section 01700, Contract Closeout.

GC5.14 Beneficial Occupancy

The Engineer may at any time notify the CM/GC Contractor in writing that the Owner intends to take Beneficial Occupancy of any portion of the Work even though the Work

may not be at a point of Substantial Completion. Unless the reason for Owner's taking Beneficial Occupancy is that the CM/GC Contractor has not completed the Work, or portions thereof, in accordance with the Contract Time, Owner's Beneficial Occupancy shall also constitute Relief from Maintenance.

Should the Work, or portion thereof, not achieve Substantial Completion in accordance with the Project Baseline Schedule within the Contract Time, as adjusted under the terms of the Contract Documents, the Owner shall have the right, but not the obligation, to take Beneficial Occupancy of the Work, or portion thereof. In such event, CM/GC Contractor shall not be entitled to any additional compensation on account of said occupancy by Owner, nor shall CM/GC Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, CM/GC Contractor's obligation to complete the Work in accordance with the Project Baseline Schedule and Contract Time.

Within a reasonable time after Engineer provides notice that the Owner intends to take Beneficial Occupancy of the Work, or a portion of the Work, the CM/GC Contractor and the Engineer shall make an inspection of the Work, or portion thereof, to determine its status of completion and will prepare a list of the items remaining to be completed or corrected for the Work, or portion of the Work.

During any Beneficial Occupancy of the Work, or portion of the Work, the Owner shall allow the CM/GC Contractor reasonable access to complete or correct items on the list and to complete other related Work.

Beneficial Occupancy shall not be deemed an acceptance of the Work.

The Owner's Beneficial Occupancy shall not relieve the CM/GC Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire Work is accepted by the Owner.

GC5.15 Rights in Land and Improvements

The CM/GC Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the Owner and any third-party owner, former owner or tenant of such land, structure or buildings. The CM/GC Contractor shall not occupy Owner-owned property outside the limits of Work shown on the Contract Drawings without obtaining prior approval from the Engineer.

GC5.16 Cooperation with Other Forces

The CM/GC Contractor shall not have the sole right to occupy the site during the performance of the Work, but such right is reserved to the Owner and the owners of non-Owner owned facilities, or their authorized agents, to enter upon the Owner's right-of-way for the purpose of making such changes as are necessary for the rearrangements of their facilities, or for making necessary connections or repairs to their facilities, or for purpose of constructing facilities, or for performing maintenance within or adjacent to the work

area. Should construction be underway by the Owner, the owners of non-Owner owned facilities, their authorized agents, or other forces within or adjacent to the limits of the Work or should activities of any other nature be underway by other forces within or adjacent to said limits, the CM/GC Contractor shall cooperate with all such other forces to the end that any delay or hindrance to their activities shall be minimized. The Owner reserves the right to perform other or additional Work at or on the site at any time, by the use of other forces. The CM/GC Contractor shall afford access and cooperate with all such forces and other contractors such that any delay or hindrance to their work will be avoided.

The CM/GC Contractor shall be responsible to the Owner for all damage to the Work, persons, or property caused by CM/GC Contractor's operations and for loss to other forces caused by CM/GC Contractor's unnecessary delays as determined by the Engineer, and for failure to finish the Work within the time specified for completion.

It is the express obligation and duty of the CM/GC Contractor to coordinate its Work with the work of others working within or adjacent to the work site. The Owner will advise the CM/GC Contractor of the known schedules of others. The CM/GC Contractor shall fully cooperate with the Owner and others to avoid interrupting or delaying their activities and to promote the orderly completion of the Work as a whole. CM/GC Contractor shall coordinate with other contractors through the Engineer.

If any part of the Work depends on the work of any other contractor or the Owner for proper execution or results, the CM/GC Contractor shall promptly notify the Engineer of any discrepancies or defects in said other work that would render its work unsuitable for proper execution or results prior to proceeding with the CM/GC Contractor's own Work. If it becomes necessary, the Engineer will resolve coordination and access problems.

GC5.16.1 Owner Occupancy

Owner and other railroads will occupy the work site during the entire construction period for conduct of its normal operations. CM/GC Contractor shall cooperate with Engineer in scheduling operations to minimize conflicts and to facilitate Owner’s and other railroad’s usage. The CM/GC Contractor shall not impair the normal operation of the Owner and other railroads and is subject to specific working and scheduling restrictions as noted within these Contract Documents.

GC6 CONTROL OF MATERIALS

GC6.1 Materials

The CM/GC Contractor shall furnish all materials required to complete the Work, except for Owner Furnished Material as designated elsewhere in the Contract Documents. Only materials conforming to the requirements of the Contract Documents shall be incorporated into the work. The materials furnished and used shall be new, except as may be provided for elsewhere in the Contract Documents. The materials shall be

manufactured, handled, and used in a workmanlike manner to ensure completed work in accordance with the Contract Documents.

GC6.2 Material Storage

Materials and equipment to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection. Comply with manufacturer's written handling and storage requirements.

GC6.3 Substitutions During Construction

For convenience of designation in the Contract Documents, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and catalog information. Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, the use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended may be permitted.

Substitutions may be considered during construction, at the sole discretion of the Engineer, when a product becomes unavailable after the bid opening through no fault of the CM/GC Contractor and the CM/GC Contractor provides sufficient evidence of changed circumstances which justifies consideration of the substitution. CM/GC Contractor shall follow the substitution request procedures specified in Section 01300, Submittals and Deliverables, of the General Requirements.

At its election, the Owner reserves the right to consider any CM/GC Contractor proposed substitution as a Cost Reduction Proposal under GC4.2.5, Cost Reduction Proposals, in the event that there is a savings resulting from the substitution.

GC6.4 Defective Materials

All CM/GC Contractor-furnished materials not conforming to the CM/GC Contractor’s guaranty as set forth in GC4.3, Guaranty of Work, will be rejected, whether in place or not. They shall be removed immediately from the site of the Work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used in the Work unless approved by the Engineer. Upon failure of the CM/GC Contractor to comply promptly with any order of the Engineer made under the conditions of this article, the Engineer may cause the removal and replacement of rejected materials and deduct the cost thereof from any monies due or to become due the CM/GC Contractor.

GC7 COMPLIANCE AND LIABILITY

GC7.1 Laws to be Observed

The CM/GC Contractor shall keep himself fully informed concerning all governmental requirements, including but not limited to all state, federal, county and municipal laws, codes, ordinances and regulations which in any manner affect those engaged or

employed in the Work, the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents for the Work in relation to any such requirements, the CM/GC Contractor shall immediately report the same to the Engineer in writing.

The laws of the State of California shall govern the Contract Documents.

If any part of the Contract Documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force.

GC7.2 Labor Requirements

See Appendix G: Labor Code Requirements, for all applicable requirements.

GC7.3 CM/GC Contractor's Licensing Laws

The CM/GC Contractor and Subcontractor(s) shall be licensed in accordance with the laws of the State of California.

GC7.4 Antitrust Claims

The CM/GC Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which shall be applicable to the CM/GC Contractor and its subcontractors:

"In entering into a public works contract or a sub-contract to supply goods, services or materials pursuant to a public works contract, the CM/GC Contractor or subcontractor offers and agrees to assign to the awarding body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the sub-contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CM/GC Contractor, without further acknowledgement by the parties."

GC7.5 Subsurface Excavations, Notification

The CM/GC Contractor shall contact the regional notification center, "Underground Service Alert," and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, CM/GC Contractor is required to comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2, which provides, in part:

"Except in an emergency, any person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area that is known, or reasonably should be

known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

GC7.6 Stop Payment Notices

The Owner will retain and withhold from payment to the CM/GC Contractor sufficient sums to cover stop notices filed pursuant to Section 9000 et seq. of the California Civil Code, including an amount to provide for the reasonable cost of any litigation thereunder, which the Owner has determined to be 125% of the Stop Payment Notice (SPN) amount. Preliminary Notices and SPNs are to be sent in accordance with the Agreement, Section 5, SERVICE OF NOTICE. SPNs are not to be cumulative; any SPN must be for a specific amount that is not included in another SPN.

The CM/GC Contractor agrees to include the information and address above in all of its subcontracts and is to require that this information flow down through all lower-tiered contracts.

GC7.7 Water Pollution Control

The CM/GC Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule his operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities, which may be required to provide prevention, control, and abatement of water pollution. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

GC7.8 Air Pollution Control

The CM/GC Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to the Work, including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the California Government Code.

Material to be disposed of shall not be burned inside or outside the worksite with the exception of incineration at a licensed hazardous waste facility.

GC7.9 Sound and Light Control Requirements

The CM/GC Contractor shall comply with all applicable local, state and federal rules and regulations regarding sound control, noise level, and light control.

Each internal combustion engine, used for any purpose on the work site or related to the Work, shall be equipped with a muffler of a type recommended by the manufacturer. The

muffler shall be in good working condition. No internal combustion engine shall be operated without said muffler.

GC7.10 Use of Pesticides

The CM/GC Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies, which govern the use of pesticides required in the performance of the Work.

Pesticides include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating or destroying weeds, insects, diseases, rodents or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

GC7.11 Weight Limitations

Unless expressly permitted elsewhere in the Contract Documents, the CM/GC Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the California Vehicle Code over completed or existing base, surfacing, pavement, or structures.

GC7.12 Payment of Taxes

CM/GC Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and operations incidental to or involved in the Contract, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The CM/GC Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The CM/GC Contractor shall maintain records that are auditable records, and these records shall be subject to Owner's review to verify that CM/GC Contractor's tax payments are current at all times.

The Contract prices paid for the Work shall include full compensation for all taxes, which the CM/GC Contractor is required to pay, whether imposed by federal, state or local government, including, without being limited to, Federal excise tax. No tax-exemption certificate or any document designed to exempt the CM/GC Contractor from payment of any tax will be furnished to the CM/GC Contractor by the Owner, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The CM/GC Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether federal, state or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

GC7.13 Classification of CM/GC Contractor's Licenses and Permits

The CM/GC Contractor shall conform to the requirements and conditions of any required licenses and permits.

The CM/GC Contractor shall procure all permits and licenses, except those procured or to be procured by the Owner in accordance with Section 01045, Coordination - General, pay all charges and fees, and give all required notices necessary and incidental to the prosecution of the Work.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21176) may be applicable to permits, licenses and other authorizations which the CM/GC Contractor must obtain from state or local agencies in connection with performing the Work. The CM/GC Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

GC7.14 Trench Excavation Safety Plan

Attention is directed to California Labor Code Section 6705. At least five days in advance of excavation of any trench five feet or more in depth, the CM/GC Contractor shall submit trench excavation safety plan to the Engineer showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such trench excavation safety plan varies from the shoring system standards established by the Cal-OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a civil or structural engineer registered in the State of California. Nothing in this article shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal-OSHA Construction Safety Orders of the Division of Industrial Safety.

CM/GC Contractor's trench excavation safety plan shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to the CM/GC Contractor who shall be responsible for the successful construction of the Work. Obtain the Engineer's approval of trench excavation safety plan before any Work involving such plan is performed. It is expressly understood that approval of the trench excavation safety plan shall not relieve the CM/GC Contractor of any of its responsibilities under the Contract or its obligations under the Contract Documents.

GC7.15 Disposal of Material Outside the Work Site

Unless otherwise stated elsewhere in the Contract Documents, the CM/GC Contractor shall make its own arrangements for disposing of materials outside the work site. The CM/GC Contractor shall obtain written permission or permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, CM/GC Contractor shall submit said written permission or permit to

Engineer for approval, together with a written release from the property owner absolving the Owner from any and all responsibility related to the disposal of material on said property.

Disposal of all Hazardous Materials shall be done in accordance with all laws and regulations. Copies of a required regulatory documentation including copies of final manifests shall be submitted to the Engineer.

GC7.16 Hazardous Chemicals and Wastes

The CM/GC Contractor shall bear full and exclusive responsibility for the release of hazardous or non-hazardous chemicals or substances which were brought to the site by the CM/GC Contractor during the course of the Work. The CM/GC Contractor shall immediately report any such release to the Engineer. The CM/GC Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the Owner by any agency as a result of such release and shall hold harmless, indemnify and defend the Owner from any claims arising from such release. For purposes of this article only, the term “claims” shall include:

(1) All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and

(2) Any claim, cause of action, or administrative or judicial proceeding brought against the Owner, its directors, employees, and agents for any loss, cost (including reasonable attorney’s fees), damage or liability, sustained or suffered by any person or entity, including the Owner.

If the performance of the Work creates any hazardous wastes as a result of a release of hazardous material brought to the site by the CM/GC Contractor, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the CM/GC Contractor. The CM/GC Contractor shall dispose of the wastes under its own EPA Generator Number. In no event, with the exception of hazardous material required to be generated as part of the Work, shall the Owner be identified as the generator. The CM/GC Contractor shall notify the Engineer of any such hazardous wastes and the Engineer reserves the right to obtain a copy of the results of any tests conducted on the wastes and, at Owner’s cost, to perform additional tests or examine those wastes, prior to its disposition. The CM/GC Contractor shall hold harmless, indemnify and defend the Owner from any claims arising from the disposal of the hazardous wastes brought to the site by the CM/GC Contractor, regardless of the absence of negligence or other malfeasance by CM/GC Contractor. CM/GC Contractor shall not be deemed the generator of any hazardous waste except for those brought to the site by the CM/GC Contractor. Disposal of all Hazardous Materials must be performed in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be provided to the Engineer

GC7.17 Sanitary Provisions

The CM/GC Contractor shall provide enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation. Their use shall be strictly enforced.

GC7.18 Equipment and Plants

The CM/GC Contractor shall use or permit only equipment and plants meeting requirements of the State Department of Industrial Relations, Safety Orders, and suitable to produce quality of work and materials required on the project.

GC7.19 Public Safety

The CM/GC Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be considered included in the Contract Price. Whenever the CM/GC Contractor's operations create a condition hazardous to traffic or to the public, the CM/GC Contractor shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public. The CM/GC Contractor shall establish pedestrian detours with comparable lighting to the original pedestrian areas. The CM/GC Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any hazardous conditions affecting traffic. For Work in a public right-of-way, the CM/GC Contractor shall comply with the rules and regulations of the state, county or local agency that owns the right-of-way. CM/GC Contractor shall provide flaggers, at its expense, at railroad grade crossings when required to prevent vehicular traffic or equipment from stopping within the limits of the crossing.

Upon the failure of the CM/GC Contractor to comply with any of the requirements of this article, the Owner will have the authority, but not the duty, to stop the Work until such failure is remedied. CM/GC Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

GC7.19.1 Public Convenience

The CM/GC Contractor shall conduct its operations with respect to the Work with the least possible obstruction and inconvenience to the public. During each stage or period of construction, CM/GC Contractor shall have under construction no greater length or amount of Work than they can prosecute properly and safely with due regard to the rights of the public.

All public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. The CM/GC Contractor shall obtain approval of its plans for the routing and control of traffic from the appropriate authority having jurisdiction. Where the temporary rerouting or closing to traffic of any public street or highway is necessary, the

CM/GC Contractor shall make all necessary arrangements with the appropriate authority having jurisdiction.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the CM/GC Contractor's expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to owners of abutting property. CM/GC Contractor shall not access the work sites along the Owner's right-of-way through the private property of others unless CM/GC Contractor has made arrangements pursuant to Section 01020, Location and Existing Site. Temporary approaches to roads or highways shall be provided and kept in good condition. Roadway excavations shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times.

For Work in a public right-of-way, the CM/GC Contractor shall comply with the rules and regulations of the authority having jurisdiction of the right-of-way.

GC7.20 Preservation of Property, or Protection of Property

The CM/GC Contractor shall be responsible for the protection of public, private, and Owner property adjacent to and within the work site and shall be responsible for bearing the cost and performing the repair work necessary to restore or repair damaged areas.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property and trees, shrubs and other plants that are not to be removed. Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limits shall be protected from injury or damage, and the CM/GC Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the CM/GC Contractor's operations, they shall be replaced or restored at the CM/GC Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the CM/GC Contractor entered upon the work site, or as good as required by the Contract Documents if any such objects are a part of the Work. The Owner may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the CM/GC Contractor, and the costs may be deducted from any monies due or to become due to the CM/GC Contractor under the Contract.

GC7.21 Loss or Damage to the Work and Materials

Until the acceptance of the Work or earlier relief under GC5.13, Relief from Maintenance, the CM/GC Contractor shall have the charge and care of the Work and of the material to be used therein, including materials for which CM/GC Contractor has received partial payment, materials in transit, and materials which have been furnished by the Owner,

and shall bear the risk of injury, loss, or damage, to any part thereof by the action of the elements or from any other cause, excluding any “Act of God” as defined in Public Contract Code Section 7105. The Owner will not hold CM/GC Contractor responsible for the cost of repairing or restoring damage to the Work proximately caused by any Act of God as defined in Public Contract Code Section 7105. The CM/GC Contractor shall rebuild, repair or restore all injuries, losses, or damages to any portion of the Work and materials occasioned by any cause, except an “Act of God,” before its completion and acceptance and shall bear the expense thereof. Where necessary, the CM/GC Contractor shall, at CM/GC Contractor’s expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work and materials from damage.

The suspension of the Work from any cause whatever shall not relieve the CM/GC Contractor of responsibility for the Work and materials as herein specified.

GC7.22 Emergencies

In an emergency affecting the safety of life, the Work, or adjoining property, the CM/GC Contractor, without special instructions or authorization from the Engineer, shall act at his discretion to prevent such threatened loss or injury. In such an emergency, the CM/GC Contractor may perform such additional work as is reasonably required. Attention is directed is directed to GC4.2.1, Request for Change for notification and documentation requirements.

GC7.23 Indemnification

CM/GC Contractor shall defend, indemnify, and hold harmless the Peninsula Corridor Joint Powers Board, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, the San Mateo County Transit District, the Union Pacific Railroad Company, the Operating Railroad of Record and their respective directors, officers, employees and agents, and the successors and assigns of any of them (collectively referred to as "Indemnitees") from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including, but not limited to, personal injury or property damage, arising out of or resulting from allegations of (i) CM/GC Contractor’s negligent use of Owner's property or any negligent activities or Work performed hereunder by CM/GC Contractor; (ii) CM/GC Contractor’s negligent performance of the Work under the Contract; or (iii) CM/GC Contractor’s breach of any provision of the Contract. The duty of CM/GC Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The only exception to these provisions is that CM/GC Contractor’s obligations under this article will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees’ active negligence, sole negligence, willful misconduct, sole negligence or criminal acts. CM/GC Contractor waives any and all rights to any type of express or implied indemnity against Indemnitees. This indemnity shall survive termination or acceptance of the Contract.

Any person, firm or corporation that CM/GC Contractor authorizes to Work on Owner's property, including Subcontractors, shall be deemed to be an agent of the CM/GC Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of CM/GC Contractor's indemnity obligation described herein.

GC7.24 Independent CM/GC Contractor Status

The CM/GC Contractor shall independently perform the Work required by the Contract Documents and shall not be considered as an agent or employee of the Owner, nor shall the CM/GC Contractor's Subcontractors or employees be considered as agents of the Owner.

GC7.25 Gratuities and Conflict of Interest

The CM/GC Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, or services to representatives of the Owner, including the Engineer, other employees, agents, consulting engineers and architects, inspectors or testing agencies retained by the Owner. If it is found that the CM/GC Contractor has violated this condition, the Contract may be subject to termination for cause as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the CM/GC Contractor, the CM/GC Contractor shall not employ or compensate in any manner whatsoever, the Owner's Board members, Engineer, agents, representatives nor employees. Any exceptions to the employment or compensation to any of the above named parties must be made in writing by the Owner. If the CM/GC Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for cause.

GC7.26 Prohibited Interests

No member, officer or employee of the Owner during his tenure or for one year after that tenure shall have any interest, direct or indirect, in this Contract or proceeds under this Contract.

GC7.27 Third Party Rights and Claims

No conditions of the Contract Documents shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract Documents.

The Owner will provide timely notification to the CM/GC Contractor of the receipt of any third-party claim related to the Contract.

GC7.28 Personal Liability

The Owner's Board members, Engineer, agents, representatives, or employees shall not be personally responsible for any liability arising under or by virtue of this Contract

GC7.29 Publicity

The Owner reserves the right to review and approve all Owner-related copy prior to publication. The CM/GC Contractor agrees not to allow Owner-related copy to be published in the CM/GC Contractor's advertisements or public relations programs without prior approval from the Owner. The CM/GC Contractor agrees that published information on the Owner or the Owner's program shall be factual and shall in no way imply that the Owner endorses the CM/GC Contractor's firm, service, or product.

GC8 PROSECUTION AND PROGRESS

GC8.1 Commencement of Work

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. The Limited Notice to Proceed shall also include identification of the Resident Engineer and the delegated authority of this individual. The CM/GC Contractor is not authorized to perform any work until the CM/GC Contractor has received the Limited Notice to Proceed from the Owner. Should the CM/GC Contractor begin Work in advance of receiving the Limited Notice to Proceed, such Work shall be considered as having been done at the CM/GC Contractor's own risk and as a volunteer. Within five (5) days after the effective date of the Limited Notice to Proceed, the CM/GC Contractor shall commence the Work and shall diligently prosecute the same to completion within the Contract Time. Attention is directed to Section 01001, Contract Time and Order of Work.

GC8.2 Construction Schedule

Attention is directed to Section 01310, Schedules, for specific requirements concerning the Construction Schedule.

GC8.3 Delays and Extensions to the Work

The CM/GC Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Section 01001, Contract Time and Order of Work, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the CM/GC Contractor. Examples of such causes include acts of public enemy, fire, floods, adverse weather (in accordance with GC8.3.2, Adverse Weather Delays), tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, or acts or neglect of the Owner. In all cases, any extension of time is conditioned on the following:

(1) That the cause is not due, in whole or in part, to the fault or negligence of the CM/GC Contractor, and the CM/GC Contractor has taken reasonable precautions to prevent the delays and minimize the effects thereof; and

(2) That the CM/GC Contractor submits2a Request for Change pursuant to GC4.2.1 specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay; and

(3) That the requests for extensions of time are supported by a time impact analysis, showing the critical path of the Contract, as defined by the schedule, current at the time of the delay and the impacts to it, pursuant to Section 01310, Schedules.

If extensions of time are approved, they will be limited to the period equivalent to the actual number of days lost on the critical path of the Contract as defined by the schedule current at the time of the delay, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the CM/GC Contractor. Such time extensions will be non-compensable.

No extensions of time will be granted for delays that have no measurable impact on the completion of the Work (or parts thereof) under the Contract Documents. Failure to submit a written notice within the time specified in GC4.2.1 will constitute an absolute waiver of any claim for a time extension. CM/GC Contractor's failure to submit a time impact analysis as specified in Section 01310, Schedules, will also be sufficient cause for denial of any request for a time extension.

GC8.3.1 Shortage of Materials

No extension of time will be granted for a delay caused by a shortage of materials, unless the CM/GC Contractor furnishes to the Engineer documentary proof that the CM/GC Contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work site(s) and further proof, in the form of schedule data as required Section 01310, Schedules, that the inability to obtain such materials when originally planned did in fact cause a delay in Substantial Completion of a portion of the Work or the entire Work, which could not be compensated for by revising the sequence of the CM/GC Contractor's operations. Only conditions not in the control of the CM/GC Contractor which result in the physical shortage of materials will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

The term "shortage of materials," as used in this article, shall apply only to materials, articles, parts or equipment which are not custom items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

GC8.3.2 Adverse Weather Delays

Contract time extensions for weather delays will only be considered for such delays which impact activities on the critical path of the Contract as defined by the schedule current at the time of the delay. Such time extensions, if approved, will be non-compensable. Weather delays may consist of days lost to inclement weather conditions, days lost to dry out of exposed soil, or days lost to site clean-up due to inclement weather.

A weather delay day is defined as a day on which the CM/GC Contractor is prevented by inclement weather or conditions resulting immediately therefrom, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

The following table below lists the typical number of inclement weather days per month. Only days lost due to weather in a given month in excess of the number listed for that month will be considered for a time extension. Weather delay days are not cumulative from month to month. Time extensions for weather delays shall be requested by the CM/GC Contractor in accordance with GC8.3, Delays and Extensions to the Work.

Typical Number of Days of Inclement Weather

Month	No. of Days	Month	No. of Days
January	5	July	0
February	5	August	0
March	5	September	0
April	4	October	0
May	3	November	3
June	0	December	5

GC8.4 Liquidated Damages

In case all or any designated portion of the Work called for under the Contract does not achieve Interim Milestones, Substantial Completion, or Final Acceptance within the time set forth in the General Requirements, damage will be sustained by the Owner, and the CM/GC Contractor will pay to the Owner the sum set forth in the General Requirements for each and every day's delay in achieving Interim Milestones, Substantial Completion, or Final Acceptance in excess of the time specified in the General Requirements. The Owner may deduct the amount of liquidated damages from any monies due or that may become due the CM/GC Contractor under the Contract.

GC8.5 Rail Service Interruption

In addition to its obligation to pay Liquidated Damages, the CM/GC Contractor shall be assessed the sums specified herein for unauthorized delays to Owner's train operations caused by the CM/GC Contractor's construction operations. Unauthorized delays occur when the CM/GC Contractor's construction operations exceed the approved time period for such operations and as a consequence revenue passenger train(s) encounter a delay to their scheduled operations, or when the condition of the CM/GC Contractor's work does not meet the requirements of the Contract Documents and such conditions impacts ORR's ability to return track to service.

In the event of unauthorized delays the Owner may, at a minimum, incur the following types of damages:

(1) Additional train crew labor costs

(2) Additional Owner's inspection labor costs

(3) Costs of establishing Bus Bridges

(4) Lost passenger revenues

(5) Customer rebate costs.

CM/GC Contractor acknowledges and agrees that it is and will be impracticable and extremely difficult to ascertain and determine the actual amount of damages that the Owner will sustain in the event of and by reason of such delay.

The actual time of delay will be determined and recorded by the Owner's representative at the work site and shall only include that time that the CM/GC Contractor's actions or inactions result in a delay to the scheduled running time. The Owner representative will notify the CM/GC Contractor approximately 1 hour, ½ hour, and 5 minutes in advance of the start time for accrual of the assessments specified herein.

Assessments made pursuant to this Article will be made at a rate of $500 per minute of delay per train. The Owner will deduct the amount of assessments from any monies due or that may become due the CM/GC Contractor under the Contract.

GC8.6 Right-of-Way Delays

If performance of the CM/GC Contractor's Work is delayed as a result of the failure of the Owner to acquire or clear right-of-way, an extension of time determined pursuant to the conditions of GC8.3, Delays and Extensions to the Work, will be granted.

If, through the failure of the Owner to acquire or clear of encroachments the right-of-way as specified in the Contract Documents, the CM/GC Contractor sustains loss which could not have been avoided by the judicious handling of its Work, CM/GC Contractor will be

entitled to such amount as the Owner may find to be fair and reasonable for the CM/GC Contractor's actual loss which in the opinion of the Owner was unavoidable.

Compensation for actual loss shall be limited to idle time of equipment and necessary payments for idle time of personnel, cost of extra moving of equipment, and cost of longer hauls.

Compensation for equipment which is idle during the right-of-way delay period will be determined in the same manner as equipment brought on the work for the sole purpose of performing extra work in accordance with GC9.3, Time and Materials Payment except no markup will be added for overhead and profit. Idle equipment is considered to be operated for zero (0) hours per day and shall be compensated for the time listed in the table in GC9.3, Time and Materials Payment.

Compensation for idle time of personnel will be determined in accordance with GC9.3, Time and Materials Payment except no markup will be added for overhead and profit.

The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to GC4.2.2.1, Extra Work.

The days for which compensation will be paid will be each day of the work week defined in Section 01040, Work Hours and Track Access, during the existence of such delay.

GC8.7 Termination of Contract for Cause

An "Event of Default" (as referred to in this article) shall occur if the CM/GC Contractor:

(1) Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or

(2) Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or

(3) Persistently or repeatedly fails or refuses to supply sufficient properly skilled workmen or proper material to permit the performance of the Work in accordance with the Contract Documents; or

(4) Fails to make prompt payment to Subcontractors or Suppliers in accordance with the requirement of GC5.8.2, Payment to Subcontractors or respective agreements between the CM/GC Contractor and Subcontractor and CM/GC Contractor and Supplier; or

(5) Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or

(6) Abandons, assigns or sublets the Contract without approval of the Owner; or

(7) Becomes bankrupt or is subject to appointment of a receiver on behalf of CM/GC Contractor; or

(8) Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the Owner's reasonable belief that there has been an Event of Default by CM/GC Contractor, Owner will give the CM/GC Contractor written notice thereof. The CM/GC Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) days from CM/GC Contractor's receipt of Owner's written notice.

If the CM/GC Contractor does not timely cure its default, the Owner may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the Owner's election to terminate the Contract, or portion thereof, the Owner shall have the right to complete the Work, or the portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the Owner deems prudent. The Owner shall have the right to take possession of the CM/GC Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the CM/GC Contractor for the purpose of the Work, or a portion of them, without being responsible to the CM/GC Contractor for fair wear and tear. The CM/GC Contractor shall have no rights in such property during its use by the Owner. The Owner shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the Owner's sole judgment, best accomplish such completion expeditiously.

The expense of completing such Work or portion thereof, together with the cost of engineering, managerial and administrative services, as certified by the Owner, shall be charged to the CM/GC Contractor, and the expense so charged shall be deducted by the Owner out of such monies as may be due or may at any time thereafter become due to the CM/GC Contractor. In case such expense is more than the sum which otherwise would have been payable to the CM/GC Contractor under the Contract, then the CM/GC Contractor or its surety or sureties shall promptly pay the amount of such excess so due. If the Owner terminates the Contract under this article, the CM/GC Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The Owner will issue to the CM/GC Contractor and its Sureties a written notice specifying that the Contract, or portion thereof, is terminated for cause. Upon receipt of said written notice and, except as otherwise directed in writing by the Owner, the CM/GC Contractor shall:

(1) Stop all work under the Contract; or if partial termination, stop work relating to the terminated portion of the Contract;

(2) Perform work the Engineer deems necessary to secure the work site for termination including measures to leave the worksite in a safe condition.

(3) Remove equipment pertaining to terminated portion of the Work from the site of Work, as specified by the Engineer;

(4) Take such action as is reasonably necessary to protect materials from damage.

(5) Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Owner;

(6) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet delivered or used in the Work, including its storage location, and such other information as the Engineer may request;

(7) Dispose of materials not used in the Work as directed by the Engineer. It shall be the CM/GC Contractor's responsibility to provide the Owner with good title to all materials purchased by the Owner hereunder, including materials for which partial payment has been made by Owner and with bills of sale or other documents of title for such materials;

(8) Subject to the prior written approval of the Owner, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Owner, the CM/GC Contractor shall assign to the Owner all rights, title and interests of the CM/GC Contractor under subcontracts or orders for materials terminated hereunder. Owner shall be at liberty to negotiate with and engage any Subcontractors or Suppliers who had contracted with CM/GC Contractor for the Work;

(9) Furnish the Owner with the documentation required to be furnished by the CM/GC Contractor under the conditions of the Contract Documents, including, on projects as to which federal funds are involved, all documentation required under the federal requirements included in the Contract; and

(10) Take such other actions as the Owner may direct.

If only a portion of the Work has been terminated, CM/GC Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with Owner or others in their performance and completion of the portion of the Work which was terminated.

Owner may recover from CM/GC Contractor the amount of any loss or damage suffered or incurred as a result of CM/GC Contractor’s default.

GC8.8 Termination for Convenience of the Owner

The Owner may terminate the Contract, in whole or in part, at any time and for any reason, whenever the Owner shall determine that such termination is in the best interests of the Owner. Any termination which is not based on the circumstances set forth in GC8.7,

Termination of Contract for Cause, shall be effected by delivery to the CM/GC Contractor of a notice of termination for convenience specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. In such event, CM/GC Contractor shall be paid for all actual substantiated direct costs of materials furnished and Work performed up to the date of termination and such additional compensation as the Owner deems proper and reasonable to effect termination.

Upon CM/GC Contractor's receipt of a written notice of termination for convenience, the CM/GC Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in GC8.7, Termination of Contract for Cause.

In the event that the Owner terminates this Contract under GC8.7, Termination of Contract for Cause, and it is determined for any reason that there was not sufficient cause to do so, the Owner's termination automatically will convert to a termination for convenience under this article and the terms and conditions outlined in this article automatically will be applied to effectuate the Contract termination. Thus, damages to which a CM/GC Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this article.

GC8.9 Temporary Suspension of Work

The Owner reserves the right to stop or suspend all or any portion of the Work for such period as the Owner deems necessary. The CM/GC Contractor shall comply immediately with the written order of the Engineer to suspend the Work wholly or in part. CM/GC Contractor shall resume Work when ordered to do so by the Engineer.

If the suspension is the result of some failure on the part of the CM/GC Contractor, CM/GC Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price.

If the Engineer, or his authorized representative, believes that conduct or continuation of the Work poses a clear and imminent danger to health or safety, the Engineer may, in writing, order the CM/GC Contractor to stop the Work, or any portion thereof, until the cause for the order has been eliminated. CM/GC Contractor shall act promptly to correct conditions which caused the order. There will be no extra payment for Work required to correct conditions. Owner reserves the right to have other forces perform work to correct conditions at CM/GC Contractor’s expense.

The right of the Owner to stop or suspend the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the CM/GC Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of Owner’s other rights under the Contract Documents. The Owner’s right to stop or suspend the Work shall not relieve the CM/GC Contractor of any of its responsibilities under or pursuant to the Contract Documents.

GC8.10 Suspension

If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the CM/GC Contractor believes that additional compensation or contract time or additional compensation and contract time is due as a result of such suspension or delay, the CM/GC Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the Engineer will evaluate the CM/GC Contractor's request. If the Engineer agrees that the cost or time required for performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the CM/GC Contractor, its Suppliers, or Subcontractors at any tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the CM/GC Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract price adjustment will be allowed unless the CM/GC Contractor has submitted the request within the time prescribed.

No contract price adjustment will be allowed under the conditions specified in this article to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

Any contract price adjustment warranted due to suspension of work ordered by the Engineer will be made in the same manner as provided for right-of-way delays in GC8.6, Right-of-Way Delays.

In the event of a suspension of work under any of the conditions set forth in this article, such suspension of work shall not relieve the CM/GC Contractor of its responsibilities under the Contract.

GC8.11 Final Acceptance of the Work

Final Acceptance of the Work shall be pursuant to General Requirements, Section 01700, Contract Closeout.

GC9 PAYMENT, RECORDS AND CLAIMS

GC9.1 Scope of Payment

In consideration for the satisfactory performance of Work under the Contract Documents, Owner shall pay CM/GC Contractor the Contract Price identified in the Contract. The Contract Price may not be changed except as specified in the Contract Documents.

No payment will be made for:

(1) Work performed or materials placed outside of limits of Work as indicated in the Contract Documents or otherwise established by the Engineer.

(2) Materials wasted, used or disposed of in a manner not prescribed under the Contract.

(3) Rejected materials by reason of the failure of the CM/GC Contractor to conform to the conditions of the Contract, including material rejected after it has been installed or placed.

(4) Hauling and disposing of rejected materials.

(5) Material remaining on hand after completion of the Work.

(6) Material not unloaded from the transporting vehicle.

(7) Retesting costs where to ensure compliance with the requirements of the Contract.

(8) Unauthorized work in accordance with GC5.11.2, Unauthorized Work.

The Contract Proposal Item unit price paid for each contract bid item at the unit of measurement indicated provides full compensation for furnishing the supervision, labor, materials, tools and equipment, utilities, services and incidentals and all other items of whatever nature required to complete the Work covered by the Contract Documents including overhead, profit, and all other expenses involved.

If the payment clause in the Contract Documents relating to any contract bid item unit price in the Schedule of Proposal Prices requires that said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured nor paid for under any other contract bid item which may appear elsewhere in the Contract Documents.

No separate payment will be made for Work required by the Contract Documents for which payment is not specifically designated under a contract bid item of work. Full compensation for complying with requirements and performing work other than work specifically provided for under contract bid items shall be considered included in the prices paid for the various contract bid items included in the CM/GC Contractor's Proposal.

GC9.2 Basis for Payment

Refer to Section GC9.4, Progress Payments.

GC9.3 Time and Materials Payment

When Work performed pursuant to a Contract Change Order is to be paid for on a Time and Materials basis, the CM/GC Contractor's labor, materials and equipment used in the performance of such Work will be subject to the approval of the Engineer, and the

compensation will be determined as set forth in this article. To the extent that a Contract Change Order calls for the CM/GC Contractor to perform work on a Time and Materials basis, the CM/GC Contractor shall separately account for such work. All other work in progress shall be kept separate and distinct for accounting and payment purposes. Moreover, CM/GC Contractor shall schedule work to be compensated on a Time and Materials basis with the concurrence of the Engineer, providing a minimum of a 24-hour advance notice of scheduling the work.

GC9.3.1 Work Performed by CM/GC Contractor

The CM/GC Contractor will be paid the direct costs for labor, materials and equipment used in performing the Work determined as hereinafter provided.

To the total of the direct costs of work performed by CM/GC Contractor's own forces, computed as provided in GC9.3.1.1, Labor, GC9.3.1.2, Materials and GC9.3.1.3, Equipment, there will be added a markup of 20 percent to the cost of labor, 15 percent to the cost of materials, 15 percent to the cost of CM/GC Contractor-owned equipment, and 5 percent to the cost of rented equipment.

When work paid for on a Time and Materials basis is performed by forces other than the CM/GC Contractor's own forces, the CM/GC Contractor's maximum mark-up for its own account shall be 5% of the Subcontractors' direct costs before mark-up of the Subcontractors' direct costs. The Owner will not make any additional payment for Time and Materials mark-ups by Subcontractors for the performance of the Time and Materials work by subtier Subcontractors.

To the total of the direct costs of work performed by Subcontractors of any tier, the maximum allowable mark-ups for the Subcontractors' costs shall be 20% to the cost of labor, 15% to the cost of materials, 15% to the cost of owned equipment, and 5% to the cost of rented equipment.

The above markups shall constitute full compensation, covering the costs of all supervision, overhead, profit and any other general expense not specifically designated as a direct cost in GC9.3.1.1, Labor, GC9.3.1.2, Materials and GC9.3.1.3, Equipment. The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefore.

GC9.3.1.1 Labor

The CM/GC Contractor will be paid the cost of labor for the workmen used in the actual and direct performance of the Work. All labor costs associated with overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the above mark-ups. The cost of labor, whether the employer is the CM/GC Contractor, Subcontractor or other forces, will be the sum of the following:

(1) Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation and similar purposes.

(2) Labor Surcharge. To the actual wages, as defined in (1) above, will be added a labor surcharge set forth in the California Department of Transportation ("Caltrans") publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. Said labor surcharge shall constitute full compensation for all payments imposed by state and federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in (1) above and subsistence and travel allowance as specified in (3) below.

(3) Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workmen as prescribed under prevailing wage agreements.

The charges for labor shall include all classifications up to foreman and shall include foreman when authorized by the Engineer and when foreman is engaged in the actual and direct performance of the Work. Labor changes shall not include charges for general foreman, assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics, all of which are included in the authorized markups specified in GC9.3.1, Work Performed by the CM/GC Contractor.

GC9.3.1.2 Materials

The Owner reserves the right to furnish such materials as it deems advisable, and the CM/GC Contractor shall have no claims for costs and markup on such materials. Only materials furnished by the CM/GC Contractor and necessarily used in the performance of the Work will be paid for by the Owner. The cost of such materials will be the cost to the purchaser, whether CM/GC Contractor, Subcontractor or other forces, from the Supplier thereof, except as the following are applicable:

(1) If a cash or trade discount by the actual Supplier is offered or available to the purchaser, it shall be credited to the Owner notwithstanding the fact that such discount may not have been taken.

(2) If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual Supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual Supplier as determined by the Engineer plus the actual costs, if any, incurred in the handling of such materials.

(3) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source for this Contract or the current wholesale price for such materials delivered to the job site, less any discounts as provided in (1) above, whichever is lower.

(4) If the cost of such materials is, in the opinion of the Engineer, excessive, then the cost of such material shall be deemed to be the lowest current wholesale price at

which such materials were available in the quantities concerned delivered to the job site, less any discounts as provided in (1) above.

(5) If the CM/GC Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof within 60 days after the date of delivery of the materials or within 10 days after Final Acceptance, whichever occurs first, the Engineer reserves the right to establish the cost of such materials at the lowest current wholesale prices at which such materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in (1) above.

GC9.3.1.3 Equipment

The CM/GC Contractor will be paid for the use of equipment at rental rates established in accordance with this article and approved by the Engineer regardless of ownership and any rental or other agreement for the use of such equipment entered into by the CM/GC Contractor. For equipment for which a rental rate is listed in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, the rates listed in the publication in effect on the date upon which the work is accomplished shall apply. For equipment for which a rental rate is not listed in the Labor Surcharge and Equipment Rental Rates publication, the Engineer will establish the rental rate for each piece of equipment. In determining a suitable rental rate for equipment, the Engineer shall take into consideration the applicable rates in the Rental Rate Blue Book for Construction Equipment, and other available industry data. The CM/GC Contractor may furnish any cost data which might assist the Engineer in the establishment of the rental rate.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, ownership, depreciation, storage, insurance and all incidentals.

Operators of rented equipment will be paid for as provided in GC9.3.1.1, Labor.

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used. Prior to beginning work to be compensated on a time and materials basis, the Engineer and CM/GC Contractor shall agree on all equipment to be used for the work.

Individual pieces of equipment or tools not listed in the Labor Surcharge and Equipment Rental Rates publication, and having a replacement value of $1,000 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

No payment will be made for the time during which equipment is inoperative due to breakdown, servicing or repair, or is not functioning according to the manufacturer’s performance standards, or is not being operated by a qualified operator.

The rental time to be paid for the use of equipment already located on the project site shall be the time the equipment is in operation on the work to be compensated on a Time

and Materials basis. Additionally, the rental time to be paid shall include the time required to move the equipment to the location of the extra work and return it to its original location on the project site or to another location requiring no more time than that required to return it to its original location.

In computing the rental time for equipment already at the project site, when hourly rates are established, less than 30 minutes of operation shall be considered to be a half hour of operation. When daily rates are listed or established, less than 4 hours of operation shall be considered to be a half day of operation.

For the use of equipment not already located on the project site that is moved in on the Work and used exclusively for extra work to be paid for on a Time and Materials basis, the CM/GC Contractor will be paid at the rental rates established and for the time the equipment is present on the site for the purpose of performing work at Time and Materials basis as calculated in accordance with this article.

The cost of transporting the equipment to the location of the work and its return to its original location will be paid by the Owner in accordance with the following conditions. The original location of the equipment to be hauled to the location of the work will be agreed to by the Engineer in advance. The Owner will pay the costs of loading and unloading such equipment. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers. The cost of transporting equipment shall not exceed the applicable minimum established rates of the California Public Utilities Commission.

The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day of the work week (defined elsewhere in the Contract Documents) that the equipment is at the site of the extra work, excluding legal holidays, unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Engineer directs the CM/GC Contractor to discontinue the use of such equipment.

The rental time to be paid per day during the rental period will be in accordance with the following:

Hours Equipment is in Operation	Hours to be paid	Hours Equipment is in Operation	Hours to be paid
0	4	4.5	6.25
0.5	4.25	5	6.5
1	4.5	5.5	6.75
1.5	4.75	6	7

Hours Equipment is in Operation	Hours to be paid	Hours Equipment is in Operation	Hours to be paid
2	5	6.5	7.25
2.5	5.25	7	7.5
3	5.5	7.5	7.75
3.5	5.75	8	8
4	6	Over 8	hours in operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, equipment operated less than thirty (30) minutes shall be considered to be one-half (1/2) hour of operation charged accordingly.

When daily rates are listed, payment for a half day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

Should the CM/GC Contractor desire the return of the equipment to a location other than its original location, the Owner will pay the cost of transportation in accordance with the above conditions; provided such payment shall not exceed the cost of moving the equipment to the Work.

Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the Work in any other way than upon extra work paid for on a Time and Materials basis.

When extra work, other than work specifically designated as extra work in the Contract Documents, is to be paid for on a Time and Materials basis and the Engineer determines that such extra work requires the CM/GC Contractor to move on to the work site equipment which could not reasonably have been expected to be needed in the performance of the Contract, the Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed in the Labor Surcharge and Equipment Rental Rates publication as applicable for the use of such equipment subject to the following conditions:

(1) The Engineer shall specifically approve the necessity for the use of particular equipment on such Work,

(2) The CM/GC Contractor shall establish to the satisfaction of the Engineer that such equipment cannot be obtained from its normal equipment source or sources and those of its Subcontractors,

(3) The CM/GC Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for such equipment from its proposed source is reasonable and appropriate for the expected period of use.

(4) The Engineer shall approve the equipment source and the equipment rental rate to be paid by the Owner before the CM/GC Contractor begins Work involving the use of said equipment.

GC9.3.2 Work Performed by Special Forces or Other Special Services

When the Engineer and the CM/GC Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the CM/GC Contractor or those of any of its Subcontractors, such service or extra work item may be performed by a specialist. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, materials and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a CM/GC Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

To the specialist invoice price, less a credit to the Owner for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in GC9.3.1, Work Performed by CM/GC Contractor.

GC9.3.3 Cost Accounting Records

The CM/GC Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following categories of cost of work during the life of the contract:

(1) Direct costs of contract item work

(2) Direct costs of work performed in conformance with GC4.2.1. Request for Change

(3) Direct costs of extra work in conformance with GC4.2.2.1, Extra Work

(4) Indirect costs of overhead

From the above records, the CM/GC Contractor shall furnish the Engineer completed daily extra work reports, on forms furnished by the Engineer, for each day's extra work to be paid for on a Time and Materials basis. The daily extra work reports shall itemize the materials, labor and equipment used, and shall indicate the direct cost of labor and materials, and the charges for equipment rental, whether furnished by the CM/GC Contractor, Subcontractor, or other forces, except for charges incurred for specialist work as described in GC9.3.2, Work Performed by Special Forces or Other Special Services, for which invoices shall be attached. The daily extra work reports shall provide names and classifications of workmen, the hourly rate of pay and hours worked, and the size, type and identification number of equipment, and hours operated.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports. Should said vendor's invoices not be submitted within 60 days after the date of delivery of the material or within 10 days after Final Acceptance, whichever occurs first, the Engineer reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities concerned delivered to the location of work less any discounts as provided in GC9.3.1.2, Materials.

The CM/GC Contractor or its authorized representative shall sign said daily extra work reports before submitting to the Engineer. The Engineer will compare his records with the completed daily extra work reports furnished by the CM/GC Contractor. Once approved and signed by the Engineer, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the Owner.

The CM/GC Contractor's cost accounting records shall be maintained separately from other contracts and open to inspection or audit by representatives of the Owner, during the life of the Contract and for a period of not less than 3 years after the date of Final Payment, and the CM/GC Contractor shall retain such records for that period. If the CM/GC Contractor intends to file claims against the Owner, the CM/GC Contractor shall keep the cost accounting records until complete resolution of all claims has been reached. Where payment for materials or labor is based on the cost thereof to forces other than the CM/GC Contractor, the CM/GC Contractor shall make every reasonable effort to ensure that the cost records of such other forces will be open to inspection and audit by representatives of the Owner on the same terms and conditions as the cost records of the CM/GC Contractor. If an audit is to be commenced more than 60 days after the date of Final Payment of the Contract, the CM/GC Contractor will be given a reasonable notice of the time when such audit is to begin.

GC9.4 Progress Payments

Subject to the conditions of the Contract Documents monthly progress payments will be made to the CM/GC Contractor.

On a monthly basis, CM/GC Contractor shall submit Applications for Progress Payment in the form required by the Engineer. Submit the original and two copies of the Application

for Progress Payment and all supporting documentation. CM/GC Contractor's applications shall be based on the contract bid item units prices and on the approved Schedule of Values for items paid by lump sum as described in Section GC 9.4.3, Schedule of Values for Lump Sum Work, and will reflect the dollar value of the actual percentage of Work completed during the month. The CM/GC Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the Engineer, CM/GC Contractor shall submit receipts, invoices and other documentation that the Engineer requires to be furnished for purpose of evaluating the application.

Certified payrolls shall be submitted as part of Applications for Progress Payment to the Engineer as described in Appendix G: Labor Code Requirements.

Progress Schedule shall be submitted as part of Applications for Progress Payment in accordance with Section 01310, Schedules.

GC9.4.1 Materials on Hand

For materials or equipment not yet incorporated in the Work, the Owner may, upon CM/GC Contractor's request, make partial payment toward such items provided that such materials and equipment are purchased, delivered and suitably stored by the CM/GC Contractor at the work site, or at a location agreeable to the Engineer which is within 50 miles of the work site.

Such storage by the CM/GC Contractor shall be on behalf of the Owner and the Owner shall at all times be entitled to the possession of such materials. CM/GC Contractor shall be solely responsible for protection and insurance of such materials and equipment until they are incorporated into the Work. The CM/GC Contractor is required to provide acceptable proof of insurance of these materials to the Engineer prior to requesting payment for the materials. The CM/GC Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

CM/GC Contractor's request for partial payment for materials or equipment on hand shall be submitted as part of the monthly Application for Progress Payment and shall include invoices and supporting documentation to substantiate the value of the material or equipment for which partial payment is requested. Per California Public Contract Code Section 9203, the owner will retain 5% of the value for these materials from its progress payment to the CM/GC Contractor.

GC9.4.2 Deductions

Pursuant to Public Contract Code Section 20104.50, Owner will pay CM/GC Contractor within thirty (30) days of its receipt of an undisputed, properly submitted and Engineer-approved Application for Payment, using the Engineer-furnished form, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) days of receipt of CM/GC Contractor's Application for Payment, Engineer will determine whether it complies with the conditions of the Contract Documents. If necessary, Engineer will return the application to the CM/GC Contractor accompanied by

a document prepared by Engineer setting forth the reasons for the rejection. Thereafter, CM/GC Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The Engineer may deduct the following from each progress payment:

(1) An amount equal to 125% of the amount claimed under any stop notice or other lien filed against the CM/GC Contractor, which includes an amount to provide for the reasonable cost of any litigation thereunder.

(2) Any liquidated damages or assessments that have accrued as of the date of the application for payment.

(3) Any sums expended by the Owner in performing any of the CM/GC Contractor's obligations under the Contract that the CM/GC Contractor has failed to perform.

(4) Any other sums that the Owner is entitled to recover from the CM/GC Contractor under the terms of the Contract including damage to Owner property.

The failure of the Engineer to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the Owner's right to such sums.

GC9.4.3 Schedule of Values for Lump Sum Work

At the Pre-construction Meeting or within seven (7) days after the effective date of the Limited Notice to Proceed, and in any event prior to the CM/GC Contractor's first Application for Progress Payment, CM/GC Contractor shall submit to the Engineer a detailed Schedule of Values for all contract bid items to be paid by lump sum including Alternate Proposal Items selected by the Owner in accordance with the Schedule of Proposal Prices. Said Schedule of Values will be subject to the Engineer's approval. The schedule shall be of such form and in such detail as required by the Engineer, showing fixed definable and measurable quantities where possible and unit prices therefore as developed and assigned by the CM/GC Contractor to the different features of the work and major subdivisions thereof. Each item of the Schedule of Values shall include its proportionate share of overhead, profit, and all other expenses involved. The summation of extensions of quantities and unit prices and related costs shall equal the amount of the lump sum price of the applicable contract bid item indicated in the Schedule of Proposal Prices.

The CM/GC Contractor shall be responsible for the accuracy of the quantities and values used in the Schedule of Values. No adjustment in compensation will be made due to differences between the quantities shown in the Schedule of Values furnished by the CM/GC Contractor and the quantities required to complete the work as shown on the Contract Drawings and as specified in these Contract Documents. In no event other than as in accordance with GC4.2, Changes, will payment to the CM/GC Contractor be greater than the lump sum bid item price.

Upon approval by the Engineer, the Schedule of Values will form a basis for determining the compensation payable to CM/GC Contractor based on actual progress of Work, in accordance with the approved progress schedule, with respect to each contract bid item to be paid by lump sum. No progress payment for contract bid items to be paid by lump sum shall be made without an approved Schedule of Values.

At the Engineer's discretion the approved Schedule of Values may be used as the basis for calculating an adjustment in compensation for a lump sum bid item due to changes ordered by the Engineer.

GC9.4.3.1 Allowances

The CM/GC Contractor is entitled to payment on an allowance item only to the extent that the Owner authorizes the CM/GC Contractor to perform work under a particular allowance item. Allowances are not CM/GC Contractor contingency. Rather, allowances are solely for the use of the Owner in the efficient administration of the Contract.

The method of payment against a particular allowance item will be established by the Owner at the time of authorization of work under it. Absent Owner authorization to perform work under an allowance, the CM/GC Contractor shall have no rights to any payment against an allowance amount. All allowance amounts included in the Contract Price and not authorized for payment by the Agency shall accrue to the Owner in their entirety.

GC9.4.3.2 Unit Priced Items

The CM/GC Contractor is entitled to be paid on unit priced items only to the extent of actual quantities of work performed. Payment shall be at the CM/GC Contractor’s bid unit rate. For payment, the CM/GC Contractor shall submit to the Engineer certified quantity amounts with supporting backup documentation as part of its monthly progress payment. Owner shall have the right to accept or reject the payment request following Owner’s independent verification of actual quantity of units.

Each unit price on the Schedule of Proposal Prices shall include an amount considered by the CM/GC Contractor to cover CM/GC Contractor’s markup for overhead and profit as defined in GC9.3.1

The CM/GC Contractor and Owner agree that bid unit prices are binding for all unit work so long as the actual quantity of work performed is within plus or minus 25% of the estimated quantities indicated on the Proposal Form. In the event actual quantities are over or under the indicated quantities on the Proposal Form by more than 25%, the CM/GC Contractor or Owner is entitled to negotiate a different unit price for costs to perform only the quantity of work over 125% or under 75% of the indicated quantities on the Proposal Form.

GC9.4.3.3 Contract Closeout

For unit priced items, the Owner will execute a final reconciliation deductive or additive Change Order, based on the actual final quantities installed and accepted by the Owner, to adjust the final Contract price. If a deductive Change Order is executed, 100% of the cost savings in the unit priced bid item shall accrue to the Owner.

For allowance items, the Owner will execute a final reconciliation deductive or additive Change Order, based on the actual allowance amounts authorized for expenditure by the Owner, to adjust the final Contract price. If a deductive Change Order is executed, 100% of the cost savings in the allowance bid item shall accrue to the Owner.

GC9.5 Retention on Progress Payments

From each progress payment, five percent (5%) will be deducted and held in retention by the Engineer. The remainder less any other deductions taken in accordance with this article will be paid to the CM/GC Contractor as progress payments.

GC9.5.1 Release of Retention

Pursuant to the conditions of Section 01700, Contract Closeout, the Engineer will release the amount retained within 60 days of filing a Notice of Completion.

Release of retention after 50-percent of the work has been completed may be approved by the Board of Directors.

GC9.5.2 Securities in Lieu of Retention

Pursuant to Public Contract Code Section 22300, the successful Proposer may submit Securities in lieu of retention payments by the Owner. Upon CM/GC Contractor's request, Owner will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if CM/GC Contractor deposits in escrow with Owner or with a bank acceptable to Owner, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CM/GC Contractor and Owner, upon the following conditions:

(1) CM/GC Contractor shall bear the expenses of Owner and the escrow agent in connection with the escrow deposit made.

(2) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CM/GC Contractor pursuant to this article.

(3) CM/GC Contractor shall enter into an escrow agreement satisfactory to Owner, which agreement shall be substantially similar to the form provided in California Public Contract Code Section 22300.

(4) CM/GC Contractor shall obtain the written consent of the surety to such agreement.

GC9.6 Title

Title to Work for which progress or partial payments have been made shall pass to the Owner at the time of payment. To the extent that title has not previously been vested in the Owner by reason of progress or partial payments, full title shall pass to the Owner at time of delivery or acceptance by the Owner. Work to which the Owner has received title by reason of progress payments shall be segregated from other CM/GC Contractor and Subcontractor materials related to the Work and clearly identified as Owner property.

The title transferred as above shall in each case be good and free and clear from any and all security interests, liens, and other encumbrances. The CM/GC Contractor shall not pledge or otherwise encumber any item in any manner that would result in any lien, security interest, charge, or claim against said items.

The transfer of title as specified above shall not be deemed as an acceptance of the Work by the Owner, nor relieve the CM/GC Contractor from its obligation to perform the Work in accordance with the Contract Documents. CM/GC Contractor shall still be obligated to protect the work from damage until Owner's acceptance of work.

GC9.7 Delay Compensation Claims

Any CM/GC Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the CM/GC Contractor has fulfilled each of the following three (3) requirements:

(1) CM/GC Contractor has established its entitlement to a time extension pursuant to the GC8.3, Delays and Extensions to the Work regarding delay and extensions to the Work.

(2) The delay was caused solely by the Owner, by Owner's issuance of changes made pursuant to the conditions of GC4.2, Changes, or by acts of neglect of the Owner.

(3) The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the Owner will be non-compensable when there are concurrent delays caused by the CM/GC Contractor. Also, CM/GC Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, acts of public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes.

In the event that the CM/GC Contractor submits a claim for additional costs associated with overhead, the CM/GC Contractor shall, within 60 calendar days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an

independent Certified Public Accountant of the CM/GC Contractor's actual unanticipated overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the CM/GC Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the Work, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead:

(1) Are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31; and

(2) Are adequately supported by reliable documentation; and

(3) Related solely to the project under examination.

Upon the Engineer's written request, the CM/GC Contractor shall make its financial records available for audit by the Owner for the purpose of verifying the actual rate of overhead specified in the audit submitted by the CM/GC Contractor. The overhead specified in the audit, submitted by the CM/GC Contractor, will be subject to approval by the Owner.

GC9.8 Final Payment and Claims

Final payment will be made only after CM/GC Contractor has achieved Final Acceptance of the Work pursuant to the conditions of Section 01700, Contract Closeout of the General Requirements.

GC9.8.1 Proposed Final Invoice

Within thirty-five (35) days of the date of the Notice of Final Acceptance, the CM/GC Contractor shall prepare and submit a proposed Final Invoice, showing the proposed total amount due the CM/GC Contractor, segregated by activity cost and including, Change Order, outstanding claims, and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Final Invoice.

CM/GC Contractor shall submit claims including all required claims documentation including the notarized certificate required pursuant to the California False Claims Act, Government Code 12650 – 12655 with CM/GC Contractor's proposed Final Invoice; if there are no such claims, CM/GC Contractor shall include a statement that there are no outstanding claims regarding the Work. The Owner shall consider no claim filed with the proposed Final Invoice unless the CM/GC Contractor has fully complied with the conditions of GC4.2.1, Request for Change, GC4.2.9, Protest Procedure and GC9.7, Delay Compensation Claims

Within thirty (30) days of receipt, the Engineer will review the CM/GC Contractor's proposed Final Invoice. If the Engineer has no exceptions to the proposed Final Invoice and there are no outstanding claims, the Engineer will approve the Final Invoice and proceed with Final Payment in accordance with GC9.8.2 Final Payment.

If the Engineer takes exception to the proposed Final Invoice but there are no outstanding claims, the changes or corrections as determined by the Engineer will be forwarded to the CM/GC Contractor. If the CM/GC Contractor accepts the changes or corrections, within ten (10) days after receipt the CM/GC Contractor shall submit a revised proposed Final Invoice incorporating changes or corrections made by the Engineer. Upon approval by the Engineer, the corrected proposed Final Invoice will become the approved Final Invoice. The Owner will pay the entire sum found due on the approved Final Invoice in accordance with GC9.8.2, Final Payment. If the CM/GC Contractor does not accept the changes or corrections, within ten (10) days after receipt the CM/GC Contractor shall submit a revised proposed Final Invoice incorporating changes or corrections made by the Engineer together with any new claims resulting therefrom. Claims resolution will proceed in accordance with GC9.9, Public Contract Code Claim Procedure.

If the CM/GC Contractor submits claims with the proposed Final Invoice or revised proposed Final Invoice, then upon final determination of all CM/GC Contractor claims, the Owner will pay the sum found due upon the Final Invoice, including the amount, if any, allowed on claims, in accordance with GC9.8.2, Final Payment.

GC9.8.2 Final Payment

Before final payment can be made, the CM/GC Contractor shall release and waive any and all claims against the Owner arising from the Work under and in connection with the Agreement. The release will be in a form furnished by the Engineer and shall be accompanied by a certification by the CM/GC Contractor that:

(1) All warranties and guarantees are in full force and effect; and

(2) The release and certification will survive Final Payment.

Final payment will be made within 30 days after approval of the Final Invoice by the Engineer, submittal of release form by the CM/GC Contractor and resolution of all CM/GC Contractor claims whichever is later, and in no event sooner than 65 days after Notice of Final Acceptance. If an approved Final Invoice has not been submitted within 60 days after Notice of Final Acceptance, the Owner may elect to make payment of sums not in dispute without prejudice to the right of either the Owner or the CM/GC Contractor in connection with such disputed sums.

The Owner will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9000 et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

The making of final payment shall not operate to release the CM/GC Contractor or its sureties from obligations arising under this Contract, the Contract bonds and warranties

as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the Owner arising from

(1) Unsettled or stop notices,

(2) Failure of the Work to comply with the requirements of the Contract Documents,

(3) The terms of any warranties required by or contained in the Contract Documents,

(4) The right to any insurance proceeds or the right to make any insurance or bond claims,

(5) Any claims with respect to CM/GC Contractor's obligation of indemnity with respect to claims, asserted by third parties, or

(6) Any latent deficiencies with the Work or CM/GC Contractor's fraud.

GC9.9 Public Contract Code Claim Procedure

Compliance with all change order procedures, including protest procedures, and request for changes set forth in GC4.2, is a prerequisite to filing a Public Contract Code Claim pursuant to GC9.9. Claims must be submitted no later than (a) 30 days after Change Order negotiations and procedures are complete pursuant to GC4.2.9; (b) 30 days after NOPC negotiations and procedures are complete pursuant to GC4.2.10.5; or (c) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, a CM/GC Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the Owner; (b) payment by the Owner of money or damages arising from work done by, or on behalf of, the CM/GC Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the CM/GC Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the Owner.

The CM/GC Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the CM/GC Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that CM/GC Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the CM/GC Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the CM/GC Contractor

to provide sufficient documentation will result in denial of the claim. The Owner reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the Owner will conduct a reasonable review and provide a written statement to the CM/GC Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The Owner and CM/GC Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the Owner must make payment within 60 days of its issuance of the written statement.

If the CM/GC Contractor disputes the Owner's written statement, or if the Owner fails to respond, the CM/GC Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The Owner will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the Owner will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, CM/GC Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the Owner or the CM/GC Contractor may request a trial de novo.

END OF GENERAL CONDITIONS

PART 5 - SUPPLEMENTAL GENERAL CONDITIONS

This Document amends, deletes, and/or modifies provisions of Appendix E: Construction Phase Amendment (Part 4 - General Conditions), as specified herein. All provisions that are not so modified shall remain in full force and effect.

The following Sub-Articles are added to Appendix E: Construction Phase Amendment (Part 4 - General Conditions), as follows:

1.01 GC 1.3 Definitions and Terms

Schedule of Proposal Prices: Same as Proposal Price Form.

1.02 GC5.8.4 Subcontracts

CM/GC Contractor shall submit copies of all subcontract Agreements, in full, to the Office of Civil Rights.

1.03 GC5.14.1 Beneficial versus Owner Occupancy

Owner Occupancy as set forth in GC5.16.1 does not constitute and shall not be considered Beneficial Occupancy as described in GC5.14.

1.04 GC4.2.8.4 Price Escalation/De-Escalation for Fuel, Asphalt, and Steel

The CM/GC Contractor may opt into the price escalation/de-escalation program for fuel, asphalt, and/or steel. The CM/GC Contractor may participate in some or all the price escalation/de- escalation program or may choose not to participate in the program. For fuel and steel, the only Proposal Items that are eligible for price escalation/de-escalation are provided below ("Pay Items"). If the CM/GC Contractor desires to participate in the price escalation/de-escalation program, the CM/GC Contractor must notify the Project Manager in writing of its intent to do so within seven (7) Calendar Days after the date of the Limited Notice to Proceed. For fuel and steel price adjustments, the CM/GC Contractor must identify which Pay Items are subject to the program. If the CM/GC Contractor elects to not participate in the price escalation/de-escalation program for the Project, no response from the CM/GC Contractor is required. If the CM/GC Contractor fails to inform the Project Manager of Pay Items to include in the price escalation/de-escalation program in the manner and within the time limits stated above (or the CM/GC Contractor otherwise elects not to participate in the program), the CM/GC Contractor hereby agrees not to participate in the program and forfeits all present and future rights to participate in the program for this Project.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under GC8.10, Suspension, and its rights for termination of the Contract under GC8.8, Termination for Convenience of the Owner. The parties agree that this price escalation/de-escalation provision does not limit those rights. Except as inconsistent with the following provisions, the Agency will make payment adjustments due to price index fluctuations for changed quantities under GC4.2.8.1, Increased or Decreased Quantities. If the adjustment is a decrease in payment, the Agency shall deduct the amount from the monthly progress payment.

If the CM/GC Contractor opts into the price escalation/de-escalation program, the following provisions apply:

A. Payment Adjustments for Fuel Cost Price Escalation/De-Escalation

A fuel escalation/de-escalation clause will be in effect during the life of the Contract. A fuel price adjustment for fluctuations in the cost of fuel will apply only to the major fuel usage Pay Items identified below and individually selected by the CM/GC Contractor.

The fuel adjustment factor will be determined each month as follows:

If the WRGDP is within ± 25% of the Base, there will be no adjustment. If the WRGDP is more than 125% of the Base, then:

Fuel Price Adjustment Factor = (WRGDP) - (1.25 x Base)

If the WRGDP is less than 75% of the Base, then:

Fuel Price Adjustment Factor = (WRGDP) - (0.75 x Base)

A fuel price adjustment for fluctuations in the cost of fuel will apply only to the major fuel usage Pay Items shown in the following list and at the respective fuel factors listed:

Item			Fuel Factor
20	02300-01	RAIL EXCAVATION	0.29 Gal//CY
21	02300-02	RAIL EMBANKMENT	0.29 Gal//CY
22	02300-03	STRUCTURE EXCAVATION	0.29 Gal//CY
23	02300-04	STRUCTURE BACKFILL	0.29 Gal//CY
24	02300-06	CHANNEL EXCAVATION	0.29 Gal//CY

All Pay Items associated with the following Bridges and Structures:

The CM/GC Contractor is cautioned to consider that its operations may require more or less fuel.

A price adjustment (+/-) to the CM/GC Contractor for fuel cost changes will be made monthly if the monthly fuel price differs twenty-five percent (25%) or more from the Base fuel price. This adjustment will be the product of the monthly Fuel Price Adjustment Factor and the estimated monthly fuel used. The monthly fuel used will be determined by multiplying the quantities of work accomplished during the month for subject Pay Items, by the appropriate fuel factors.

Fuel cost adjustments will continue to be made as specified and will not be revised for any reason, including the CM/GC Contractor’s election to use an alternative fuel (natural gas, wood pellets, propane, or other).

B. Payment Adjustments for Asphalt Cost Price Escalation/De-Escalation

An asphalt escalation/de-escalation clause will be in effect during the life of the Contract. The asphalt price adjustment factor applies to asphalt contained in materials for pavement structures and pavement surface treatments such as HMA, tack coat, asphaltic

emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

Before laying down material containing asphalt, the CM/GC Contractor must submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be laid down to the Agency. The CM/GC Contractor must submit a public weighmaster's certificate for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight. For slurry seals, the CM/GC Contractor must submit a separate public weighmaster's certificate for the asphaltic emulsion.

If at the time CM/GC Contractor is ready to lay down the asphalt, the price index increases:

1. Fifty percent (50%) or more over the price index at bid opening, CM/GC Contractor will notify the Engineer.
2. One hundred percent (100%) or more over the price index at bid opening, CM/GC Contractor shall not furnish material containing asphalt until the Engineer authorizes CM/GC Contractor to proceed with that work. The Agency may decrease bid item quantities, eliminate bid items, or terminate the Contract.

The Engineer will calculate the quantity of asphalt in HMA using the following formula:

Qh = HMATT x Xa

where:

Qh = quantity in tons of asphalt used in HMA HMATT = HMA, total tons laid down

Xa = theoretical asphalt content from the job mix formula, expressed as a percentage of the total weight of HMA

The Engineer will adjust payment whenever the California statewide crude oil price index for the month the material is laid down is more than five percent (5%) higher or lower than the price index at the time of bid.

The Agency will determine the California statewide crude oil price index each month on or about the 1st business day of the month using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista and Midway Sunset fields. If a company discontinues posting its prices for a field, the Agency determines the index from the remaining posted prices. The Agency may include additional fields to determine the index. The California statewide crude oil price index can be found on the Caltrans Division of Construction website.

If the CM/GC Contractor does not complete the work within the Contract time, payment adjustments during the overrun period will be determined using the California statewide crude oil price index in effect for the month in which the overrun period began.

C. Payment Adjustments for Steel Cost Price Escalation/De-Escalation

A steel escalation/de-escalation clause will be in effect during the life of the Contract. Adjustment for fluctuations in the cost of steel material will apply only to the Pay Items individually selected by the CM/GC Contractor pursuant to the process set forth above and will be made using the respective steel cost basis ("CB") listed below.

The CM/GC Contractor is eligible to qualify for steel escalation/de-escalation for the following Pay Items:

For the purposes of this section, “steel material” means structural and reinforcing steel; studs, sheet piling, guardrail, ductile iron pipe and other steel products used for the Project.

The Agency will establish the monthly steel materials value ("MV") using IDWPUSISTEEL1 Bureau of Labor Statistics ("BLS"), Producer Price Indexes ("PPI") using non-seasonally adjusted indexes only. Preliminary numbers may be referenced on the IDWPUSISTEEL1 BLS PPI for 6 months or more before IDWPUSISTEEL1 BLS PPI determines they are final numbers. The base steel materials value (BV) for this Project will be the MV for the month of the Proposal opening for this Project. If the Agency-selected index ceases to be available for any reason, the Agency, in its sole discretion, will select and begin using a substitute price source or index to establish the MV each month. The Agency does not guarantee that steel material will be available at any stated or implied materials price.

The Agency has no control of when the IDWPUSISTEEL1 BLS PPI establishes final values. The Agency's steel material price escalation/de-escalation adjustments made may not be reflected on payments made to the CM/GC Contractor for up to two (2) months after the IDWPUSISTEEL1 BLS PPI applicable values become final. This timing for steel material price escalation/de- escalation adjustments is an agreed term of this Contract and shall not constitute late payment, nor shall the Agency be responsible to pay interest on any such steel material price adjustments.

For each selected Pay Item, adjustments will be made using the BV or MV after they are listed as final values by the IDWPUSISTEEL1 BLS PPI. The price adjustment as calculated in this subsection for a given Pay Item will use the MV for the month the CM/GC Contractor performs the Work associated with the Pay Item and adds the Work to the monthly progress estimate. A price adjustment for that Pay Item will only be made if the MV for the month the Work associated with the Pay Item is performed and added to the monthly progress estimate differs by more than 10% from the BV.

The Agency will determine the monthly steel materials price adjustment as follows: If the MV is within 10% ± of the BV, there will be no adjustment.

If the MV is more than 110% of the BV, then: $PA = (((MV-BV) \div BV) - 0.10) \times (CB \times PIP)$

If the MV is less than 90% of the BV, then: $PA = (((MV-BV) \div BV) + 0.10) \times (CB \times PIP)$

Where:

PA = Price Adjustment, dollars

MV = Monthly Steel Materials Value from BLS PPI for the month determined above (after becomes final)

BV = Base Steel Materials Value from month of the Proposal Opening (after becomes final)

PIP = Amount paid for the Pay Item for the month for which the adjustment is made

CB = Cost Basis for the applicable steel material, in percent

1.05 If the Agency issues a separate procurement for the Construction Phase, the CM/GC Contractor will be precluded from participating in the new procurement.

1.06 Proposers and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. Proposer proposing as the CM/GC Contractor shall possess a valid California State Contractor's License, Class A (General Engineering) at the time of Contract award and throughout the contract term.

The CM/GC Contractor will also be required to ensure that all subcontractors working on the Project are holding valid licenses suitable for their trade.

END OF SUPPLEMENTAL GENERAL CONDITIONS

PART 6 - TEMPLATE DIVISION 01 GENERAL REQUIREMENTS

SECTION 01001 CONTRACT TIME AND ORDER OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION

a. Section includes requirements for time for completion of the Work, including Substantial Completion and Final Acceptance, and restrictions applicable to time for completion.

b. Section includes description and requirements for interim milestones, relief from maintenance for portions of the Work, and order of work requirements.

c. Section includes requirements of the Administrative Planning Period.

1.02 TIME FOR COMPLETION

1. The Contractor shall achieve Final Acceptance of the Work within the Contract Time of #@# (Insert number of days) Days beginning on the effective date specified in the Limited Notice to Proceed (LNTP).

2. The Contractor shall achieve Substantial Completion of the Work no later than 30 days prior to the end of Contract Time.

#@# OPTIONAL PARAGRAPHS A & B - Use when an incentive for early completion (Section 01003) is tied to a fixed completion date. Refer to Contract Documents Preparation Manual for usage instructions.

A. The Contractor shall achieve Final Acceptance of the Work by (#@# insert date).

1. All work associated with #@# (insert work description) must be completed by the deadline of #@# (insert date - incentive payment deadline).

B. The Contractor shall achieve Substantial Completion of the Work by #@# (insert date).

C. Time required for actions required by the Engineer in performing quality assurance, testing, review, inspection and other contract administration duties shall be considered as included in the Contract Time, and no extensions of Contract Time will be granted for such actions, except as specified elsewhere in the Contract Documents.

D. The time limits specified for the completion of Work contemplated may be insufficient to permit completion of the Work by the Contractor working a normal

number of hours per day or week on a single shift basis. Where additional shifts or premium pay are necessary to ensure that the Work will be completed within the time limits specified, any resulting additional costs will be considered to be included in the Contract Price and no additional compensation shall be allowed therefore.

1.03 INTERIM MILESTONES

a. Completion of certain portions of work as described herein shall be achieved within the time or date indicated.

1. #@# (List each portion of work and its completion requirement. If no interim milestones, state: “None.”)

b. Completion of interim milestones is defined as follows:

1. #@# (Specifically describe the scope of completion for each interim milestone using the same titles and numbering as in A. above. If no interim milestones, state: “None.”)

1.04 RESTRICTIONS

A. Work at the site, or work that requires oversight, inspection, or support of any kind by the Owner or ORR shall not be performed on the following designated non-workdays. Non-workdays shall be considered as included in the Contract Time and no extension of Contract Time will be granted for days on which work is not allowed as specified herein.

1. The following shall be designated non-workdays for the Owner and ORR: Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day. The following shall be designated non-workdays for the ORR: President’s Day, Good Friday and Veterans Day. #@# (This list shows typical designated non-workdays. Revise as needed if other restrictions will apply. If no restrictions apply, insert “None”.)

2. In the event that a designated non-workday listed above shall fall on a Saturday then both the Friday proceeding that Saturday and the Saturday itself shall be designated non-workdays.

3. In the event that a designated non-workday listed above shall fall on a Sunday then both the Monday following that Sunday and the Sunday itself shall be designated non-workdays.

B. #@# (List any restrictions affecting start or progress of work.)

1.05 RELIEF FROM MAINTENANCE

A. Relief from Maintenance may be granted for the following portions of work in advance of Substantial Completion of the Work in accordance with GC5.13, Relief from Maintenance.

1. #@# (List any portions of work for which relief from maintenance may be granted prior to substantial completion. If no Relief from Maintenance, state: “None.”)

1.06 ORDER OF WORK

A. Work shall be performed in conformance with the sequence and staging shown in the Contract Drawings and the order of work requirements described in this section.

B. No stage shall begin until the Contractor has completed all work on the previous stage and has obtained written approval from the Engineer to proceed. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages only if approved in writing by the Engineer and provided satisfactory progress is maintained in the preceding stages of construction.

C. #@# (Optional paragraph: “No Cost Reduction Proposals will be accepted which modify the order of work.”)

D. #@# (List any order of work restrictions such as general sequencing or logic not already shown on plans.)

1.07 ADMINISTRATIVE PLANNING PERIOD

i. The administrative planning period begins on the effective date specified in the Limited Notice to Proceed and is considered as included in the Contract Time. Access to the site and JPB property is limited until all requirements of the administrative planning period are achieved. Site access during the administrative planning period shall be limited to only that required to mobilize to the site and complete the work specified to occur during the administrative planning period as approved by the Engineer.

ii. The administrative planning period shall end upon completion of the following:

1. Training and Testing are successfully completed in accordance with Section 01005, Contractor’s Personnel and Equipment.

2. Contractor’s equipment list is submitted and approved in accordance with Section 01005, Contractor’s Personnel and Equipment.

3. Resumes are submitted, proficiency tests are passed and personnel are accepted in accordance with Section 01005, Contractor's Personnel and Equipment.

4. Permits are provided as listed in and in accordance with Section 01045, Coordination - General.

5. Hazardous Materials Site-Specific Health and Safety Plan is submitted and accepted in accordance with Section 01120, Hazardous Materials Conditions and Procedures.

6. Pre-construction meeting has been attended in accordance with Section 01200, Meetings.

7. Contract Data Requirements List (CDRL) is submitted and approved in accordance with Section 01300, Submittals and Deliverables.

8. Baseline Schedule is submitted and approved in accordance with Section 01310, Schedules.

9. Contractor's Quality Control System Manual is submitted and accepted in accordance with Section 01400, Quality Control and Assurance.

10. Contractor's Quality Control Plan is submitted and approved in accordance with Section 01400, Quality Control and Assurance.

11. Site Specific Health and Safety Plan is submitted and accepted in accordance with Section 01545, Work Site Safety and Security.

12. Site Specific Work Site Security Plan is submitted and accepted in accordance with Section 01545, Work Site Safety and Security.

13. Storm Water Pollution Prevention Plan is submitted and approved in accordance with Section 01560, Temporary Controls.

#@# (Optional clauses: Select and insert clauses from the following list in coordination with edits in listed sections.

1. First Partnering meeting has been attended in accordance with Section 01012, Partnering.

2. Copy of executed UPRR's Standard Contractor's Right of Entry Agreement in accordance with Section 01045, Coordination - General.

3. Utility Installation Plan is submitted and accepted in accordance with Section 01047, Utilities and Systems Coordination.

4. Pre-construction Condition Survey is provided in accordance with Section 01100, Environmental Mitigation Procedures.

5. FRA approved Drug and Alcohol Testing Program is submitted in accordance with Section 01545, Work Site Safety and Security.

6. Copy of FRA's letter of approval of the Drug and Alcohol Testing Program is submitted in accordance with Section 01545, Work Site Safety and Security.

7. Owner's Field Office, including utility services and service contracts, is established and approved in accordance with Section 01590, Construction Facilities.

8. Contractor's Field Office is established and approved in accordance with Section 01590, Construction Facilities.)

C. Time for Engineer's review of required submittals, re-submittals, and deliverables is included in the Administrative Planning Period.

D. The date for completion of the administrative planning period is the date that the requirements of this section have been fulfilled. For planning purposes, assume 60 days after the effective date of the Limited Notice to Proceed.

E. Upon completion of the administrative planning period and fulfillment of all requirements herein, the Engineer will issue the Notice to Proceed. Upon receipt of the Notice to Proceed, the Contractor shall have full access to perform the Work subject to the conditions of the Contract Documents.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01002 LIQUIDATED DAMAGES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes liquidated damages for Substantial Completion and Final Acceptance.

#@# (add the following if there are interim milestones):

B. Section includes liquidated damages for interim milestones.

1.02 LIQUIDATED DAMAGES

a. Attention is directed to GC8.4, Liquidated Damages.

b. Liquidated damages in the amount of #@# (Insert Dollar Amount) per day shall be assessed for each and every day's delay in obtaining Substantial Completion of the Work within the time specified.

c. Liquidated damages in the amount of **$500** per day shall be assessed for each and every day's delay in obtaining Final Acceptance of the Work within the time specified.

#@# (Optional paragraphs. Delete paragraphs D and E if there are no interim milestones.)

d. Liquidated damages in the amount shown per day or as otherwise indicated shall be assessed for each and every day's delay in finishing the Work of each interim milestone in excess of the specified completion time or date as follows:

1. #@# (List each interim milestone and associated liquidated damage amount and unit of measure.)

e. Liquidated damages shall accrue separately for each interim milestone.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01003 INCENTIVES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes incentives for completion of critical work in advance of the completion deadline.

1.02 INCENTIVE PAYMENT

A. To encourage completion of all work associated with #@# (insert work description) by the deadline of #@# (insert Date), the Owner will provide an incentive as follows:

1. For each day in advance of #@# (insert date), that the Contractor completes all work associated with constructing the #@# (insert work description), Owner will pay Contractor an incentive of #@# (insert $ amount/day) up to a maximum of #@# (insert maximum $ amount) (insert maximum days).

2. Contractor shall provide Owner written notification a minimum of forty-eight (48) hours in advance of Contractor's scheduled completion of work on the #@# *(insert work description)* to allow Owner to inspect and verify completion.

3. Payment will be made in accordance with GP9 upon verification by Owner that Contractor has fully completed all construction activities necessary for completion of the #@# (insert work description).

4. The Incentive payment deadline of #@# (insert date) shall not be subject to extension in the event of a Change Order or for any reason, except at the sole discretion of Owner.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01004 OWNER FURNISHED LABOR AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

PART 1 – Section includes labor and equipment furnished by the Owner to support the Contractor's construction operations. Owner furnished labor and Owner furnished equipment may be referred to herein and in other sections by the abbreviations OFL and OFE, respectively. See Section 01600 for Owner Furnished Materials (OFM).

1.02 OWNER FURNISHED LABOR

a. Owner will furnish qualified personnel from the Operating Railroad of Record (ORR) or other sources, as determined necessary by the Engineer, to perform the following functions:

1. Roadway Worker Protection (RWP)

    a. Railroad Watchmen, Flagmen or Sub-Group Coordinators to provide RWP against the movement of trains and on-track equipment during work windows in accordance with approved Site Specific Work Plan (SSWP).

2. Railroad Signal Support

    a. Railroad signal maintainers and signal inspectors to provide railroad signal support including access to signal houses and other signal facilities, protection of gated crossings, inspection of signal facilities, oversight of work on signal systems, and other functions as necessary to protect the railroad signal system during work windows in accordance with approved SSWP.

b. Engineer will determine the type, number and duration of labor required for safe prosecution of the work based on the conditions of the approved SSWP. The Engineer's determination shall be final.

c. Owner furnished labor will be provided at no charge to the Contractor as follows:

1. A maximum of #@# (Insert number) Watchmen, Flagmen or Sub-Group Coordinators for the duration of each work window for the maximum number of occurrences specified in Section 01040, Work Hours and Track Access.

2. A maximum of #@# (Insert number) signal personnel (Signal Maintainers or Signal Inspectors) for the duration of each work window for the maximum number of occurrences specified in Section 01040, Work Hours and Track Access.

d. Owner furnished labor required for protection of the work may be less than the maximum specified. Owner furnished labor is not a dedicated resource and shall not accrue to the Contractor if unused.

e. The Contractor shall be responsible for the cost of Owner furnished labor under the following conditions:

1. When OFL is required to protect Contractor's work extending beyond the end time of a work window in accordance with the approved SSWP.

3. When OFL is required to protect Contractor's work performed during work windows in addition to those specified in Section 01040, Work Hours and Track Access.

4. When the Contractor's operations require additional OFL above the maximum number specified in this section.

5. When OFL is required to protect Contractor's work beyond the Contract Time as a result of Contractor caused delay.

f. When work requiring the use of Owner furnished labor is canceled by the Contractor with less than five (5) days' notice, the Contractor shall be assessed the cost of eight (8) hours per scheduled worker. If the Contractor provides at least five (5) days' notice no charges will be assessed.

g. If the Engineer cancels work requiring the use of Owner furnished labor, no charges will be assessed.

h. Costs for OFL will be assessed at the following rates (with a minimum charge of 4 hours) and deducted from the monthly progress payments:

Watchman/Flagman/Sub-Group Coordinator	$120 per hour on-site
Signal Maintainer/Inspector	$120 per hour on-site

i. Costs for OFL will be assessed at the following rates for any OFL required above and beyond an 8 hour day or a 40 hour work week, and shall be deducted from the monthly progress payments:

Watchman/Flagman/Sub-Group Coordinator	$180 per hour on-site
Signal Maintainer/Inspector	$180 per hour on-site

j. Owner furnished labor from the ORR may be subject to federal hours of service laws and shall not work in excess of 12 hours per shift including one (1) hour travel time to and from the designated headquarters to the work site, and shall not be available to return to the project until a minimum of 10 hours of rest has been achieved.

k. The Owner does not expressly or by implication agree or warrant that additional OFL will be available or approved under any condition beyond that specified herein.

l. When Owner furnished labor is required to support contract change order work, responsibility for the cost of OFL shall be as specified in the change order.

1.03 OWNER FURNISHED EQUIPMENT

#@# Optional Article. If there is no owner furnished equipment, delete paragraphs A through L in their entirety and replace with "A. No Owner Furnished Equipment is provided under this contract."

A. Definitions:

1. Work Train: A train engaged in services of the Work for the Owner for which no revenue is received, such as trains distributing ballast, bridge materials or other materials and supplies for maintenance or construction operations.

2. Work Shift: For purposes of this section, a work shift is defined as a single period of work of up to, but not exceeding 12 hours.

B. Owner will furnish the following equipment from the Operating Railroad of Record (ORR) or other sources to generally support the Contractor's construction operations:

1. Operated Equipment, including crew

a. #@# (Optional: Work Train

b. #@# (Insert description and model of equipment)

2. Non-Operated Equipment

a. #@# (Insert description and model of equipment)

C. Owner furnished equipment will be provided at no charge to the Contractor as follows:

1. A maximum of #@# (Insert number and type of equipment) for the duration of each work window for the maximum number of occurrences specified in Section 01040, Work Hours and Track Access.

D. Actual usage of Owner furnished equipment may be less than the maximum specified. Owner furnished equipment is not a dedicated resource and shall not accrue to the Contractor if unused.

E. The Contractor shall be responsible for the cost of Owner furnished equipment under the following conditions:

1. When OFE is used to support Contractor's work extending beyond the end time of a work window in accordance with the approved SSWP.

3. When OFE is used to support Contractor's work performed during windows in addition to those specified in Section 01040, Work Hours and Track Access.

4. When the Contractor's operations require additional OFE above the maximum number specified in this section.

5. When OFE is used to support Contractor's work beyond the Contract Time as a result of Contractor caused delay.

F. When work requiring the use of Owner furnished equipment is canceled by the Contractor with less than five (5) days notice, the Contractor shall be assessed the cost of one (1) day for each scheduled piece of equipment. If the Contractor provides at least five (5) days notice, no charges will be assessed.

G. If the Engineer cancels work requiring the use of Owner furnished equipment, no charges will be assessed.

H. Costs for Owner furnished Operated Equipment will be assessed at the following rates and deducted from the monthly progress payments:

Work Train including crew	$5,500 per shift
#@# (Insert description and model of equipment)	$#@# (Insert amount in dollars) per #@# (Insert unit)

I. Costs for Owner furnished Non-Operated Equipment will be assessed at the following rates and deducted from the monthly progress payments:

#@# (Insert description and model of equipment)	$#@# (Insert amount in dollars) per #@# (Insert unit)

J. The Contractor shall be responsible for the cost of repairing any damage to Owner furnished equipment resulting from Contractor's operations. Cost of repairs will be deducted from the Contractor's monthly progress payments. No time extension or additional compensation will be granted for delays resulting from loss of use of OFE damaged by the Contractor's operations.

K. Operators for Owner furnished equipment may be subject to federal hours of service laws and shall not work in excess of 12 hours per shift including travel time from the designated headquarters to the work site, and shall not be available to return to the project until a minimum of ten (10) hours of rest has been achieved.

L. The Owner does not expressly or by implication agree or warrant that additional OFE will be available or approved under any condition beyond that specified herein.

1.04 ARRANGEMENTS FOR OWNER FURNISHED LABOR

A. Subject to the limits stated herein, the Engineer will arrange for Owner furnished labor based on approved SSWP. Attention is directed to Section 01011, Work Planning.

1.05 ARRANGEMENTS FOR OWNER FURNISHED EQUIPMENT

#@# (Optional Article. If there is no owner furnished equipment, delete this article in its entirety.

A. The Contractor shall notify the Engineer in writing of his need for Owner furnished equipment at least six (6) weeks in advance of when equipment will be needed, as part of the SSWP process set forth in Section 01011, Work Planning.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01005 CONTRACTOR'S PERSONNEL AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes training, testing, experience and qualification requirements for Contractor's personnel performing required duties and functions as specified in this section and elsewhere in the Contract Documents.

B. Section includes general requirements for Contractor's equipment operated on railroad property or used for railroad construction purposes.

1.02 REFERENCE STANDARDS

a. Federal Railroad Administration (FRA):

1. 49 CFR Part 213, Track Safety Standards

2. 49 CFR Part 214, Subpart D Regulations, Roadway Maintenance Machine Safety

b. Applicable General Orders of California Public Utility commission (CPUC)

1.03 SUBMITTALS

a. Equipment List: Submit at Pre-Construction meeting a list of equipment intended to be used on the Contract for review and approval by the Engineer. The equipment list shall have sufficient detail to demonstrate compliance with the appropriate specifications, identify all pieces of equipment to be used on the project, and include the make, model number, serial number and all attachments for each piece of equipment. Year of manufacture shall be provided upon request of the Engineer.

b. Resumes: Submit at Pre-Construction meeting resumes of personnel as specified in this section and elsewhere in the Contract Documents for acceptance by the Engineer. Resumes shall include verifiable experience and provide sufficient detail to demonstrate compliance with the appropriate specifications. Do not resubmit resumes for personnel that are deemed not acceptable by the Engineer. The Engineer's decision is final.

1.04 PERSONNEL - GENERAL

a. Provide qualified personnel fit to perform duties and functions as specified in this section and elsewhere in the Contract Documents.

b. All personnel provided by the Contractor and any of its Subcontractors shall be properly trained, qualified, experienced and licensed as required to perform the work of their assigned functions or areas of responsibility. The Owner shall have the right to direct the Contractor or Subcontractor to remove personnel from the site at its sole discretion and in accordance with GC5.7.1, Character of Workmen.

c. The Contractor shall promptly replace any personnel removed from the site pursuant to this article. Replacement personnel shall be subject to the same training, experience, qualification and testing requirements specified for the functions they will perform.

d. Provide resume and proof of qualifications and experience for any personnel when requested by the Engineer.

e. If Contractor fails to provide personnel meeting the requirements of the Contract Documents, due to a substitution of personnel or due to personnel not being available to perform their duties as required, the Engineer will suspend the Contractor's operation which was under the direct supervision of or being performed by the subject personnel in accordance with GC8.9, Temporary Suspension of Work.

1.05 TESTING

a. Fitness to perform will be demonstrated through proficiency testing conducted by the Owner as specified in this section. All Contractor personnel are required to successfully complete and pass Roadway Worker Protection training before performing Work within project limits.

b. All Contractor's personnel, except those who are performing no work other than delivering or off-hauling material from the project, are required to successfully complete and pass Machine Operator Training before operating any self-propelled piece of equipment within the project limits.

c. Owner will provide the four (4) hour Roadway Worker Protection (RWP) training Mondays, Tuesdays, Wednesdays and Fridays at 8:00 AM and Machine Operator training Mondays, Wednesdays and Fridays, at 12:00 at the Menlo Park Office, located at 4000 Campbell Avenue, Menlo Park. Contractor shall be responsible for scheduling training at: http://www.caltrain.com/about/doingbusiness/safety.html

d. Attention is directed to Section 01035, On-Track Safety and Roadway Worker Protection, for Roadway Worker Protection training requirements.

1.06 PERSONNEL - SPECIFIC

a. Construction Project Manager: Contractor shall designate one (1) person to perform the duties of Construction Project Manager, including responsibility for

daily management and coordination of the overall aspects of Contractor's performance of the Work. The Construction Project Manager shall serve as the primary point of contact for correspondence between the Contractor and the Engineer on a daily basis. *#@# (Optional Clause: Use if Contract size and complexity requires a dedicated Construction Project Manager). The Construction Project Manager shall be a dedicated position: the individual performing the duties of Construction Project Manager shall not perform any other function described in this Section.*

1. Qualifications: The Construction Project Manager shall meet the following experience and qualification requirements unless otherwise accepted by the Engineer:

   #@# (Insert experience and qualification requirements. Select and insert one of the following standard optional clauses as applicable to the project.)

   OPTIONAL CLAUSES:

   Option 1:

   a. Minimum five (5) years progressively more responsible engineering, construction, or maintenance experience on railroad or transit projects, preferably for a Class 1 or commuter railroad, and minimum two (2) years' experience managing projects of similar design, scope and complexity. A major portion of the individual's experience should include construction or maintenance work on a railroad or transit system under live track conditions with moderate to heavy traffic and limited work windows.

      c. Knowledge and understanding of 49CFR213 and 214, and applicable CPUC general orders.

   b. Able to work safely and supervise individuals in safe work.

   c. Previous experience supervising personnel and planning work activities, preferably for railroad construction or maintenance.

   d. Able to read and understand track, railroad signal, bridge, and civil construction plans and specifications, and develop and work from construction schedules.

   e. Must pass "Working within an Electrified Environment" Safety Training as described in 01035 On-Track Safety and Roadway Worker Protection.

   Option 2:

a. Minimum five (5) years progressively more responsible engineering, construction, or maintenance experience and minimum two (2) years project management experience for projects of similar design, scope and complexity.

b. Able to work safely and supervise individuals in safe work.

c. Previous experience supervising personnel and planning work activities for construction projects.

d. Able to read and understand civil construction plans and specifications, and develop and work from construction schedules.

Option 3:

a. Minimum five (5) years' experience managing projects of similar design, scope and complexity.

2. Availability:

#@# (Insert availability requirements. Select and insert one of the following standard optional clauses as applicable to the project.)

OPTIONAL CLAUSES:

Option 1:

a. The Construction Project Manager shall be headquartered at the Contractor's local or field construction office and shall be on site a minimum of 40 hours each week for the full duration of the project and shall be able to respond within one (1) hour to emergency or problem calls, seven (7) days a week, 24 hours a day.

Option 2:

a. The Construction Project Manager shall be headquartered at the Contractor's local or field construction office and shall be on site during performance of all construction work and any field work for the full duration of the project and shall be able to respond within one (1) hour to emergency or problem calls, seven (7) days a week, 24 hours a day.

b. B. Safety Officer: Contractor shall designate at least one person to perform the duties of Safety Officer, including responsibility for daily oversight and implementation of the Contractor's Site Specific Health and Safety Plan, development and implementation of Standard Operating Procedures for safety critical operations, and ensuring Contractor's operations and personnel comply with all safety requirements as specified in Section 01545, Worksite Safety and Security, and elsewhere in the Contract Documents. #@# (Optional Clause:

Use if Contract size and complexity requires a dedicated Safety Officer as determined by the JPB Safety Officer). The Safety Officer shall be a dedicated position: the individual performing the duties of Safety Officer shall not perform any other function.

1. Qualifications: Personnel performing duties of Safety Officer shall meet the following experience and qualification requirements unless otherwise accepted by the Engineer:

   #@# (Insert experience and qualification requirements. Select and insert one of the following standard optional clauses as applicable to the project.)

   OPTIONAL CLAUSES:

   Option 1:

   a. Minimum of five (5) years recent field safety management experience, which included responsibility for ensuring compliance with safety policies and procedures at construction sites.

   b. Knowledge of and ability to administer and enforce local, state and federal safety laws and regulations, including Cal-OSHA and FRA regulations as well as contractual requirements and JPB policies pertaining to construction site safety.

   c. Ability to conduct job hazards analyses to identify hazards and potential risks, complete workplace safety audits and ensure remedial action where necessary.

   d. Implement and enforce accident prevention plans and activity hazard analysis, and ensure contractor compliance with all safety and health requirements; conducts daily walkthrough of the site ensuring work is being accomplished safely and occupational health is not compromised. Ability to conduct accident investigations, develop and implement corrective action plans.

   e. Have a minimum of an OSHA 30 Hour Certificate (attendance within the last five years); up to date First-aid, CPR and AED certification; CHST certification desirable.

   f. Must pass “Working within an Electrified Environment” Safety Training as described in Section 01035, On-Track Safety and Roadway Worker Protection.

   Option 2:

a. Knowledgeable with safety requirements of all regulatory agencies, including but not limited to Cal-OSHA, applicable to the types of work to be performed under the contract.

2. Availability:

#@# (Insert availability requirements. Select and insert one of the following standard optional clauses as applicable to the project.)

OPTIONAL CLAUSES:

Option 1:

a. Personnel performing duties of Safety Officer shall be headquartered at the Contractor's local or field construction office and shall be on site during performance of all construction work and any field work for the full duration of the project. Personnel shall be able to respond within one (1) hour to emergency or problem calls, seven (7) days a week, 24 hours a day. The designated Safety Officer shall perform no other work other than that of Safety Officer.

b. Contractor shall provide at least one qualified person to perform the duties of Safety Officer on site at all times during performance of construction work.

Option 2:

a. Personnel performing duties of Safety Officer shall be headquartered at the Contractor's local or field construction office. Personnel shall be able to respond within one (1) hour to emergency or problem calls, seven (7) days a week, 24 hours a day.

c. Contractor shall provide at least one qualified person to perform the duties of Safety Officer on site at all times during performance of construction work.

c. Project Scheduler: Refer to Section 01310, Schedules.

d. Quality Representative: Refer to Section 01400, Quality Control and Assurance.

#@# OPTIONAL PARAGRAPHS: Refer to Contract Documents Preparation Manual for usage instructions.

e. Construction Superintendents: Contractor shall designate at a minimum one (1) person to perform the duties of Construction Superintendent for, construction of #@# (insert areas of construction where a Superintendent will be required, as an example, trackwork, MSE wall construction, etc). The

superintendent shall work under the authority of the Construction Project Manager, with duties including responsibility for daily supervision and coordination of Contractor's performance of the Work.

1. Qualifications: The Construction Superintendent shall meet the following experience and qualification requirements unless otherwise accepted by the Engineer:

   a. Minimum ten (10) years progressively more responsible construction or maintenance experience and minimum five (5) years supervisory experience for projects of similar design, scope and complexity.

   b. Able to work safely and supervise individuals in safe work.

   d. Able to read and understand civil construction plans and specifications, and develop and work from construction schedules.

2. Availability:

   a. The Construction Superintendent shall be headquartered at the Contractor's local or field construction office and shall be on site during performance of all construction work for the full duration of the project and shall be able to respond within one (1) hour to emergency or problem calls, seven (7) days a week, 24 hours a day.

#@# Insert Paragraphs F, G, H and I as needed whenever the contract involves signal work. Section 18000 must be invoked whenever any of these paragraphs are used. If no signal work is involved, delete these paragraphs and renumber accordingly.

f. Signal Engineer: The Contractor shall provide at least one (1) Railroad Signal Engineer to direct all Contractor work activity associated with signaling systems and equipment.

1. Qualifications:

   a. Meet the experience and qualification requirements set forth in Section 18000.1.10, Qualifications and Duties of Signaling Personnel.

   b. A thorough knowledge of the General Code of Operating Rules, Caltrain Signal Maintenance & Test Manual, and Roadway Worker Protection rules and regulations.

2. Availability:

   a. The Signal Engineer shall be headquartered at the Contractor's local or field construction office and must be on the work a minimum of 40 hours

each week for the full duration of any signal work or associated construction work.

b. The Signal Engineer shall be on-site for any work performed by the Contractor that may affect the existing signal system. The definition of on-site, with regard to the Railroad Signal Engineer, shall mean within the contract limits.

c. The Signal Engineer must be able to respond to emergency or problem calls seven (7) days a week, 24 hours a day.

d. The Signal Engineer shall be devoted exclusively to this project and shall not work on any other projects on behalf of the Contractor.

e. In the event the Signal Engineer is not available, the Contractor shall have one (1) alternate Signal Engineer who meets all the requirements of the Signal Engineer set forth in this Section. The Alternate Signal Engineer must be approved by the Engineer.

g. Signal Manager: The Contractor shall provide at least one (1) Railroad Signal Manager who will work under the authority of the Signal Engineer and supervise all signal construction and installation personnel.

1. Qualifications:

a. Meet the experience and qualification requirements set forth in Section 18000.1.10, Qualifications and Duties of Signaling Personnel.

b. A thorough knowledge of the General Code of Operating Rules, Caltrain Signal Maintenance & Test Manual, and Roadway Worker Protection rules and regulations.

2. Availability:

a. The Signal Manager shall be headquartered at the Contractor's construction field office and must be on the work full time, during the work week for the full duration of any signal work or associated construction work.

b. The Signal Manager shall be on-site for any work performed by the Contractor that may affect the existing signal system. The definition on on-site, with regard to the Signal Manager, shall mean within 2 miles of the affected work.

c. The Signal Manager must be able to respond to emergency or problem calls seven days a week, 24 hours a day.

d. The Signal Manager shall be dedicated exclusively to this project and not work on other projects on behalf of the contractor.

h. Signal Test Crew: Provide qualified Signal Test Personnel to assist the Contractor's Signal Engineer in acceptance testing and commissioning of new signal equipment also referred to as Signal Cutovers. It shall be the duties of these personnel to place shunts on the track, report, signal aspects, open or close contacts, terminals and switch points as directed, and any other activities deemed necessary by the Engineer to complete a signal cutover.

1. Qualifications:

a. Contractor shall propose the required crew makeup, including the necessary equipment and tools for the approval of the Engineer.

b. The crew may be made up of Signal Construction Personnel, Signal Relocation Crew Personnel, Signal Track Support Personnel, or any other qualified Signal Personnel.

c. Signal Test Personnel must be attentive to their duties, and respond promptly when called upon. Any test person who is not able to perform the assigned tasks in a proficient manner, and communicate clearly will be removed from the test crew as not qualified.

2. Availability:

a. A work shift during testing may be a continuous 12 hours of testing with no formalized meal breaks.

b. Signal Test Crew Personnel will report to the site with at least two (2) .06 ohm shunt cords, a flashlight with spare batteries, drinking water, and any meals which may be required during testing.

c. The Contractor will be responsible for the logistics of providing a two way mobile communications system during the cutover. This system will consist of base stations at the Control Points, Test Headquarters, any repeaters as necessary, and truck mounted and hand held radios as required. The Contractor will be responsible for assuring radios are functional, batteries charged, and sufficient spare batteries at the ready so testing will not be delayed.

i. Signal Relocation Crew: Provide a Signal Relocation Crew to relocate or repair existing signal and communications systems as requested by the Engineer.

1. Qualifications:

a. Submit for the Engineer's review and approval, the labor, equipment, tools and materials required for work to be performed in advance of performing the work.

b. The Signal Relocation Crew Foreman and operator must have at least three (3) years' experience locating and relocating Railroad Signal Facilities, preferably on a Class 1 Freight or Commuter railroad.

2. Availability:

a. Provide the Signal Relocation Crew at every worksite where the existing signal equipment requires relocation or repair as directed by the Engineer.

j. Radio Engineer: The Contractor shall designate at least one (1) Radio Engineer who meets the requirements of Section 19200.

1. Qualifications: Radio Engineer must have designed and or integrated at least two similar projects in the last five years.

2. Availability:

i. The Radio Engineer shall be headquartered at the Contractor's local or field construction office and must be on the work site a minimum of 40 hours each week for the full duration of any ATCS system associated work and ATCS system associated testing.

ii. The Radio Engineer shall be on-site for any ATCS work performed by the Contractor that may affect the existing ATCS system (Communication/Signal). The definition of on-site, with regard to the Railroad Signal Engineer, shall mean within the contract limits.

#@# Insert optional Paragraphs K, Track Construction Manager and L, Track Foreman where the project involves a significant amount of track construction work. When project trackwork is less significant insert optional paragraph M, Trackwork Supervision instead of paragraphs K and L. Renumber paragraphs accordingly.

k. Track Construction Manager: The Contractor shall have at least one Track Construction Manager who will direct the day to day operations of the trackwork, and assist in managing and coordinating the overall aspects of the track and signal construction. The Track Construction Manager will manage and directly oversee the safety, condition and quality of track that has been installed or modified by the Contractor and shall direct corrective and maintenance measures to keep the track operating safely at the designated class.

1. Qualifications:

i. Thoroughly knowledgeable in railroad methods of track construction and maintenance under traffic.

ii. Five (5) years railroad track construction experience with minimum of three 3 years railroad management experience. Three years' experience as a Roadmaster or equivalent position for a Class I Freight or Commuter Railroad is preferred.

iii. Knowledgeable with FRA standards and qualified under FRA Track Safety Standards, Part 213 and Part 214, applicable CPUC codes, the General Code of Operations, Caltrain Standard Procedures for Track Maintenance and Construction, and Roadway Worker Protection rules and regulations.

iv. Ability to work safely and supervise individuals in safe work.

v. Previous experience shall include supervising and planning work activities of track construction foreman and crews.

vi. Ability to read and understand track construction plans.

vii. Able to identify FRA or other defects in track for the given class and prescribe appropriate remedial measures.

2. Availability:

a. The Track Construction manager shall be headquartered at the Contractor's local or field construction office and shall be on the job site a minimum of 40 hours each week for the full duration of any track or associated construction work. The Track Construction Manager shall be able to respond immediately to problems on a 7 day a week, 24 hours a day basis.

l. Track Foreman: Provide a minimum of two (2) persons designated as Track Foreman as required to supervise performance of trackwork under the direction of the Track Construction Manager.

1. Qualifications:

a. Knowledgeable in railroad methods of track construction and maintenance under traffic.

b. Knowledgeable with FRA standards and qualified under FRA Track Safety Standards, Part 213, Part 214 C and C, and Caltrain Standard Procedures for Track Maintenance and Construction.

c. Ability to work safely and supervise individuals in safe work.

d. Ability to read and understand track and construction plans.

2. Availability:

a. Track Foreman shall be on site for the full duration of all work associated with track construction. At a minimum 40 hours per week when track work is to be performed.

m. Railroad Trackwork Supervision: Provide personnel as required to supervise performance of trackwork, direct day to day operations for trackwork, manage and coordinate overall aspects of trackwork with other work, manage and directly oversee the safety, condition, and quality of track that has been modified by the Contractor, and direct corrective and maintenance measures to keep the track operating safely at the designated class.

1. Qualifications: Personnel directing or supervising trackwork shall meet the following experience and qualification requirements unless otherwise accepted by the Engineer:

a. Knowledgeable with railroad construction, maintenance and operations and associated safety rules, including FRA standards, applicable CPUC codes of regulation, PCJPB Standards, and Roadway Worker Protection rules and regulations.

b. Qualified in accordance with FRA Track Safety Standards, 49CFR213.7 (a), and trained in accordance with Railroad Workplace Safety, 49CFR214 subpart C.

c. Able to work safely and supervise individuals in safe work.

e. Five (5) years railroad track construction experience with minimum three (3) years railroad management experience. Three (3) years' experience as a Roadmaster or equivalent position for a Class I Freight or Commuter Railroad is preferred.

f. Previous experience supervising personnel and planning work activities for railroad track construction work.

g. Able to read and understand track construction plans.

2. Availability:

a. Personnel directing or supervising trackwork or track construction shall be headquartered at the Contractor's local or field construction office and shall be on site for the full duration of all work associated with or affecting the railroad track structure. Personnel shall be able to respond within one (1) hour to emergency or problem calls, seven (7) days a week, 24 hours a day.

b. Contractor shall provide at least one qualified person to direct or supervise trackwork or track construction on site at all times during performance of track construction work.

n. Railroad Machine Operators: Provide personnel as required to operate Contractor's on-track railroad machines, also referred to as on-track roadway maintenance machines.

1. Qualifications: Personnel operating on-track railroad machines shall meet the following experience and qualification requirements unless otherwise accepted by the Engineer:

i. Knowledgeable with methods of railroad construction and maintenance, railroad operations and associated safety rules, including FRA standards, specifically 49CFR213 and 49CFR214, applicable CPUC Codes of Regulations, PCJPB Standards, and Roadway Worker Protection rules and regulations.

ii. Qualified in accordance with FRA Track Safety Standards, 49CFR213.7 (a), and trained in accordance with Railroad Workplace Safety, 49CFR214 subpart C.

iii. Three (3) years railroad track construction or maintenance experience with minimum two (2) years experience operating the specific type(s) of equipment to be utilized on the Work. For Production Switch Tamper or Regulator operators, minimum two (2) years' experience operating the make and model of the production switch tamper or regulator assigned to the Work.

2. Training and Testing:

i. Pass machine operator test to demonstrate proficiency with equipment and understanding of railroad operational and safety rules as required by the Operating Railroad of Record.

ii. Provide documentation certifying the Railroad Machine Operator is trained and qualified to operate all equipment they will operate.

o. Railroad Track Welders: Provide personnel as required to weld rail.

1. Qualifications: Personnel welding rail shall meet the following experience and qualification requirements unless otherwise accepted by the Engineer:

i. Knowledgeable with methods of railroad construction and maintenance, railroad operations and associated safety rules, including FRA standards, specifically 49CFR213 and 49CFR214, applicable CPUC Codes of Regulation, PCJPB Standards, and Roadway Worker Protection rules and regulations.

ii. Qualified in accordance with FRA Track Safety Standards, 49CFR213.7 (a), and trained in accordance with Railroad Workplace Safety, 49CFR214 subpart C.

iii. Three (3) years railroad track construction or maintenance experience with minimum two (2) years track welding experience.

iv. Trained and qualified to perform the following procedures:

1) Field weld rail ends with thermite process.

2) Weld and grind rail ends to correct mismatch.

3) Perform light fabrication arc welding.

4) Perform proper “slotting” of bolted rail ends.

2. Training and Testing:

ii. Pass field welding test, including successful completion of two (2) thermite welds.

p. Railroad Signal Track Support: Provide personnel to accompany on-track equipment or track construction personnel and protect, remove, relocate, disconnect and reconnect any signal equipment which could be damaged by on-track equipment or personnel performing trackwork.

1. Qualifications: Refer to Section 18000, General Signal Requirements.

2. Availability:

i. Contractor shall provide at least one qualified person at all times during performance of track construction work to perform the duties of signal track support at every work site where on-track equipment is being operated or track construction personnel are working and there is the possibility of damage to signal equipment.

1.07 ON-TRACK RAILROAD CONSTRUCTION EQUIPMENT

#@# Optional Article. If there is no trackwork and no on-track equipment, retain the 1.06 article heading, delete all clauses in article 1.06 and state “Not Used.”

1. Contractor’s on-track railroad construction equipment shall conform to the requirements of this article. Equipment may also be referred to as railroad machines or on-track roadway maintenance machines.

2. Maintain equipment such that it is operational and in proper working order and conforms to the requirements of 49CFR214 Subpart D. Proper maintenance includes actions such as:

    a. Scheduling and performance of required inspections, preventative maintenance and service.

    b. Promptly making any necessary repairs.

    c. Containing hydraulic and other spills.

3. Use of backup equipment not meeting the requirements of the Technical Specifications will be permitted subject to the following conditions:

    a. The use of proposed backup equipment is requested in accordance with the Site Specific Work Plan submittals, and is approved in writing in advance by the Engineer.

    b. The backup equipment is not used to perform contract work except as needed to return the tracks to service due to an unforeseen breakdown of the required equipment.

    c. Use of backup equipment is considered a temporary measure until such reasonable time that the main equipment is repaired. Use of backup equipment shall not exceed two (2) weeks.

4. On-track equipment shall be inspected at least 14 days prior to mobilization by an approved third party inspector; contractor shall receive written approval of the third party inspector from the Engineer.

5. The Contractor shall request technical signal support to install and remove zero ohm, hardwire track shunt protection at the north and south limits of on-track equipment operation.

    a. Signal support personnel shall be requested through the SSWP process as identified in Section 1004, Owner Furnished Labor and Equipment.

    b. If the Contractor’s On-Track equipment, for any reason, fouls the Zero Ohm, Hardwire Track Shunt protecting work limits and falsely activates the grade crossing, Contractor may be

responsible for a false activation. A "False Activation" is defined as interference with normal functioning of the signal system.

c. The Contractor is required to comply with Code of Federal Regulations (CFR) 49, Part 234.209 and CFR 234.107 by providing an alternate form of protection in the form of flaggers. Flaggers must be in accordance with Part VI of the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD).

6. Operate and inspect railroad construction equipment in accordance with all governing regulations such as 49CFR214 Subpart D, PCJPB Standards, PUC regulations, and the ORR's Operating and Safety Rules. Records of all certification documents required by any of the previously mentioned regulating agencies shall be provided to the Engineer. Any equipment not in compliance shall not be used on PCJPB's Operating System.

7. Maintain a complete set of operation manuals and periodic maintenance log on board each machine at all times.

8. If Contractor fails to provide equipment meeting the requirements of the Contract Documents, Engineer will suspend the Contractor's operations in accordance with GC8.9, Temporary Suspension of Work, until satisfactory equipment is provided.

#@# OPTIONAL CLAUSES: Refer to Contract Documents Preparation Manual for usage instructions.

9. The Contractor #@# (Insert "may" or "shall" as applicable to project requirements) utilize a car-mover to move railcars within the project limits subject to the following:

a. Movement of railcars on the main lines by any other means than a car mover or locomotive will not be permitted. Movement of railcars on side or yard tracks by any other means will be strictly monitored and will only be with the approval of the Engineer.

b. Any car mover provided for use on JPB property must be properly sized and used only as intended by the Equipment Manufacturer. The equipment must be equipped so as to provide a positive knuckle connection to the rail cars it

moves and be equipped with the proper air hoses and enough air reservoir to allow all car brakes to function normally. Equipment must meet the approval of the Engineer.

c. Any personnel used to operate this equipment must be qualified and trained to operate the equipment.

d. Any movement of a car mover on the main line will be made under the direction of a qualified employee of the Operating Railroad of Record or a qualified Owner employee. Refer to Section 01004, Owner Furnished Labor, and Equipment.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01010 SUMMARY OF WORK

PART 1 – GENERAL

1.01 WORK OF THIS CONTRACT

A. This Contract includes the following typical items of work:

1. #@# (Insert list – general summary of the work to be performed by the Contractor.)

B. Except as otherwise indicated, materials, products, and equipment furnished or provided shall be new, of current design, and produced by a manufacturer regularly engaged in the production of such materials, products, and equipment.

1.02 WORK NOT IN THIS CONTRACT

A. Federal Railroad Administration (FRA):

1. #@# (Insert list - summary of work specifically excluded from this contract. If none, omit this article and renumber accordingly.)

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01011 WORK PLANNING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes general requirements for planning and performing the Work both within and outside of the On-Track Safety (OTS) Envelope. Attention is directed to Section 01040, Work Hours and Track Access, for additional requirements.

1.02 GENERAL

A. Contractor shall not endanger the operations of the Owner and Operating Railroad of Record (ORR), including its right-of-way, tracks, embankments, structures, rolling stock, signal systems, and other equipment and appurtenances. If any of the foregoing is endangered in any manner by or as a result of the performance of the Work, the Contractor shall take immediate action to restore operations to a safe condition. Should the Contractor fail to take immediate action, the Owner may, at the Contractor's expense, take whatever steps it determines necessary to restore operations to a safe condition.

B. Contractor shall familiarize itself with Owner's property and right-of-way, adjacent properties; the schedules of trains operating over the Owner's and other railroads' right-of-way in the vicinity of said Work; and private or public operations on adjoining properties. The Work shall be performed in such a manner and at such times so as to avoid any delay or interference with the train service of the Owner and other railroad operations unless prior written approval of the Engineer has been obtained through the Site Specific Work Plan (SSWP), and Request to Work. Reference is made to GC7.19.1, Public Convenience.

C. Contractor shall obtain Engineer's approval in accordance with the procedures specified in this section for work requiring Roadway Worker Protection (RWP) as defined in Section 01035 On-Track Safety and Roadway Worker Protection.

D. The Contractor shall work expeditiously, with an adequate work force, during the Work Window, to complete work and allow service to be fully restored as scheduled in accordance with the approved Site Specific Work Plan and Request to Work.

1.03 REFERENCE STANDARDS

B. Federal Railroad Administration (FRA):

1. 49 CFR Part 213, Track Safety Standards

2. 49 CFR Part 214, Railroad Workplace Safety

3. 49 CFR Part 234, Grade Crossing Signal System Safety

4. 49 CFR Part 236, Rules, Standards and Instructions Governing the Installation, Inspection, Maintenance and Repair of Signal and Train Control Systems, Devices and Appliances.

1.04 DEFINITIONS

a. Operating System: All components and facilities which together constitute the system for operating the railroad or are essential for normal operation of the railroad. The Operating System includes track and track structure; signal and communication structures, houses, and cables; bridges, tunnels, drainage system components, grade crossings, station platforms, building structures housing communication and maintenance facilities.

b. Work Window: A period of time with a specific beginning and ending time and duration approved by the Owner in which the Contractor may perform work, as shown in Section 01040.

c. Cutover: Work which results in transferring a section, or sections, of the operating system from being an operational part of operating system to being non-operational; or which results in transferring a section, or sections, of the operating system from being non-operational to being operational.

d. Site Specific Work Plan (SSWP): An integrated plan and schedule prepared and submitted by the Contractor and approved by the Engineer, which describes in detail the manner in which work will be accomplished within the Work Windows, including interrelation of work activities, work schedule, and responsibility of parties.

e. Request to Work: A document submitted by the Contractor to request permission to work on a specific portion of the Work at a specific time and location.

1.05 SUBMITTALS

a. Site Specific Work Plan: Submit SSWP for Engineer's approval at least six (6) weeks prior to the first day of planned work for the specific task, activity or operation or as otherwise required in this section.

b. Request to Work: Submit Request to Work to the Engineer, in an Excel format matching that used during the SSWP meeting, no later than the Friday three (3) weeks prior to the week in which the work is requested to be performed.

The work week for purposes of the Request to Work is defined as 4 AM Monday to 4 AM the following Monday. The Request to Work must have an approved SSWP attached.

1.06 SITE SPECIFIC WORK PLAN (SSWP)

a. Prepare a detailed Site Specific Work Plan for every construction task, activity, or operation of the Work to be performed within a Work Window. Contractor's SSWP shall demonstrate Contractor's understanding of the contract requirements pertaining to execution of construction tasks, activities, or operations and their impacts on railroad operations, and represents Contractor's intent and plan for performing work in such manner as to meet all contractual requirements, minimize impacts, and prevent delays to railroad operations. Include text, diagrams, or drawings as necessary to provide the required information.

b. Format and Content: The SSWP shall include the following information:

i. Summary: Including:

1. Work Description: Identify the primary work task, activity or operation to be performed. If applicable, identify and differentiate scope of work to be performed by Contractor's and other's forces.

2. Location: Describe the specific location and limits of work identified by station or mile post.

3. Time and Duration: Indicate the start time of each task/activity and the planned duration.

4. Track Impact: Indicate tracks affected by the work and the nature of the impact.

5. Anticipated Impacts to Operations: Describe impacts to Caltrain passengers and the general public, including changes to pedestrian or vehicular traffic patterns, boarding locations, or access points. Describe impacts to train operations, including need for single or multiple track outages, possible train delays, and possible speed restrictions during and after work.

6. Construction Method: Describe the construction method, labor, materials, and equipment to be used. Include maximum dimensions for width, depth, height and travel path of all equipment.

7. Hazard and Risk Description: Identify and describe foreseeable hazards and risks associated with the performance of the work and which could impact return of track to service.

8. Accident and Delay Prevention Methods: Describe controls and procedures that will be implemented to reduce or eliminate each foreseeable hazard and risk described above, including contingency plans for returning track to service in the event key elements of the plan fail to occur as planned.

9. Contingency Plan: Submit a Contingency Plan that specifically addresses potential problems during performance of the identified work and planned mitigations to those problems. The Contingency Plan shall include the following items:

    i. Description of potential events which could disrupt the operations of equipment and personnel while performing the identified work, and a contingency plan for addressing alternatives.

    ii. Timing and protocols for notifying JPB if PCJPB if problems arise during performed of the identified work which will prevent the track from being returned to service within the scheduled work window.

    iii. Identification of spare equipment, parts and construction materials to be kept on hand.

ii. Detailed Work Breakdown: Including:

1. Step by step breakdown of all work activities to be performed within the Work Window.

2. List of all assumptions and tasks, availability of materials, equipment and labor, which must be completed or on hand prior to the commencement of the work.

3. Identify critical milestones which must be achieved prior to continuing with the next work activity.

4. Staffing requirements for all disciplines and shifts within the Work Window, including Subcontractors. Incorporate Owner furnished labor requirements.

5. Identify Contractor's responsible person(s) in charge for the overall operation and individual tasks, including name, role, responsibility, and contact information for each person.

6. List of materials and equipment required for each work task, activity, or operation.

iii. Detailed Schedule of Work Activities: Prepare a detailed critical path method schedule of all activities required to complete the work covered by

the plan, including activities to be performed by Contractor's or other's forces. Schedule shall be developed in the same manner and format as other schedules submitted in accordance with Section 01310, Schedules.

a. Include duration of each activity with a planned duration of one half hour or greater.

b. Include time for inspections required to place the tracks and signal system back in service, if applicable.

c. Include at a minimum 30 minutes for Owner furnished stabilization for any activity requiring Owner furnished stabilizer.

c. The Engineer will review the Site Specific Work Plan. Furnish additional information as requested by the Engineer.

#@# (OPTIONAL CLAUSE: Refer to Contract Documents Preparation Manual for usage.

d. Submit Site Specific Work Plans for the following work elements to the Engineer within the times listed.

i. #@# (List each work element and unique submittal time requirement)

1.07 REQUEST TO WORK

i. Obtain Engineer's approval of applicable Site Specific Work Plans prior to submittal of a Request to Work.

ii. Prepare a Request to Work for every construction task, activity or operation and obtain an Approval to Work prior to performing any such construction task, activity or operation.

iii. Request to Work shall include one (1) electronic copy and one (1) hard copy with the following information:

1. Work elements to be constructed.

2. Copy of the approved SSWP for each work element.

3. Schedule of requested days and dates for each work element.

4. Requested Work Windows for each work element.

5. Type of Roadway Worker Protection, as defined in Section 01035, On-Track Safety and Roadway Worker Protection, required for each work element.

1.08 CANCELLATION OF WORK

i. The Owner may, at any time, withdraw its approval of a Request to Work.

ii. If approval is withdrawn after the Contractor has begun work, the Contractor shall fully cooperate to vacate the area in a safe and rapid manner. The Contractor shall inform the Engineer, as soon as possible (but within one hour) after requested to vacate the area(s), of the extent of the work that must be performed in order to vacate the area(s) and the estimated time required to perform such work.

iii. If Contractor cancels work in a scheduled Work Window after receiving an Approval to Work with less than five (5) days notice, the Contractor will be assessed costs of Owner furnished labor and equipment as specified in Section 01004, Owner Furnished Labor and Equipment.

iv. If the Owner cancels a Work Window with less than five (5) days notice, the Owner will pay reasonable and documented costs for Contractor's equipment rental and mobilization, but not Contractor labor costs. The Contractor shall take measures to minimize its costs in case of such cancellation.

v. If the Contractor cancels work for a scheduled Work Window with at least five (5) days notice or the Owner cancels a Work Window with at least five (5) days notice, there will be considered to be no costs to either party.

1.09 QUALIFICATIONS

A. Personnel and their designated representatives required to be at each distinct work area to ensure track and signal are constructed in accordance with the Contract Documents, required to perform preliminary inspections prior to returning track to service, and required to be present during Owner and ORR inspections shall be qualified as required by FRA Part 213.7, Part 234, Part 236, and Section 01005, Contractor's Personnel and Equipment.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01012 PARTNERING

PART 1 – GENERAL

1.01 PARTNERING

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

B. To implement this partnering initiative, prior to receiving Notice to Proceed, the Contractor's management personnel and the Engineer will initiate a partnering development and team-building workshop. Project personnel shall 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 Engineer and the Contractor. Persons required to be in attendance will be the Engineer's management staff and key project personnel representing the 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 may also be invited to attend.

C. 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. It is anticipated that #@# (Insert number of meetings anticipated) follow-up meetings will be held within the first #@# (Insert number of months anticipated) months after Notice to Proceed, with additional meetings to be agreed to by both parties.

D. All costs associated with partnering will be divided equally between Owner and Contractor. The Contractor is allowed a maximum mark-up of five percent (5%) on the Partnering professional facilitator's services.

E. The formation of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

1.02 DELIVERABLES

A. Resume of proposed Facilitator.

B. Terms and conditions, and cost quote for contract with Facilitator.

C. Terms and conditions, and cost quote for workshop facility arrangements.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01020 LOCATION AND EXISTING SITE

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes description of the work site, including location, limits of work, access to site, use of site, and train traffic conditions.

1.02 WORK LOCATION AND LIMITS

A. The work location and limits include:

1. #@# (Insert description of work location and limits.)

1.03 DEFINITIONS

A. Construction Staging Area: Property available for use by the Contractor during the construction period for the purpose of storing materials and construction equipment and coordinating activities associated with the Work.

B. Special Event Service: Revenue passenger trains, in addition to the trains listed in the public timetable which are operated to provide additional service capacity for special events as listed in this section.

1.04 SITE ACCESS

A. Access to work sites may be available from adjacent roadways, at nearby existing public grade crossings, or through Owner's right-of-way within the project limits, as shown on the Contract Drawings or as authorized by the Engineer.

B. Attention is directed to GC3.3.1, Rights-of-Way. Any additional rights-of-way for access desired by the Contractor shall be provided by the Contractor at no cost to the Owner. If additional access is acquired by the Contractor, submit to the Engineer all agreements and conditions related to the acquired access prior to its use.

C. Do not construct temporary grade crossings over any active tracks, except as shown on the Contract Drawings or approved by the Engineer.

D. Contractor personnel or equipment shall not cross active tracks at any time except as approved by the Engineer through the Site Specific Work Plan, Request to Work, and Approval to Work processes in accordance with Section 01011, Work Planning. Roadway Worker Protection requirements apply when crossing active tracks.

#@# (Insert additional paragraphs as needed to describe terms and conditions for use of specific access paths or points shown on the plans, including any conditions for use of Temporary Construction Easements or other temporary access rights.)

1.05 AREAS FOR CONTRACTOR'S USE

#@# (Select and insert one of the two standard optional clauses below as applicable to the project.)

(OPTIONAL CLAUSES:

Option 1:

A. Construction Staging Areas are available at locations as shown on the Contract Drawings and designated herein, subject to conditions specified:

1. #@# (Insert description of available Construction Staging Areas and any conditions for use.)

B. Additional storage or staging areas shall be as approved by the Engineer.

Option 2:

A. Construction Staging Areas within the project limits may be available upon request and approval of the Engineer.)

C. Contractor shall not have exclusive use of any storage areas within Owner's right-of-way.

1.06 USE OF PREMISES

A. Do not occupy property owned by the Owner outside the limits of work as shown or specified in the Contract Documents without prior approval of the Engineer.

B. Limit use of the premises to allow for Owner occupancy and public usage of other portions of the site.

C. Coordinate use of premises under the direction of the Engineer. Any request for use of Owner's right-of-way within or outside of project limits shall be coordinated and approved through the SSWP process as defined in Section 1011 Work Planning. SSWPs for this work shall include site usage layout, SWPPP considerations, and work site safety and security measures.

D. Assume full responsibility for protection and safekeeping of tools, materials, equipment, and the Work. Contractor shall not be entitled to reimbursement for incidents of vandalism and theft.

E. Remove all debris from the site at the end of each shift and securely store tools, equipment, and materials during non-working hours. Whenever the Contractor's storage areas create a condition hazardous to the public, including the creation of an attractive nuisance, furnish, erect, and maintain fences, barricades, lights, signs and other devices and take other protective measures as are necessary to prevent accidents or damage or injury to the public, as determined by the Engineer.

1.07 USE OF TRACKS

#@# (Select and insert one of the two standard optional clauses below as applicable to the project, or if not applicable, omit this article in it's entirety and renumber following articles as needed.).

(OPTIONAL CLAUSES:

Option 1:

A. There are no on-track storage locations within the work limits. On-track equipment storage may be available upon request and approval of the Engineer within 25 miles of the work site along the Owner's railroad corridor. Obtain Engineer's approval for use of tracks in advance. Attention is directed to Section 01011, Work Planning. Contractor shall be solely responsible for securing legal access to non-Owner owned tracks as desired by Contractor.

B. No guarantee is made about the condition of the existing tracks. Repair work may be necessary to make tracks operational if desired for use by the Contractor. Any work necessary to repair or upgrade tracks for the Contractor's use shall be at the expense of the Contractor.

Option 2:

i. On-track equipment storage locations within the Owner's railroad corridor are located as shown on the Contract Drawings and designated herein:

1. #@# (Insert description of available storage track locations.)

ii. Availability of tracks is subject to approval of the Engineer through the SSWP process in accordance with Section 01011, Work Planning. Contractor shall be solely responsible for securing legal access to non-Owner owned tracks as desired by Contractor.

1.08 EXISTING SITE CONDITIONS AND USES

i. Attention is directed to Section 01120, Hazardous Materials Conditions and Procedures.

1.09 TRAIN TRAFFIC

A. The following is a general summary of train traffic in the rail corridor:

1. Passenger Rail Carriers: Including PCJPB/Caltrain Peninsula Commute Service, Amtrak Intercity, Altamont Commuter Express (ACE), and Amtrak Capital Corridor.

2. Other Rail Transporters: Union Pacific Railroad and others.

B. Frequency and Hours of Operation:

1. Commuter and Intercity passenger rail services in accordance with published time tables.

3. Train traffic may vary in time and frequency over the course of the Contract per published revisions to timetables.

4. Union Pacific Railroad freight operations may occur on any track, at any time, and in any direction. Frequency of operation is subject to market conditions and is subject to change without notice at the discretion of Union Pacific Railroad.

C. Caltrain Special Event Service: Additional trains are operated for the following events:

1. San Francisco Giants Baseball home games
2. Stanford Football home games
3. San Francisco 49ers Football home games

5. Other special events occurring yearly as follows:

a. January – up to 4 events
b. February – up to 4 events
c. March – up to 2 events
d. April – up to 2 events
e. May – up to 4 events
f. June – up to 4 events
g. July – up to 4 events
h. August – up to 2 events
i. September – up to 3 events
j. October – up to 3 events
k. November – up to 3 events
l. December – up to 5 events

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01035 ON-TRACK SAFETY AND ROADWAY WORKER PROTECTION

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes general requirements for on-track safety and roadway worker protection, including the various types of on-track protection required to perform different aspects of the Work, and the procedure, and requirements for obtaining training for workers performing Work.

1.02 GENERAL

A. Contractor shall familiarize itself with Caltrain's On-Track Safety Plan and the Code of Federal Regulations Title 49, Part 214: Railroad Workplace Safety. The Contractor will be expected to conduct its work in compliance with rules and regulations set forth in these documents.

1.03 DEFINITIONS

A. On-Track Safety (OTS) Envelope: The space bounded by two imaginary lines, measured 15 feet horizontally from the field side (outside) of the field rail of any track on which trains or on-track equipment operate or may potentially operate. The OTS Envelope also includes the width and length of any active station platform. The boundaries of the OTS Envelope extend from top of rail vertically up infinitely.

B. Fouling of OTS Envelope: The placement of a roadway worker or an item of equipment within the OTS Envelope.

C. Fouling of Track: The placement of an individual, material or piece of equipment where said item will be struck by passing train or on-track equipment.

D. Roadway Worker: Any personnel compensated by a railroad, whose duties include inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery, including flagmen and watchmen as defined in this section.

E. Roadway Worker Protection (RWP) Training: Training provided by the ORR, which is a prerequisite for all personnel performing Work within the right-of-way or the OTS Envelope, or with the potential to affect the Operating System or foul the tracks.

F. Flagman: An employee designated by the railroad to direct or restrict the movement of trains through the working limits.

G. Watchman: An employee who has been trained and qualified to provide warning to roadway workers of approaching trains or on-track equipment such that the roadway workers may be in the designated place of safety 15 seconds in advance of the arrival of the train or on-track equipment.

H. Sub-Group Coordinator: An employee, under the supervision of a Flagman, designated by the ORR to oversee a work group under Form B protection provided.

I. Work Group: A group of roadway workers engaged in a common task.

J. Place of Safety: A location outside of the foul of the track, specified during the job briefing, where all roadway workers shall assemble when warned to clear for an approaching train or piece of on-track equipment.

K. Roadway Worker Protection (RWP): Various types of protection provided by the ORR in order to protect trains and the Operating System from being impacted by the Work; and to protect Roadway Workers from trains. Types of protection include, but are not limited to: Form B, Form C: Track out-of-service, TAW, and Track and Time.

L. Train Approach Warning (TAW): A type of RWP protection, provided by an OFL Watchman or Flagman who acts as a dedicated lookout for trains approaching the work zone and who then warns the personnel that are working under TAW, through a combination of visual and auditory warning mechanisms, that a train is approaching and that all work must cease, and that the personnel must retreat to the Place of Safety until the Watchman/Flagman has determined that it is safe to resume work. During TAW, the movement of trains or on track equipment is not restricted.

M. Form B: A type of RWP protection, provided by a Flagman, or Flagman in combination with a Sub-Group Coordinator, in which no train may enter the work zone without permission from the Flagman providing Form B. The Flagman/Sub-Group coordinator shall warn the personnel performing the Work using a combination of visual and auditory warning mechanisms, that a train is approaching and that all work must cease, and that the personnel and equipment must retreat to the Place of Safety until the Flagman/Sub-Group Coordinator has determined that it is safe to resume work.

N. Single Tracking: A type of RWP protection where at least one (1) track remains in service, while one (1) or more of the remaining tracks are restricted from revenue train movements.

O. Rail Service Outage: A type of RWP protection where all tracks are out of service. Work which requires fouling all tracks or with the potential to drop material such that it would foul all tracks may only be performed under Rail Service Outage.

P. Track and Time: A type of RWP protection issued by the Dispatcher to a Flagman which grants exclusive track occupancy between two control points for a designated time period, during which no trains may enter the Track and Time limits.

Q. Personal Protective Equipment (PPE): Equipment worn by each roadway worker. Shall include at a minimum: a hardhat, safety glasses, an orange colored vest with horizontal and vertical reflective strips and appropriate work boots with a safety reinforced toe, ½" minimum defined heel and 6" lace-up closure.

R. Electrical Safety Envelope: A ten (10) foot envelope surrounding any OCS wire per OSHA 1926.1408.

1.04 SUBMITTALS

A. Submit a complete list of all personnel that have received RWP or Machine Operator training. Submit an updated list to the Engineer at each construction progress meeting.

1.05 ROADWAY WORKER PROTECTION TRAINING

A. Four (4) hour Roadway Worker Protection (RWP) training is required annually by all Contractor personnel performing Work:

1. Within Owner's right-of-way, as shown in the Contract Plans, or
2. Within On-Track Safety Envelope, or
3. Having the potential to foul the tracks if that piece of equipment were to fall over, or
4. With potential to affect the Operating System or any operating system component.

B. An additional hour of Machine Operator training is required annually by all Contractor personnel operating a piece of equipment heavier than 100 lbs., and performing Work:

1. Within Owner's right-of-way, as shown in the Contract Plans, or

2. Within On-Track Safety Envelope, or

3. Having the potential to foul the tracks if that piece of equipment were to fall, or

4. With potential to affect the Operating System or any operating system component.

C. A full day of "Working within an Electrified Environment" Safety training is required annually by all Contractor personnel performing Work within the Electrical Safety Envelope.

D. The Contractor shall be responsible for ensuring all personnel that require training, receive and pass the appropriate level of training in advance of performing any Work. RWP training is conducted by the ORR. Information including the ORR online scheduler for RWP training is available at: http://www.caltrain.com/about/doingbusiness/safety.html. All Contractor personnel shall register for training prior to arriving.

E. The requirements of this Section shall apply to all visitors and any Contractor personnel, including those not directly involved in the Work, except for those individuals that perform no work other than making deliveries of materials.

F. Personnel making deliveries who are not RWP qualified shall wear all required PPE and remain in or with their vehicle while on the job site.

1.06 ROADWAY WORKER PROTECTION (RWP)

A. The Owner will provide Roadway Worker Protection and OFL as specified in Section 01004, Owner Furnished Labor and Equipment.

B. The Owner and the ORR will determine the number of OFL and the designation (Watchmen versus Flagmen) required for each activity. The Contractor shall provide an estimated level of RWP required for each work day in conjunction with the Site Specific Work Plan as specified in Section 01011, Work Planning.

C. The maximum protection distance covered by one watchman or Sub-Group Coordinator is 300 feet in either direction. Perform no work under TAW protection beyond this limit without additional watchmen. Provision of additional watchmen is subject to the approval of the Engineer and possible labor charges to the Contractor in accordance with Section 01004, Owner Furnished Labor and Equipment.

D. If all work planned for a specific period will be outside of the on-track safety envelope, the limit of the on-track safety envelope shall be identified by a physical delineation. Orange cones, snow fence or approved alternative shall be placed no less than 15 feet horizontally from the field side (outside) of the

field rail of any track on which trains or on-track equipment operate, or may potentially operate, for the length of the work zone, unless a physical barrier (as approved by the engineer) such as a permanent fence or structure is present.

1.07 TYPES OF RWP PROTECTION AND LIMITATIONS

A. The Owner and ORR shall determine the type of RWP protection or combination of protections required for each portion of the Work as part of the SSWP process described in Section 01011, Work Planning.

B. Any activity shall require RWP protection which in any part requires that Work be performed:

1. Within Owner's right-of-way, as shown in the Contract Plans, or

2. Within On-Track Safety Envelope, or

3. Having the potential to foul the tracks if that piece of equipment were to fall over, or

5. With potential to affect the Operating System or any operating system component.

C. Portions of the Work that do not require the use of equipment heavier than 100 lbs. or have the potential to affect the track structure or signal system in a way that renders either inoperable, may be protected with **Train Approach Warning**. Portions of the Work that require equipment heavier than 100 lbs. shall not be performed under Train Approach Warning. For planning purposes it shall be assumed that no work may proceed for a minimum of three (3) minutes during the passage of each and every train.

D. Portions of the Work that require equipment heavier than 100 lbs. with the ability to clear the foul within thirty seconds of being directed by the Flagman/Sub-Group Coordinator that a train is approaching may be performed under Form B protection. For planning purposes it shall be assumed that no work may proceed under **Form B** protection for a minimum of seven (7) minutes during the passage of each and every train.

E. Elements of the Work that require equipment that is unable to clear the foul within thirty seconds of being directed by the Flagman/Sub-Group Coordinator that a train is approaching, or that involves the disassembly or disruption of the track structure or signal system, or that involves the demolition or construction of material such that material may fall within the On-Track Safety Envelope of one track may require **Single Tracking**. If any of the above mentioned conditions affect all tracks through a portion of the work limits the activity may require a **Rail Service Outage**.

F. When TAW protection is being employed: Only work with hand tools allowed. Hand tools are defined as tools that can be removed from the On-Track Safety Envelope if they break or cease to function under man power alone. Without additional protection, no heavy equipment may operate within the On-Track Safety Envelope, or within a distance equal to the height of the tallest piece of equipment but in no case closer than 15' from the nearest rail.

G. When Form B protection is being employed: Heavy Equipment operation allowed within On-Track Safety Envelope, with operation stopping clear of the foul of the track for the passage of trains (at least five (5) minutes per train). No disruption to the track structure or the signal system is allowed. No Form C Track Out of Service allowed.

H. When Single Tracking is being employed: Heavy Equipment operation allowed within On-Track Safety Envelope of the active tracks, with operation stopping clear of the foul of the active track for the passage of trains (at least five (5) minutes per train). Work with hand tools allowed to continue outside of the On-Track Safety envelope of the active track. Track structure and/or the signal system of the active track may be altered or removed from service as outlined in an approved SSWP.

I. When Rail Service Outage is being employed on all tracks: disruption to the Operating System is permissible within the work limits.

1.08 CONSTRUCTION AND SAFETY PROCEDURES

A. All Contractor personnel engaged in the Work must have readily available, a copy of an up-to-date Caltrain On-Track Safety Plan. 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 employees and to the Engineer for review at any time during working hours.

B. Contractor's site personnel, including Subcontractors and visitors, may not enter or work on Owner's right-of-way without prior RWP training.

C. Every work group shall be under the supervision of a watchman.

D. Do not proceed with work subject to RWP until the required RWP personnel are in position and have authorized start of work. Comply with instructions and directions of RWP personnel.

1. Upon warning by a Flagman, Watchman or Sub-Group Coordinator, cease work activities, and place materials, equipment and tools in an idle position clear of the track structure. All personnel shall move to a Place of Safety, where they shall remain until receiving a signal from RWP personnel that work may resume.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01040 WORK HOURS AND TRACK ACCESS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section defines the work week and allowable work hours at the site.

B. Refer to Section 01011, Work Planning, and 01035, On-Track Safety and Roadway Worker Protection, for additional definitions and requirements.

1.02 DEFINITIONS

A. Work Window: A period of time with a specific beginning and ending time and duration approved by the Owner and ORR in which the Contractor may perform work.

B. Weekday Work Window: A Work Window which takes place on a weekday (Monday through Friday) during the hours specified under part 1.05 Work Windows below.

C. Weekend Work Window: A Work Window which begins at 2000 Friday night and ends at 0500 Monday.

1. A Weekend Work Window in which a special event is scheduled at Levi's Stadium in Santa Clara (including but not limited to San Francisco 49er Football home games) for which Special Event Service will be provided; the Weekend Work Window shall be from 2000 Friday to 1000 Sunday.

D. Non-Revenue Hours: Hours in which there are no scheduled revenue trains. During Non-Revenue Hours not protected by a Rail Service Outage as defined in section 1035, the passage of trains will be expected.

1.03 WORK WEEK

A. The work week for this contract is identified as Monday through Friday. Certain construction activities that require access to both tracks, shall be performed during non-revenue periods, or restricted to weekends only.

1.04 WORK HOURS

A. Work with no potential to impact the Operating System shall be performed #@# (Insert applicable days and start and end times).

B. Construction activities, including delivery of materials and equipment to the site, with the potential to impact the Operating System shall be limited to the allowable work windows described in this section.

1.05 WORK WINDOWS

A. Work Windows are as follows:

1. Weekday Work Windows shall be **0700 to 1700, Monday through Friday** with On-Track Safety available as follows:

a. TAW: 0700 to 1700

b. Form B: 0930 to 1530

c. Single Tracking: 0945 to 1515

d. Track and Time: 1010 to 1510,

1) Maximum duration: 20 minutes

2) Maximum number of occurrences per hour: one (1)

e. Rail Service Outage: not available

2. A Weekend Work Window shall be **2000 Friday to 0500 Monday** with On-Track Safety available as follows:

a. TAW: 2000 Friday to 0500 Monday

b. Form B: 2000 Friday to 0500 Monday

c. Single Tracking: 2000 Friday to 0500 Monday

d. Track and Time: 2000 Friday to 0500 Monday

1) Maximum duration: 30 minutes

2) Maximum number of occurrences per hour: one (1)

e. Rail Service Outage: 0035 to 1635 Saturday

B. The construction operations and activities indicated for each Work Window shall be performed only during the windows specified unless otherwise approved by the Engineer in writing.

C. The Contractor shall not have exclusive rights to each Work Window. The Engineer does not expressly or by implication agree, warrant or guarantee that Work Windows will be granted for the dates requested by the Contractor.

Requests for Work Windows will be approved based on evaluation of submitted SSWPs as defined in Section 1011.

1.06 RESTRICTIONS

#@# (Insert paragraphs as needed to describe any restrictions for work hours not covered elsewhere. If no restrictions, omit this article and renumber accordingly.)

1.07 AVAILABILITY OF TRACKS

A. Main line tracks, yard tracks, and sidings are only available during Non-Revenue Hours or during Single Tracking unless approved by the Engineer.

B. Contractor is responsible for protecting tracks and track structures at all times when performing Work on or adjacent to the tracks, or when performing work that has the possibility to cause objects to fall on the tracks, in conformance with the provisions of section 01035, On-Track Safety and Roadway Worker Protection.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01045 COORDINATION - GENERAL

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for coordinating work with other entities and obtaining permits and approvals.

1.02 GENERAL

A. Attention is directed to GC5.16, Cooperation with Other Forces. The following are known contracts or work activities anticipated to be active within or adjacent to the work limits of the Contract. This list is not intended as a comprehensive list and is provided as a convenience to the Contractor.

1. #@# (Insert list of known JPB contracts or other work activities in the vicinity of the Work. If no contracts or work activities are known, insert “None”.)

B. Refer to Section 01011, Work Planning, for Site Specific Work Plan requirements.

1.03 DELIVERABLES

A. Submit to the Engineer copies of permit applications, permits, licenses, certifications, releases, jurisdictional settlements, notices, delivery manifests, receipts for fee payments, correspondence and records obtained for performance of the Work under the Contract. Submit within the Administrative Planning Period or at least seven (7) days prior to commencing work in areas for which such permits or approvals are required.

#@# (Optional: “B. Provide copy of executed UPRR’s Standard Contractor’s Right of Entry Agreement within Administrative Planning Period”. Insert if optional article 1.07 is used.)

(#@# OPTIONAL ARTICLE:

1.04 WORK RESTRICTIONS

#@# (Insert any restrictions related to coordination of work with other entities which are not covered elsewhere in the Contract Documents. If no restrictions apply, omit this article and renumber subsequent articles accordingly.)

1.05 COORDINATION WITH OPERATING RAILROAD OF RECORD (ORR)

A. Comply with the rules and regulations of PCJPB and its ORR for protecting the tracks and property of its tenants or licensees including, rail traffic, wires, signals, and cable at and in vicinity of the work.

B. Obtain permission in writing from the Engineer, through an approved Site Specific Work Plan, for movement of equipment on track or across tracks at locations other than public crossings. Such permission may not necessarily be granted. If it is granted, comply with any condition required, such as, the bridging of rail and the protection of ballast section.

(OPTIONAL ARTICLES:

1.06 COORDINATION WITH PROPERTY OWNERS AND TENANTS

#@# (Insert any specific notice or other requirements for coordinating work with property owners or tenants not included elsewhere in the Contract Documents. If no requirements apply, omit this article and renumber subsequent articles accordingly.)

#@# Optional clauses – insert and modify as applicable:

A. Contractor shall notify Engineer 21 days in advance of the date when the Contractor proposes to perform any construction activities on privately owned property.

B. No Contractor equipment or personnel shall be staged at private property without the express written permission of the private property owner.

(OPTIONAL ARTICLE)

1.07 COORDINATION WITH UNION PACIFIC RAILROAD (UPRR)

#@#(Refer to Contract Documents Preparation Manual for instructions for use. If there is no work on UPRR tracks or requiring coordination with UPRR, omit the article and renumber following articles accordingly.

A. All work performed on track that is owned , will be owned, or operated exclusively by UPRR shall be performed in coordination with UPRR and in accordance with UPRR requirements.

B. Comply with the requirements of the latest edition of the following publications:

1. UPRR Track Standards

#@# (Insert any other applicable UPRR publications. Provide copies to bidders.)

C. Execute UPRR's Standard Contractor's Right of Entry Agreement before performing any work on UPRR property.

D. Prior to starting any work on UPRR property the Contractor, and its Subcontractors and vendors who will enter onto UPRR property, shall review UPRR's safety video. Persons entering UPRR property shall follow all UPRR safety requirements as directed by UPRR's duly authorized representative or inspector. Emergency phone numbers shall be posted in a conspicuous place in all field offices. For those persons who will work on UPRR property, the Contractor shall conduct a weekly safety meeting. No red clothing shall be worn on UPRR property.

E. Contractor shall have a copy of the American Railroad Engineering and Maintenance of Way Association Manual for Railway Engineering (AREMA Standards) on the construction site and available for reference at all times.

F. Comply with the rules and regulations of UPRR for protecting its tracks and property, its tenants or licensees including rail traffic, wires, signals, and cable at and in the vicinity of the work.

G. Construct all UPRR track to Class 4 specifications as defined by FRA guidelines except where a higher standard is required by UPRR Track Standards or elsewhere in the Contract Documents.

H. All materials furnished, and facilities or track constructed for ownership or operation upon by UPRR shall be subject to the inspection and approval of UPRR.

I. Obtain permission in writing from the Engineer, through an approved Site Specific Work Plan, for movement of equipment on UPRR tracks or across UPRR tracks at locations other than public crossings.

J. Track availability, working hours, and work windows for work on UPRR tracks shall be coordinated with and will be determined by the UPRR. Track availability, working hours, and work windows may vary from those for tracks owned or operated by the Owner.

K. Where necessary, as determined by the UPRR, Contractor's work shall be protected by and subject to the control of a UPRR Flagman.

(OPTIONAL ARTICLE)

1.08 COORDINATION WITH OUTSIDE AGENCIES

#@#(Refer to Contract Documents Preparation Manual for instructions for use. If there are no project specific agencies identified in addition to those already stated

elsewhere in the General Provisions or other Specifications, omit the article and renumber following articles accordingly.)

A. Attention is directed to GC7.1, Laws to be Observed. At a minimum, comply with requirements of the following outside agencies. This list is not intended as a comprehensive list and is provided as a convenience to the Contractor.

1. #@# (Insert list of known agencies having jurisdiction over the Work or portions thereof. Do not duplicate agencies listed in Section 01090, References.)

B. Procure all permits and licenses and give all notices necessary and incidental to the execution of the work. Comply and coordinate with the outside agencies' requirements in obtaining such permits, licenses, and other authorizations within sufficient time to prevent delays to the work.

#@# (Insert any specific notice requirements for outside agencies not included elsewhere in the Contract Documents.)

1.09 PERMITS AND APPROVALS

A. General

1. Attention is directed to GC7.13, Classification of Contractor's Licenses and Permits.

2. Prepare permit applications and obtain permits not provided by the Owner but required by regulating agencies to perform the Work. Work shall not commence in areas requiring permits prior to issuing of permits from the authorities having jurisdiction. In obtaining permits the Contractor shall:

1. Verify the permit requirements conform to the Contract Documents.

2. Coordinate with regulating agencies to obtain the required permits.

3. Coordinate with the Engineer when obtaining permits.

4. Comply with permit requirements.

5. Assume responsibility for violations of permit requirements.

B. Permits Obtained By Owner

1. The Owner has obtained the following permits; it will not be the Contractor's responsibility to obtain them. The Owner will obtain extensions to permit expiration dates as needed. Comply with the requirements of the permits.

#@# (Insert list of permits obtained by the Owner. If no permits have been obtained, insert "None".)

2. The Owner will obtain the following permits no later than the date indicated; it will not be the Contractor's responsibility to obtain them. Do not commence work in areas requiring such permits prior to issuance of permits from the authorities having jurisdiction. Comply with the requirements of the permits.

   #@# (Insert list of permits to be obtained by the Owner which are not issued as of advertisement. If there are no permits remaining to be obtained by Owner, delete paragraph 2. in its entirety.)

C. Approvals Obtained by Owner

1. The Owner has obtained the following approvals:

   #@# (Insert list of approvals obtained by the Owner. If no approvals have been obtained, and none are required, delete paragraph C and subparagraphs in their entirety. Renumber subsequent paragraphs as necessary.)

D. Permits to be Obtained by Contractor

1. The Owner has identified the following permits as required for performance of the Work, but the permits have not been obtained by the Owner. This list is not intended as a comprehensive list and is provided as a convenience to the Contractor. The Contractor shall coordinate with the regulatory agency having jurisdiction and obtain these and other permits or approvals as necessary to comply with regulatory agency requirements.

   #@# (OPTIONAL CLAUSE: Use when RWQCB criteria for filing the notice are met by project conditions, such as acreage of soil disturbance. Consult with environmental staff and consultants regarding current criteria and whether project conditions will require submittal of a Notice of Intent.

   a. Submit a Notice of Intent to the Regional Water Quality Control Board and obtain coverage under a National Pollutant Discharge Elimination System (NPDES) Permit for storm water discharges associated with construction activities required by this contract. Refer to Section 01560, Temporary Controls, for Storm Water Pollution Prevention Plan requirements.

   #@# (Insert list of permits to be obtained by the Contractor. Do not duplicate permits listed elsewhere in the Contract Documents. If no permits have been identified as the Contractor's responsibility, insert "a. None identified.")

#@# (OPTIONAL CLAUSE: Use for permits that are no cost (negotiated by Owner) but for which Contractor must apply.)

2. There is no cost associated with the following permits or approvals that have been negotiated by Owner. Contractor is required to obtain these permits or approvals as necessary to comply with regulatory agency requirements.

#@# (Insert list of no cost permits to be obtained by the Contractor.)

(OPTIONAL ARTICLE:

1.10 PUBLIC OUTREACH

#@# (Refer to Contract Documents Preparation Manual for instructions for use. Insert any requirements related to public outreach activities such as meetings, publishing and distributing information, etc. which are not covered elsewhere in the Contract Documents. If no requirements apply, omit this article.)

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01047 UTILITIES AND SYSTEMS COORDINATION

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for coordination with and protection of existing utilities including railroad systems.

1.02 GENERAL

A. Locate and protect from damage existing utilities and other facilities that are to remain in place and existing utilities and other facilities that are to be relocated by others.

B. Protect from damage new utilities and other facilities installed within the area of the Work during or prior to the Contract.

1.03 SUBMITTALS

#@# (Optional clause:

A. Utility Installation Plan: Provide complete layout, material cut sheet, and details showing connection, sidings, and access for proposed utility relocations shown on the Contract Drawings

1.04 LOCATION AND PROTECTION OF EXISTING UTILITIES

A. Known utilities are indicated on the Contract Drawings. Locate and identify all underground structures, facilities, and piping prior to commencing any Work which may compromise said utilities. Maintain existing utilities and protect from damage as necessary to satisfy the requirements of jurisdictional utility companies and related codes and regulations. Refer to potholing specified elsewhere in this section for additional requirements in regard to locating utilities.

1. Refer to GC4.5, Utilities and Non-Owner Owned Facilities for requirements for locating facilities not shown or facilities in a different location from that indicated.

B. Do not disconnect or shut down any part of the existing utilities and services, except by permission of authorities having jurisdiction. Submit schedule of estimated shut-down time in order to obtain such permission, and notify all interested parties, neighbors, utilities, and municipal and county authorities, as required.

C. Utilities to be removed shall not be removed until shut-down time and service impact can be kept to a minimum. Do not remove an existing utility line or service until the replacement line, crossover, or capping is ready to be performed.

D. Provide shoring, underpinning, and structural support for existing utility lines and structures which become suspended or otherwise unsupported because of adjacent excavation operations.

E. Excavate, including potholing, in proximity of existing underground facilities using methods as required by the utility companies and as specified, whichever is more protective of underground facility.

F. Protect active underground utilities from damage. If underground utilities are damaged in any way, notify the Engineer and affected utilities immediately for corrective action. In case of emergency involving utilities which participate in the Underground Service Alert (USA), call USA at 1-800-227-2600 and notify the Engineer of the assigned ID number or emergency issue. Comply with instructions of affected utility company and pay all expenses of repair made in connection with such damages.

1.05 NOTIFICATIONS AND POTHOLING FOR EXISTING UTILITIES

A. Notify, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure, the Engineer, the Underground Service Alert-Northern California (USA) at 1-800-227-2600, and utility companies that do not participate in USA which have underground facilities within the limits of the work. Notify USA at least 2 working days, but not more than 14 days prior to performing excavation or other work close to underground facility. Notify other utility companies in accordance with each utility's notification requirements. Have USA and other utility companies locate and mark their facilities within the area of excavation or other work. Maintain such markings in accordance with utility requirements, i.e. have markings renewed, as applicable.

B. Potholing for Utilities and Other Facilities: Prior to any excavation or other subsurface work, excavate, expose, and verify the location of existing utility mains and laterals and other existing underground facilities which may be affected by the Work.

1. At a minimum, pothole and accurately locate all marked or inferred facilities located with less than five (5) feet of clearance to the nearest point of proposed trenching, excavation, shoring, pile or other subsurface temporary or permanent facility.

2. Survey and record the size, location, elevation, and alignment of potholed existing underground utilities and other facilities for inclusion in as-built drawings.

C. Do not proceed with excavation or other subsurface work until surrounding utilities and underground facilities have been located by potholing or other positive means. Determine the method and equipment required to perform potholing without damage to existing facilities. At minimum, utilize hand digging in the vicinity of high risk utilities and where recommended by USA guidelines.

D. Immediately notify the Engineer of utilities or underground facilities located with less than one (1) foot of clearance to the nearest point of proposed trenching, excavation, shoring, pile or other subsurface temporary or permanent facility.

E. Backfill potholes and exploratory excavations, and replace in kind any improvements removed during the potholing operation including pavement, curbs, sidewalks, or other improvements.

F. The following list of utility contacts is not intended as a comprehensive list and is provided as a convenience to the Contractor.

#@# (Edit table to include contact information)

Utility Company Name	Contact Name	Address and Telephone

G. #@# (List any project specific notification requirements.)

1.06 HIGH RISK FACILITIES

#@# Optional Article. If no high risk utilities have been identified, omit the article and renumber following articles accordingly.

A. If the existence of certain underground facilities, referred to herein as “high risk” facilities, is indicated in the Contract Documents, take special precautions to protect the health, safety and welfare of workers and of the public. High risk facilities requiring special precautions include: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 pounds per square inch (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V,

either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

B. If these high risk facilities are not located on the Contract Drawings in both alignment and elevation, perform no work in the vicinity of the facilities until the facility's owner or the owner's representative has located and identified the facility by potholing, probing or other means.

C. The following high risk utilities have been identified within the project limits and are shown on the Contract Drawings. Contact information is provided as a convenience to the Contractor.

#@# (Edit table to list utilities and include contact information)

Utility Type	Location	Utility Company Name	Contact	Telephone

1.07 EXISTING RAILROAD COMMUNICATION AND SIGNAL SYSTEMS

A. Track within project limits will be in use for freight and passenger train operation throughout the construction period. Train movements are governed by signal systems. Where the signal system is in service, take no action that can:

1. Directly or indirectly result in an unsafe condition (i.e.: false clearing of a signal; cause failure to detect train occupancy or an open switch point; provide unauthorized unlocking of a switch; or cause any degradation of signaling system);

2. Cause delay to any train (i.e.: display of a signal aspect less permissive than track conditions allow; cause obstruction of right-of-way; etc.)

3. Perform any work that is not specifically authorized in advance by time and location.

B. Track within project limits are under direct control of the ORR. Undertake no site work without first receiving written approval via an SSWP as described in Section 01011, Work Planning.

C. Existing communications and signaling cables and track wires are located at various locations along the right-of-way. Notify personnel of the presence or possible existence of communications and signaling equipment and cabling, and provide instruction for taking precautions to protect same. Take all steps necessary to protect active cabling from damage. At minimum take the following precautions to protect communications and signaling cables:

1. Carefully examine each work site for the existence of above ground communications and signaling facilities.

2. The Engineer will locate and mark underground communications and signaling cables before start of work.

    a. Notify the Engineer as a part of SSWP process before such marks are needed at various work locations.

    b. Carefully preserve stakes and marks set by the Engineer. If such stakes or marks are destroyed or damaged, they will be replaced by the Engineer at the Engineer's earliest convenience. The Contractor will be charged for the cost of replacing or restoring stakes and marks destroyed or damaged by Contractor's operations. This charge will be deducted from any monies due or to become due the Contractor.

3. Locate cables by performing exploratory excavation by hand tools or vacuum equipment in any location within 3 feet each side of marked wires and cables and elsewhere where presence of communications and signaling cables is likely. Excavate in the immediate vicinity of a cable with hand tools. Perform excavation with hand tools by skimming soil in small increments, rather than by digging straight down with point of a shovel.

D. Excavation by machinery will be allowed only when it has been determined through the preceding precautions that existing cabling is not at risk of damage.

E. Where existing signal cables interfere with the Work, or where signal cables are at risk of damage from the Work, the following steps shall be taken by the Contractor as approved by the Engineer:

1. Lower cabling to a depth of 36 inches below base of rail;

2. Re-route cabling adjacent to the track a minimum of 24 inches from end of tie at a depth of 36 inches below base of rail;

3. Cover cabling by a protective sleeving of rigid pipe and encase in a minimum 6 inch covering of concrete; or,

4. Otherwise protect cabling as required by the Engineer.

F. At least one qualified signal person provided by the Owner shall accompany on-track equipment and personnel performing trackwork. This person will remove, relocate, disconnect, and reconnect any signal equipment which could be damaged by on-track equipment or personnel and work at the direction of the Engineer.

1.08 WORK BY UTILITY OWNERS

A. Certain utilities will be relocated by the affected utility companies prior to or during the Work of the Contract. Facilities to be relocated are listed below:

#@# (Edit table to list utilities to be relocated and include contact information)

Utility Company Name	Location (i.e. stationing) and Description	Approximate Work Schedule	Contact	Telephone No.

1.09 COORDINATION OF WORK BY CONTRACTOR AND UTILITY OWNERS

A. Where shown on the Contract Drawings Contractor shall construct facilities or infrastructure for new utilities to be installed or connected by others.

B. Where new utilities are shown on the Contract Drawings to be constructed by others, or relocated by others, Contractor shall allow at least 90 days after the completion of the associated work for the third party utility companies to perform utility work. Prior to the 90 day period it shall be assumed the utilities shown on the Contract Drawings, as to be relocated or replaced by third party utilities are still in place. Contractor shall complete construction of the associated coordination work prior to utility work being performed by third party utility companies.

C. Certain utilities to be removed, relocated, and/or installed require coordinated work by the Contractor and the affected Utility Owners during the Work. Contractor shall coordinate the utility work with the Utility Owners in accordance with the work sequence listed below:

#@# (Edit table to list utilities, work location, description and sequence)

Utility Company Name	Location (i.e. stationing) and Description	Coordinated Work by Contractor and Utility Company

1.10 UTILITIES BY CONTRACTOR

#@# Optional Article. If no utility work will be performed by Contractor, omit the article and renumber following articles accordingly.

A. Where shown on the Contract Drawings, Contractor shall construct facilities or infrastructure to be installed by Contractor.

B. Certain utilities to be removed, relocated, temporarily supported and/or installed require work by Contractor as listed below:

#@# (Edit table to list utilities, work location and description)

Utility Company Name	Location (i.e. stationing) and Description

1.11 THIRD PARTY FIBER OPTIC DUCT BANK AND LINES

#@# Optional Article. If no fiber optic work, omit the article.

A. Decommissioning the existing fiber optic cable and the purchase, pull, splice, acceptance and activation of the new fiber optic cables shall be performed by the fiber optic company or a contractor acting as the representative of the fiber optic company.

B. The Work associated with the construction of the fiber optic duct bank and lines, including the installation of steel casings under the roadway crossings,

and temporary overhead relocation, shall be performed by the Contractor utilizing one of the following pre-approved installers:

#@# Insert list of preapproved installers.

1.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 – GENERAL

1.01 DESCRIPTION

A. This Section includes requirements for surveying for layout and performance of the work.

1.02 REPLACING DAMAGED SURVEY CONTROL POINTS

A. The Contractor shall carefully preserve monuments, stakes, and marks set by others. If such monuments, stakes, or marks are destroyed or damaged as a result of the Contractor's operations, the Contractor shall contact the entity responsible for the monument, stake, or mark and arrange for and pay costs of its replacement or repair.

B. The Contractor shall be responsible for the cost of replacing any damaged survey control points or monuments established by the Owner.

1.03 DELIVERABLES

A. Submit all field notes, sketches and field books to the Engineer prior to Substantial Completion. Furnish copies of the Contractor's surveyor's field notes within three (3) days whenever requested by the Engineer.

1.04 SURVEYS FOR LAYOUT AND PERFORMANCE

A. General: Perform all surveys for control, layout and performance of the Work, produce field notes, and make calculations and drawings necessary to carry out such work. Check the relative positions of monuments and benchmarks to be used. Check such relative positions each time the Contractor uses such monument or benchmark.

B. Datum: Correctly locate lines and grades required for the construction of the Work from the established reference points and elevations furnished on the Contract Drawings and from published federal, state, or city records which reference the vertical datum as set forth in the Contract Documents.

C. Equipment and Personnel: The Contractor's instruments and other survey equipment shall be accurate, suitable for the surveys required in accordance with recognized professional standards, and in proper condition and adjustment at all times. Perform surveys under the direct supervision of a Professional Land Surveyor licensed to practice land surveying in the State of California in accordance with the Professional Land Surveyors Act of the California Business and Professions Code Sections 8700-8805.

D. Use by the Engineer: The Engineer may at any time use line and grade points and markers established by the Contractor. Surveys performed by the Contractor are a part of the Work and may be checked by the Engineer or representatives of the Engineer at any time. The Engineer may conduct re-surveys or check surveys to correct errors. The Contractor shall be responsible for any lines, grades, or measurements which do not comply with specified or proper tolerances, or which are otherwise defective, and for any resultant defects in the Work.

1.05 SURVEYING ACCURACY AND TOLERANCES IN SETTING SURVEY STAKES

A. Perform control surveys and computations, including surveys of main control lines to determine alignment of major structure components, to an accuracy required to obtain the physical tolerances specified elsewhere in the Contract Documents.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01090 REFERENCES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes general and project specific reference documents, standards, codes, and regulations which pertain to the Work.

B. Section also includes project specific reports and existing information applicable to the Work.

1.02 GENERAL

A. The Contractor shall comply with the more stringent requirement when conflicts occur between publications.

B. Documents made available or published by PCJPB are available for viewing at the PCJPB offices located at 1250 San Carlos Avenue, San Carlos, and on the Caltrain website. Contact the listed Contract Officer to view hard copies of documents. To view or download reference documents, access the Caltrain website at www.caltrain.com.

C. Documents published by other than PCJPB are available through the originating agency or entity. Referenced standards shall be obtained by the Contractor and maintained in the Contractor's office. Referenced standards shall be made readily available for use by the Engineer and the Contractor's staff in carrying out the quality assurance and quality control programs specified in the Contract Documents, and to assure compliance with the requirements of the codes, specifications, test methods, practices, and other standards referenced in the Contract Documents.

1.03 REFERENCED STANDARDS

A. Standards referenced directly in the Contract Documents have the same force and effect and are made a part of the Contract Documents, as if published copies were bound herewith, except that:

1. Referenced standards (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards that are recognized in industry for applicability to work.

2. Portions of a standard referenced directly in a particular Specification shall apply to that portion of the Work described in the "Description" Section of

that Specification only, and shall not apply to other Work not described in the "Description" Section of that Specification.

3. In the event that a portion of a standard, referenced directly in a particular Specification by listing that standard in the "Reference Standards" Section of the Specification, contradicts any portion of the remainder of that Specification, then the requirements of the remainder of that Specification shall have precedence over the contradictory portion of the standard listed in the "Reference Standards" Section of that Specification.

4. In the event that a portion of a standard referenced directly in a particular Specification contradicts any portion of another standard referenced directly in a particular Specification then the more stringent requirement shall have precedence.

5. Recognized industry standards shall be used where no specific standard is referenced in the Contract Documents. The Engineer's approval shall be obtained prior to use of any non-referenced standards.

B. When references are made to the California Manual on Uniform Traffic Control Devices (Federal Highway Administration MUTCD, as amended for use in California) (CMUTCD), it shall refer to the 2009 version.

C. When references are made to the State of California, Department of Transportation (CALTRANS) Standard Specifications and Standard Plans, they refer to the 2010 (US Customary) version.

D. Comply with the requirements contained in the listed publications unless otherwise specified in the Contract Documents.

1. PCJPB Standards: When reference is made to PCJPB Standards in the Contract Documents it shall mean the following standards which are available at: https://www.caltrain.com/engineering-standards

#@# (Confirm accuracy of list with Engineering Administration.)

a. Design Criteria

b. Standard Drawings

c. Standard Specifications

d. Standards for Design and Maintenance of Structures

e. Engineering Standards for Excavation Support Systems

f. CADD Manual

g. Electrification Standards

2. Other Standards: The following standards shall apply only to the scope of work to which each pertains as indicated in the Contract Documents.

a. #@# (Insert list of applicable standards from other agencies or entities. Renumber items as necessary.)

b. Other standards as referenced elsewhere in the Contract Documents.

1.04 REGULATORY AGENCIES

A. The following regulatory agencies have jurisdiction over all or portions of the Work. Contractor shall at a minimum comply with codes and regulations of agencies listed herein and as specified elsewhere in the Contract Documents.

1. Federal and State Occupational Safety and Health Administrations (OSHA and Cal-OSHA)

2. California Public Utilities Commission (CPUC)

3. Federal Railroad Administration (FRA)

4. Federal Environmental Protection Agency (EPA)

5. Bay Area Air Quality Management District (BAAQMD)

6. California EPA – Department of Toxic Substances Control (DTSC)

7. California EPA – Regional Water Quality Control Board (RWQCB)

B. Where a discrepancy exists among the referenced requirements the most restrictive requirement shall apply, except requirements of the FRA will take precedence over requirements of other agencies in the event of inconsistencies or concflicts between the requirements of the agencies.

1.05 EXISTING INFORMATION

A. The following documents have been compiled specifically for this project and are made available on the JPB's procurement website (https://vendors.planetbids.com/portal/68007/portal-home) for information purposes and the convenience of the bidders and Contractor. The information is subject to the conditions and limitations set forth in GC1.6, Existing Information.

#@# general

1. PCJPB Current Passenger Timetable

#@# (Optional Clauses:

2. PCJPB Track Chart

3. Potholing Report

4. #@# (Insert list of project specific reports, studies or other information documents to be provided to bidders.)

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01100 ENVIRONMENTAL MITIGATION PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes special requirements and procedures for #@# (Insert description of the types of work covered.)

#@# (OPTIONAL ARTICLES:

1.02 ARCHAEOLOGICAL PROCEDURES

A. Attention is directed to GC4.2.4, Archaeological Discoveries.

B. #@# (Insert any special archaeological requirements specific to the work of this contract.)

1.03 PRE-CONSTRUCTION CONDITION SURVEY

A. #@# (Insert any requirements for performing and submitting a pre-construction condition survey.)

1.04 HISTORIC BUILDING COVENANTS AND PROCEDURES

A. #@# (Insert any restrictions affecting working conditions, means or methods, access, etc. that are derived from historic covenants at Caltrain stations.)

1.05 ENDANGERED SPECIES MANAGEMENT AND PROCEDURES

A. #@# (Insert any restrictions affecting working conditions, means or methods, access, etc. that are derived from endangered species requirements.)

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01120 HAZARDOUS MATERIALS, CONDITIONS AND PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes description of existing site conditions, general requirements and procedures for work in the presence of hazardous materials, development and implementation of the Contractor's Hazardous Materials Site-Specific Health and Safety Plan (HMSSHASP), and requirements for personal protective equipment, training, and monitoring.

B. Requirements of this Section apply to the Work or any portion thereof which involves disturbance of or exposure to hazardous materials.

1.02 DEFINITIONS

A. Hazardous Materials: Materials consisting of or containing any substances defined, regulated or listed as hazardous substances, hazardous materials, hazardous wastes, health hazards, toxic waste, pollutant or toxic substances or similarly identified as hazardous to human health or the environment in or pursuant to CERCLA, the Hazardous Materials Transportation Act, RCRA, the Clean Water Act, California Health and Safety Code, the Clean Air Act, the California Water Code or any other appropriate regulation or law including without limitation friable asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

B. Personal Protective Equipment (PPE): Individually donned equipment and clothing used in conjunction with appropriate engineering controls and work practices to protect project workers from unacceptable risk related to the handling of soil, building material, or groundwater impacted with hazardous materials.

C. Training and Personnel Monitoring – Labor, materials, equipment, and analyses, utilized to provide appropriate baseline and ongoing training, communication, and verification, including medical surveillance (if needed), of conditions related to employee exposure to hazardous materials.

D. Hazardous Materials Site-Specific Health and Safety Plan (HMSSHASP): A site-specific plan which addresses the safety and health hazards of each phase of site operations and includes the requirements and procedures for employee protection.

1.03 SUBMITTALS

A. Hazardous Materials Site-Specific Health and Safety Plan (HMSSHASP): Submit for approval by the Engineer within 21 days after Limited Notice to Proceed.

B. Amendments: Submit amendments to the HMSSHASP for review and approval by the Engineer as they occur.

1.04 EXISTING SITE CONDITIONS

A. The work site is situated within the Peninsula Rail Corridor, which is located in an urban area proximate to many current and historic sources of hazardous material impacts to soil and groundwater.

B. The timber crossties contain creosote, used as a wood preservative.

1. #@# (OPTIONAL: The Contractor will be required to handle, store and dispose of creosote- treated wood according to California Department of Toxic Substances Control's Alternative Management Standards for treated wood waste. The standards are an alternative to the full hazardous waste regulations and allow for treated wood waste to be disposed of at approved solid waste landfills (as opposed to special hazardous materials disposal facilities).

C. Previous investigations of soil and groundwater at the site have identified the presence of hazardous materials, primarily petroleum hydrocarbons, arsenic and lead, in the soil and ballast #@# (OPTIONAL: “and groundwater”) in certain areas of the site. It is possible that contamination will be encountered at the site in areas not currently characterized as containing hazardous materials or that unknown or unidentified hazardous materials will be encountered.

D. #@# (OPTIONAL: “Previous site investigations have identified the presence of Serpentine rock which may contain elevated levels of naturally occurring asbestos.)

E. #@# (OPTIONAL: “Previous surveys of structures at the site have indicated that some of the materials or coatings comprising structures at the site contain or are hazardous materials.”)

F. #@# (OPTIONAL: “For the nature and extent of hazardous materials known to be present at the project site, refer to Existing Information in Section 01090, References.)

1.05 GENERAL REQUIREMENTS

A. No work that disturbs existing structures, soil, or groundwater containing hazardous materials shall be performed until the Hazardous Materials Site-Specific Health and Safety Plan is reviewed and accepted by the Engineer.

B. Documentation:

1. Maintain logs on-site of monitoring equipment calibration.

2. Maintain logs on-site of the results of field monitoring measurements.

3. Maintain copies on-site of any laboratory analytical results associated with health and safety monitoring.

C. Contractor shall comply with the following general work practices:

1. Do not smoke, chew gum, apply cosmetics or consume food and beverages in areas where hazardous materials are being handled.

2. Wash hands thoroughly before eating, smoking, or drinking.

3. Do not store food in areas where it may come in contact with hazardous materials, including soil and dusts.

4. To the extent practical, stay upwind from operations that emit vapors, gases or particulates.

5. Clean clothing and footwear upon leaving jobsite and prior to entering any vehicle, mobile equipment, or office.

6. Clean vehicle interiors and hand held tools as needed to prevent accumulation of particulates.

D. Follow guidelines for the selection and use of proper personal protective equipment as outlined in the applicable job safety or task hazard analysis from the Hazardous Materials Site Specific Health and Safety Plan. At a minimum all Contractor personnel that may come into contact with site soils shall be suitably dressed to perform their work in a safe manner that minimizes exposure to soil and does not interfere with their hearing, vision or free use of their hands or feet. The following minimum PPE shall be worn by all Contractor employees who may come into contact with site soils:

1. Waist length shirts with sleeves.

2. Trousers covering the entire leg.

3. Work boots.

4. Eye protection meeting the latest American National Standard for Occupational and Educational eye and face protection.

5. Work gloves when handling soil or hand tools in contact with soil.

Additional equipment may modify this minimum requirement and, if required, will be outlined in the Hazardous Material Site Specific Safety and Health Plan as part of the job safety or task hazard analysis.

E. Use equipment, in addition to the minimum outlined herein, if listed in the Hazardous Material Site Specific Safety and Health Plan as part of the job safety or task hazard analysis.

1.06 HAZARDOUS MATERIALS SITE-SPECIFIC HEALTH AND SAFETY PLAN

A. Prepare a Hazardous Materials Site-Specific Health and Safety Plan (HMSSHASP) for all site personnel in accordance with the federal OSHA, and Cal/OSHA regulations. #@# (Optional clause: See Contract Documents Preparation Manual for instructions. Delete "and" before Cal/OSHA and add the following clause to the end of the sentence: "and CCR, Title 8, Industrial Relations, Section 5192, Hazardous Waste Operations and Emergency Response.")

1. The Plan shall include:

a. Provisions specific to handling soils and ballast containing elevated concentrations of petroleum hydrocarbons, and the metals lead and arsenic.

b. Additional information or procedures as determined necessary by the Contractor for safe performance of work in the presence of hazardous materials.

c. #@# (Optional clause: "Provisions specific to the handling of serpentine rock containing elevated levels of naturally occurring asbestos").

d. #@# (Optional clause: "Provisions specific to the handling of structural or building materials containing #@# (insert type of material)").

e. #@# (Optional FOR CEMOF and SF YARD areas: insert applicable provisions from Lenzen RMP or Mission Bay RMP)

f. #@# (Optional: Insert provisions or specific requirements to address any unique project specific conditions).

2. #@# (Optional clause: "The HMSSHASP shall be approved and stamped by an Industrial Hygienist certified by the American Conference of Governmental Industrial Hygienists (ACGIH) prior to submittal.")

B. Implement the HMSSHASP, including use of engineering controls, providing its site personnel with the appropriate training and monitoring and personal protective equipment (PPE) based upon the type of work to be performed and

the associated hazard, and ensuring proper use of PPE and compliance with safe work practices. The Contractor shall perform all monitoring necessary to determine the ongoing appropriate level of PPE for the work.

C. The Engineer will have the authority to stop work if, in the opinion of the Engineer, the level of PPE selected by the Contractor is not appropriate or site personnel are not complying with the requirements of the HMSSHASP.

1.07 UNKNOWN HAZARDOUS MATERIALS

A. When the presence of hazardous materials are not indicated in the Contract Documents and the Contractor encounters materials which the Contractor reasonably believes to be hazardous materials and the hazardous materials have not been rendered harmless, the Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing. The Contractor may continue work in unaffected areas reasonably believed to be safe.

B. If delay of work in the affected area delays the current controlling operation, the delay will be considered a right-of-way delay in accordance with GC8.6, Right-of-Way Delays.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01200 MEETINGS

PART 1 – GENERAL

1.01 GENERAL

A. Meetings shall be held and attended in accordance with the requirements of this section. Additional meetings between the Engineer and the Contractor will be scheduled by the Engineer throughout the course of the contract as determined necessary by the Engineer.

B. The Contractor's Project Manager, or designee as permitted by the Engineer, shall attend each meeting. The designee shall be delegated the full authority of the Project Manager in such meetings.

C. The Contractor's Scheduler, or designee as permitted by the Engineer, shall attend each meeting. The designee shall be a scheduler and shall be delegated the full authority of the Scheduler in such meetings.

D. The Contractor's Safety Officer, or designee as permitted by the Engineer, shall attend each meeting. The designee shall be delegated the full authority of the Safety Officer in such meetings.

E. Authorized representative(s) of active Subcontractors shall attend meetings as required by the Engineer.

1.02 PRE-CONSTRUCTION MEETING

A. The Pre-Construction meeting shall be conducted by the Engineer within 7 days following the effective date of Limited Notice to Proceed. The purpose of the meeting is to introduce the Engineer’s representatives for construction management to their counterparts in the Contractor’s organization, to establish lines of communication among these representatives, and to discuss aspects of the work and administrative procedures to afford both parties a common understanding. The Engineer will establish the agenda for the Pre-Construction meeting.

B. The Contractor’s Project Manager, Project Scheduler, and Safety Officer, representatives of all listed Subcontractors, the Engineer and other Owner’s personnel, and other Contractor’s personnel as agreed by the Engineer and the Contractor shall attend the Pre-Construction meeting.

C. Explanations provided by the Engineer during the Pre-Construction meeting do not amend, supersede or alter the terms or meaning of any Contract Documents and the Contractor shall not claim reliance on such explanations

as a defense to any breach or failure by the Contractor to perform as specified in the Contract.

1.03 CONSTRUCTION PROGRESS MEETINGS

A. The Engineer will conduct Progress meetings weekly and more often as necessary for the competent and timely execution of the Work.

B. The Contractor's Project Manager, Project Scheduler, and Safety Officer, representatives of Subcontractors performing work within the next three weeks, the Engineer and other Owner's personnel, and other Contractor's personnel as agreed by the Engineer and the Contractor shall attend the Progress meetings.

C. The meeting attendees shall, 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 RFI's
6. Review the status of corrective actions, including Punch-list work
7. Review the Three-Week Look Ahead 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.

1.04 SITE MEETINGS

A. The Contractor shall schedule meetings with the Owner and each active Subcontractor at the work site when requested by the Engineer. The Contractor and each Subcontractor shall be represented by competent and authorized representative(s) at site meetings to report the conditions of the Work and to discuss plans, issues, or problems relating to the Work.

1.05 MEETING MINUTES

A. Engineer will prepare meeting minutes. The Contractor shall request corrections to the minutes within two (2) days of receipt. The minutes shall be considered as part of the project records.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01300 SUBMITTALS AND DELIVERABLES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes general requirements and procedures for Contractor submittals and deliverables.

B. Other requirements for submittals and deliverables are specified under applicable sections of these specifications.

C. Submittal requirements specified herein apply to both submittals and deliverables with the following exceptions: Requirements specified as specifically applying to deliverables only apply to deliverables. Requirements regarding Engineer's review only apply to submittals.

D. Provisions for submission of documents required under the General Conditions are not covered by the provisions of this section.

E. All specifications, drawings, manuals and other documents to be prepared under the Contract shall be written in the English language.

1.02 DEFINITIONS AND CATEGORIES

A. Acceptance: Acknowledgement of receipt of a deliverable required by the Contract Documents.

B. Approved: A response from the Engineer indicating the submittal is in conformance with Contract Documents.

C. Approved as Noted: A response from the Engineer indicating that a submittal is in conformance with the Contract Documents provided that the noted changes are incorporated into the submittal. For purposes of this section Approved as Noted shall be considered to have the same meaning as Approved.

D. Amend and Resubmit: A response from the Engineer indicating that a submittal is not in conformance with the Contract Documents and must be re-submitted by the Contractor.

E. Rejected – Resubmit: A response from the Engineer for a Submittal which is not sufficiently accurate, complete and legible to allow a complete review or is broadly unsuited to its intended use.

F. No Action Taken: A response from the Engineer for a Submittal which is received from sources other than the Contractor, which does not have Contractor's review stamp, which has not undergone Contractor review or which is not required by the Contract Documents.

G. Contract Data Requirements List (CDRL): The list of all Contract Submittals and Deliverables and their respective due dates as set forth in 01300 (Attachment A) which Contractor is required to finalize and verify for accuracy.

H. Submittal: Document or item prepared and submitted as part of the Work which is specifically designated as a submittal. Obtain Engineer's approval of submittal prior to proceeding with the work which is the subject of the submittal.

I. Deliverable: Document or item specifically designated as a deliverable which is prepared and submitted as part of the Work. Deliverables are submitted for acceptance by the Engineer and are for Engineer's or Owner's records or used to fulfill a legal or administrative requirement.

J. Shop drawings include original drawings, calculations, diagrams, schedules, other data, and templates specifically prepared by the Contractor.

   1. Shop drawings show in detail:

      a. Proposed fabrication and assembly of a component of the Work.

      b. Installation (form, fit and attachment details) of a component of the Work.

K. Working drawings include original drawings prepared by the Contractor illustrating work required for construction that will not become a part of the completed Work. This includes drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, and staging plans.

L. Product Data includes manufacturer's standard drawings, catalog cuts, brochures, circulars, pamphlets, performance charts, test reports, specifications, installation instructions and recommendations, and other printed information as required to explain product in detail and to verify conformance with the requirements of the Contract Documents.

M. Plans and Procedures: Narrative descriptions, diagrams, procedures for construction activities such as excavation, shoring, equipment, demolition, site clearing, maintenance of traffic, ground anchor testing, and pile load testing.

N. Samples: Physical examples of materials typically for limited visual inspections.

1.03 CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Prepare and submit the Contract Data Requirements List (CDRL) for the Engineer's approval no later than 28 days following the Limited Notice to Proceed. Coordinate with the Baseline Schedule. List all submittals and deliverables. Submit one (1) electronic copy in Excel format and one (1) hard copy.

B. Refer to Attachment 01300-A, Contract Data Requirements List at the end of this section. This list is provided for convenience. Contractor is responsible for independent verification that the CDRL is complete and includes all requirements of the Special Provisions and Supplemental Technical Provisions. Submittals and Deliverables identified by Contractor during independent verification that are not contained in Owner provided CDRL shall be so identified and included in Contractor CDRL submittal for approval.

C. Indicate for each item on the CDRL:

1. Description of item and specifications section and paragraph numbers.

2. The planed date by which submittal of the item will be made.

3. For submittals, date by which approval is required.

4. When applicable, date by which material or equipment which is the subject of the submittal must be on site in order not to delay the progress of the work. Note when material and equipment delivery which is the subject of the submittal or deliverable is on the critical path.

D. The Engineer will review the Contractor's CDRL to determine its completeness and compatibility with the Baseline Schedule.

1.04 GENERAL SUBMITTAL PROCEDURES

A. Contractor shall submit submittals, including those originating with Subcontractors, to the Engineer.

B. Unless otherwise stated, submit one (1) hardcopy original and one (1) electronic copy in .PDF format.

C. Submittal Scheduling: Schedule and make submittals in sufficient time for review by the Engineer and for possible revisions and resubmittal.

D. Submittal Review Timing: With the exception of shop drawings, submittals and resubmittals will be processed within 28 days after receipt from the Contractor or as otherwise indicated in the Contract Documents. Submittals received after 10 AM on Fridays shall be considered received by the Engineer on the following business day.

1. Submittals and resubmittals of shop drawings will be processed within 45 days after receipt from the Contractor.

E. Transmittal: Submit submittals with a transmittal form provided or approved by the Engineer.

1. Identify 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.

2. For samples also include producer information including brand, model, place of origin, and other pertinent information.

3. Include any proposed deviations from the Contract Documents requested or shown on the submittal. Proposed substitutions are subject to provisions specified under “Substitutions” elsewhere in this section.

4. Number the transmittal form in the following format: XXXXX-#A, as follows:

a. XXXXX: Five digit specifications section number followed by a number reflecting the sequence for submittals for that section. Begin serial order with “01”. When a submittal is resubmitted, follow the original number with a sequential alphabetic suffix, starting with "A" indicating the first resubmittal. For example, the second resubmittal of the first submittal in regard to Section 16050 would be numbered: 16050-01B.

F. All submittal and deliverable shipping charges shall be prepaid by the Contractor.

1.05 CONTRACTOR RESPONSIBILITIES

A. Carefully review and approve submittals prior to submitting to the Engineer. Document review and approval process by using a Contractor’s Review stamp.

B. Apply Contractor's stamp, signed or initialed certifying that review and approval, verification of products required, field dimensions, work of other trades, adjacent construction Work, and coordination of information is in accordance with the requirements of the Contract Documents. Include verification of dimensions, sizes, and quantities and that all items fit properly into the Work.

1. Where applicable, shop drawings shall be certified for construction by the manufacturer.

C. Before submission, ensure that products will be available in the quantities and in the time required by the Contract and the Baseline Schedule.

D. Include adequate information to permit the Engineer to evaluate compliance.

E. Use methods such as arrows to clearly identify the products and materials proposed for use.

1. A submittal which contains extraneous information, unmarked options or is incomplete will be returned “Rejected – Resubmit”.

F. When submittals are required to be resubmitted, clearly define the revisions on the resubmittal.

G. 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 will be returned without action.

H. Submittals not required by the Contract Documents will be reviewed or returned without review at Engineer’s option.

I. Maintain a submittal log with dates, submittal transmittal numbers, and review status. Maintain a deliverable log with dates and submittal transmittal numbers.

J. Maintain a file of all submittal documents at the Contractor’s field office.

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

L. The installed Work shall be in accordance with the approved submittals.

M. Make no change in any submittal after the Engineer has approved it.

1.06 ENGINEER’S REVIEW

A. Engineer’s review and approval of submittals does not relieve Contractor of responsibility to complete the Work in conformity with the requirements of the Contract Documents nor does it constitute a waiver of any requirements of the Contract Documents. Defective work may be rejected notwithstanding such review.

B. Engineer’s review and approval of shop drawings, product data, and samples is only for general conformance with the design concept of the project and general compliance with the information contained in the Contract Documents.

C. Working drawings are subject to Engineer’s review and approval only to the extent that the details affect the character of the finished work and for compliance with design requirements applicable to the construction.

D. Engineer's approval of a submittal will not constitute a directive to perform a compensable change to the Contract.

E. Engineer's Action: Shop drawings, working drawings, and product data reviewed by the Engineer will be returned to the Contractor. The Engineer's action on each submittal will consist of one of the following: "Approved," "Approved as Noted," "No Action Taken," "Amend and Resubmit", or "Rejected – Resubmit."

1. Resubmittals are not required for submittals returned marked "Approved," "Approved as Noted," or "No Action Taken."

2. Make corrections and resubmit submittals returned marked "Amend and Resubmit."

3. Submittals will be returned marked "Rejected – Resubmit" if the submittal is not sufficiently accurate, complete and legible to allow a complete review or is broadly unsuited to its intended use. Resubmit rejected submittals after appropriate corrective measures are taken.

F. Engineer will attempt to review submittals within the time period requested by the Contractor, provided it is consistent with the minimum time period specified in the Contract Documents, but the Engineer's inability to do so shall not automatically entitle the Contractor to additional time to complete the Work. If the Engineer fails to complete its review of submittals within a reasonable time (not to be less than the time period specified in the Contract Documents), and if the Contractor's controlling operation is delayed by reason of the delay in review, an extension of time commensurate with the delay in completion of the Work thus caused may be granted pursuant to GC8.3, Delays and Extensions to the Work.

1.07 SHOP DRAWINGS, WORKING DRAWINGS, AND PRODUCT DATA SUBMITTALS

A. Prepare and submit shop drawing, working drawings, and product data as required by the various sections of the specifications, the general submittal procedures specified in this section, and as specified under this article.

B. Where a submittal involves engineering computations or original design work is depicted, show the name, the California state registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with standards, codes, and acceptable engineering practice.

C. Shop Drawings and Working Drawing:

1. Submit a minimum of five (5) copies on bond prints of each submittal, and one PDF format electronic copy. Submit drawings larger than 11 inches by 17 inches rolled, not folded.

2. Drawings shall include a graphical scale and indicate the amount of reduction used, if any. Use the quality of lettering and draftsmanship which ensures readable half size reproductions and is sufficient for legible scanning by conventional commercial processes.

D. Product Data:

1. Submit five (5) copies of each submittal.

2. Product data submittals with more than one item: Prepare binders for product data in accordance with the following requirements.

a. Index sheet (with each item cross-identified with reference to Contract Documents and the divider tab number).

b. Divider Tab #1 (with item identification, such as “P-1”).

c. Title Page: Include the information specified for submittal transmittal tailored to the specific item and the Contractor’s approval stamp.

d. The brochure, product data sheet, or catalog cut for the item.

e. Repeat b, c and d above for each item of the submittal

E. Resubmittals: Comply with requirements specified in Article entitled “Engineer’s Review” under Engineer’s Action in this section.

1.08 SAMPLES

A. Prepare and submit samples as required by the various sections of the specifications or when requested by the Engineer, the general submittal procedures specified in this section, and as specified in this article.

B. Make or provide samples of the specified type, material and finish, using the same methods as will be used in the field. Unless otherwise noted, submit two (2) samples of each item to be approved for color and material.

C. Label samples themselves with submittal transmittal number, name of project; name of Contractor; material represented and location in the project; specifications reference; and producer information including brand, model, place of origin, and other pertinent information.

D. Include all accessories, fastening devices, and similar devices with samples.

E. One of each item may be retained by Engineer for the duration of the Contract.

F. Although a reasonable attempt will be made to maintain the sample in good condition, the Engineer is not responsible for its condition or its return to the Contractor.

G. If the Contractor proposes and Engineer agrees to review samples at the place of manufacture, job site, or recent installation, make necessary arrangements for this review and pay all expenses of the Engineer and others.

H. Make new samples or provide samples as required until a sample is approved for use as a standard for the work. Materials incorporated in the Work shall match the approved samples.

I. Approved samples may be incorporated in the finished Work if marked for identification and their use is approved by the Engineer.

1.09 SUBSTITUTIONS

A. Refer to GC6.3, Substitutions During Construction.

B. Prior to submitting a Substitution Request, submit written evidence of circumstances which changed subsequent to bid opening and which justify consideration of substitution.

C. Submit written request in ample time to permit review and approval without delaying the Work. Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

D. Substitution request by Contractor will not be considered when indicated or implied on shop drawing or product data submittals, without separate written request.

E. Substitution requested by Contractor will not be considered when acceptance will require revision to Contract Documents.

F. A request constitutes a representation that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality of specified product.

2. Will provide same or better warranty for Substitution as for specified product.

3. Will coordinate installation and make changes to other Work, which may be required for Work to be complete, at Contractor’s expense.

4. Pay costs of any redesign by the Owner made necessary by the substitution. Pay costs of testing required to prove equality of proposed substitution.

5. Waives claims for additional costs or time extensions, which may subsequently become apparent.

G. Document each request with complete data substantiating compliance of proposed Substitution. The burden of proof as to the quality and suitability of proposed substitution shall be upon the Contractor. The Engineer will be the sole judge as to the quality and suitability of alternative articles or materials; Engineer's decisions will be final.

H. Whenever classification, rating or other certification by a body such as UL is a part of the specification for any material, submit reports from the listed or equal independent testing laboratory indicating compliance with the Contract Documents.

I. Substitution Request Submittal Procedure:

1. Submit three (3) copies of request for Substitution of consideration. Limit each request to one proposed Substitution.

2. Submit shop drawings, product data, and certified test results attesting to proposed product equivalence.

3. Submit samples upon Engineer's request.

4. Engineer will notify Contractor, in writing, of decision to accept or reject request.

J. Approval of a substitution will be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

K. If the Contractor uses a substitution without the approval of the Engineer, the Engineer may require that it be removed and replaced with the material, article, or equipment designated in the Contract Documents. Costs associated with replacement of a substitution considered to be defective or otherwise unacceptable to the Engineer will be the Contractor's responsibility.

1.10 EXTRA MATERIAL

A. In the various sections, where extra materials, spare parts, or tools are to be delivered to the Engineer, obtain from the Engineer's representative to whom the materials or items are delivered a signed receipt stating the nature of the materials or items delivered, the quantity, and the place and date. Deliver such receipts to the Engineer upon Substantial Completion.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

ATTACHMENT FOLLOWS

Attachment 01300 A – CONTRACT DATA REQUIREMENTS LIST					
Description	**Section**	**Paragraph**	**Submittal or Deliverable**	**Submittal Date**	**Notes**
Equipment List	01005	1.02A	Submittal	Pre-Construction meeting	
Resumes	01005	1.02B	Submittal	Pre-Construction meeting	
Site Specific Work Plans	01011	1.04A	Submittal	6 weeks prior to work	
Requests to Work	01011	1.04B	Submittal	3 weeks prior to work	
Resume of proposed Facilitator	01012	1.02A	Deliverable		
Proposed contract with Facilitator	01012	1.02B	Deliverable		
Proposed workshop facility arrangements	01012	1.02C	Deliverable		
List of all personnel that have received RWP or Machine Operator Training	01035	1.04A	Submittal		
Updates to RWP and Machine Operator Training list	01035	1.04A	Submittal	At each construction progress meeting	
Copies of permits and similar documents	01045	1.03A	Deliverable		
Utility Installation Plan	*01047*	*1.03A*	*Submittal*		
Schedule of estimated shut-down time	01047	1.04B	Submittal		
Field Notes, sketches and field books	01050	1.03A	Deliverable	Prior to Substantial Completion	
Hazardous Material Site-Specific Health and Safety Plan	01120	1.03A	Submittal	LNTP+21	

Attachment 01300 A – CONTRACT DATA REQUIREMENTS LIST					
Description	**Section**	**Paragraph**	**Submittal or Deliverable**	**Submittal Date**	**Notes**
HMSSHASP amendments	01120	1.03B	Submittal	Upon occurrence	
CDRL	01300	1.03A	Submittal	LNTP+28	
Update to CDRL	01300	1.03B.1	Submittal	As required	
Baseline Schedule	01310	1.04A	Submittal	LNTP+28	
Progress Schedules	01310	1.04B	Submittal	Monthly	
Final Progress Schedule	01310	1.04C	Submittal	Within 35 days of Final Acceptance	
Subcontractor Documentation	01310	1.04D.1	Submittal	With Baseline Schedule	
Scheduler Resume	01310	1.04E	Submittal	Pre-Construction Meeting	
Three Week Look Ahead Schedule	01310	1.05A	Deliverable	Weekly	
Time Impact Analysis	01310	1.05B	Deliverable		
Qualifications of Inspection and Testing Agency	01400	1.05A	Submittal	LNTP+28	
Contractor's Quality Control System Manual	01400	1.05B	Submittal	LNTP+28	
Contractor's Quality Control Plan	01400	1.05C	Submittal	LNTP+28	
Resume of Quality Representative	01400	1.05.D	Submittal		
Non-conformance reports	01400	1.06.A	Deliverable		
Test Reports	01400	1.06.B	Deliverable		
Method for placement of temporary construction fence	01520	1.04A	Submittal		

Attachment 01300 A – CONTRACT DATA REQUIREMENTS LIST					
Description	**Section**	**Paragraph**	**Submittal or Deliverable**	**Submittal Date**	**Notes**
Site Specific Health and Safety Plan	01545	1.03A	Submittal	During Administrative Planning Period	
Site Specific Work Site Security Plan	01545	1.03B	Submittal	During Administrative Planning Period	
Safety Data Sheets	01545	1.04A	Deliverable		
FRA approved Drug and Alcohol Testing Program	*01545*	*1.04B*	*Deliverable*	*During the Administrative Planning Period*	
Copy of FRA's letter of approval of the Drug and Alcohol Testing Program	*01545*	*1.04C*	*Deliverable*	*During the Administrative Planning Period*	
Storm Water Pollution Prevention Plan	01560	1.04A	Submittal	LNTP + 21	
SWPPP amendments	01560	1.04B	Submittal		
Traffic Control Plans	01570	1.04A	Submittal		
Haul Routes	01570	1.04B	Submittal		
Details for Advance Notice Signs	01570	1.04C	Submittal		
Certificate of Compliance for Temporary K Rail	01570	1.05A	Deliverable		
Layout of Project Identification Signs	01590	1.03A	Submittal		
Certificates of Compliance	01600	1.02A	Deliverable		
Material Storage Plan	*01600*	*1.02B*	*Deliverable*		

Attachment 01300 A – CONTRACT DATA REQUIREMENTS LIST					
Description	**Section**	**Paragraph**	**Submittal or Deliverable**	**Submittal Date**	**Notes**
Material Transfer/Acceptance receipt	*01600*	*1.02C*	*Deliverable*		
Inventory Records	*01600*	*1.02D*	*Deliverable*		
Spare Parts	01600	1.02E	Deliverable		
Completed Original As-Built Drawings	01700	1.03A.1	Deliverable		
Operations and Maintenance Manuals	01700	1.03A.2	Deliverable		
Warranty Documentation	01700	1.03A.3	Deliverable		
Quality Control Documentation	01700	1.03A.4	Deliverable		
Material certificates of compliance	01700	1.03A.5	Deliverable		
Updated CDRL	01700	1.03A.6	Deliverable		
Certified payroll documentation	01700	1.03A.7	Deliverable		
All spare parts	01700	1.03A.8	Deliverable		
As-built Drawings	01720	1.02A.1	Submittal		
As-built Drawing certification statement	01720	1.02A.2	Submittal		
#@# (Insert Rows as needed for Supplemental Technical Provisions Sections 2 through 20)					

END OF ATTACHMENTS

END OF SECTION

SECTION 01310(c) SCHEDULES – LARGE LUMP SUM PROJECTS

#@# (Choose one of the following four Sections (a) –(d) depending on the project size)

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for preparing, submitting, revising, and updating project scheduling information.

1.02 GENERAL

A. The scheduling and execution of the Work in accordance with the Contract Documents are the responsibility of the Contractor. Schedules shall represent a practical plan to complete the Work within the Contract Time and shall convey the Contractor's intent in the manner of prosecution and progress of the Work. The submittal of schedules shall be understood to be the Contractor's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence and duration indicated in the schedule.

B. Schedules shall be consistent with the time and order of work requirements of the Contract. Execute the Work in the sequence indicated on the current approved schedule.

C. The Contractor shall involve and coordinate all Subcontractors and material suppliers in the development and updating of schedules.

D. The Engineer's review and acceptance or approval of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation or responsibility for submitting complete and accurate information.

E. Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the Contract Time.

F. If, after a schedule has been accepted or approved by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, Contractor shall correct it on the next Progress Schedule.

G. The Contractor shall adjust, add to, or clarify any portion of a schedule which the Engineer determines to be insufficient for monitoring the Work or to be impractical for any reason.

H. Base schedules on verifiable standards, delivery and installation data, and accepted standards of each trade.

I. Float shall not be considered as time for the exclusive use of or benefit of either the Owner or the Contractor, but shall be considered as a jointly owned, expiring resource available to the project and shall not be used to the financial detriment of either party. Use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations or imposed constraints will be cause for rejection of the Baseline Schedule, Progress Schedules and Time Impact Analysis. The Contractor shall not create artificial schedule activities that eliminate any or all float in the project schedule.

1.03 DEFINITIONS

A. Activity: A task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.

B. Actual Dates: The actual start or finish date of an activity which occurs prior to the data date. Dates occurring after the data date are not actual dates.

C. Bar Chart (Gantt Chart): A graphic display of scheduled-related information in which activities or other project elements are listed down the left side of the chart, dates are shown across the top, and activity durations are shown as date-placed horizontal bars.

D. Baseline Schedule: The initial cost and resource loaded schedule representing the Contractor's work plan on the first working day of the project as approved by the Engineer. The approved Baseline Schedule and subsequent Progress Schedules will be used to determine earned value as the basis of payment and will provide the Engineer with a tool to monitor and follow the progress of all phases of the Work.

E. Contract Completion Date: The calculated date for completion of the contract as shown in the current approved Progress Schedule and based on Contract Time.

F. Controlling Operation: The activity considered at the time by the Engineer, within that series of activities defined as the applicable critical path, which if delayed or prolonged will delay the scheduled completion date of the Work.

G. Critical Path: The longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.

H. Critical Path Method (CPM): A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.

J. Data Date: The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

K. Early Completion Date: A scheduled completion date which is earlier than the contract completion date.

L. Float: The difference between the earliest and latest allowable start or finish times for an activity.

M. Free Float: The amount of time an activity can be delayed before affecting a subsequent activity.

N. Milestone: A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration, but will otherwise function in the network as if it were an activity.

O. Narrative Report: A document submitted with each schedule that discusses topics related to project progress and scheduling.

P. Near Critical Path: A chain of activities with total float exceeding that of the critical path but having no more than 14 days of total float.

Q. Out of Sequence Activities: Any activity which actually starts in a sequence other than shown in the current approved schedule.

R. Progress Schedule: A current schedule developed from the Baseline or subsequent schedule through regular monthly review to incorporate as-built progress, earned value and any approved contract change orders.

S. Revision: A change in the schedule that modifies logic, adds or deletes activities, or alters activities, sequences, or durations.

T. Scheduled Completion Date: The planned date of completion of the Work shown on the current approved schedule.

U. Time Impact Analysis: A Critical Path Method (CPM) schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.

V. Total Float: The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

1.04 SUBMITTALS

A. Baseline Schedule: Submit Baseline Schedule to the Engineer within 28 days following the date of the Limited Notice to Proceed for review and approval.

B. Progress Schedule: Submit Progress Schedule each month as part of the submittal of progress payment application for review and approval.

C. Final Progress Schedule: Submit within 35 days following Final Acceptance for review and approval.

D. Subcontractor Documentation:

1. Submit with the Baseline Schedule all Subcontractor schedules utilized in the development of the Baseline Schedule.

2. Submit from each Subcontractor, a statement on Subcontractor's letterhead, certifying that Subcontractor has reviewed and concurs with the Baseline Schedule and that Subcontractor's related schedule has been reasonably incorporated, including activity duration.

E. Scheduler Resume: At Pre-Construction meeting, submit for the Engineer's acceptance the resume of the individual proposed to perform scheduling. If the accepted individual leaves the Project or is assigned duties which no longer permit the individual to perform scheduling, notify the Engineer and submit for acceptance the resume of the proposed replacement.

1.05 DELIVERABLES

A. Three-Week Look Ahead Schedule: Submit first Three-Week Look Ahead Schedule at Pre-Construction Meeting. Submit weekly thereafter at Construction Progress Meetings until Final Acceptance. Submit 10 hard copies.

B. Time Impact Analysis on a compact disc or USB Flash Drive, with three (3) hard copies of the required documentation as set forth in Article 1.14.

C. Any other information requested by the Engineer that is related to the schedule, or the basis for payment to Contractor.

1.06 SUBMITTAL DETAILS

A. Each submittal of Baseline and Progress Schedule shall include the elements listed herein.

B. Electronic Data: Compact disc or USB Flash Drive containing schedule, schedule data, and narrative. Submit one (1) set of electronic data. Schedule data shall be saved in Primavera P6 backup format (.xer).

1. Tabular Reports: Electronic data submitted shall be sufficient to enable the Engineer to generate the following tabular reports: Report sorted by activity number, report sorted by early start, and report sorted by total float. Data shall include the following items for each activity: activity number,

description of what is to be accomplished and where, codes, duration, milestones, predecessor and successor logic, early start, early finish, late start, late finish, total float and free float.

C. Time-Scaled Logic Diagram: Show a continuous flow of information from left to right; be based on early start and early finish dates of activities; group related work activities together; clearly show the primary critical paths using graphical presentation. Prepare originally plotted diagram on E-size sheets, 34 inch by 44 inch and include a title block and a timeline on each page. Submit two sets of originally plotted color diagrams.

D. Gantt Activity Bar Charts: Show activities grouped by work areas and sorted by early start. Submit six (6) hard copies, 11 by 17 inch, and two (2) color E-size plots, 34 inch by 44 inch.

E. Narrative Reports: Submit six (6) hard copies.

1.07 SCHEDULER QUALIFICATIONS

A. The individual preparing schedules for the Work shall have a minimum of five (5) years experience preparing CPM schedules on similar construction projects.

B. The individual preparing schedules for the Work shall be headquartered at the Contractor's local or field construction office and shall be able to respond immediately to problems within 24 hours.

C. The individual preparing schedules shall not fulfill any of the other roles specified in Section 01005 Contractor's Personnel and Equipment.

1.08 BASELINE SCHEDULE

A. The Baseline Schedule shall be a cost and resource loaded Critical Path Method schedule prepared with Primavera P6 software.

B. Software: Utilize latest version of Primavera P6.

C. The Baseline Schedule shall show each activity properly ordered and sequenced for completion of the work, including interface and support activities performed by Owner and ORR forces.

D. The Baseline Schedule shall be sufficiently detailed to preclude the use of construction activity durations greater than 14 days, except that procurement activities requiring more than 14 days, and submittal review periods greater in duration than 14 days shall be allowed.

E. Each activity designation shall delineate the phase or stage of the Work, and the component of the Work such as design, submittal, submittal review,

procurement, fabrication, delivery, construction, testing, and inspection, and shall include:

1. A clear description of the activity, including its location.

2. The duration expressed in full days.

3. A responsibility code denoting the entity (the Owner, the Contractor, subcontractor, government agency, or utility) performing the activity.

4. The dollar amount associated with each activity, in hundreds of dollars. The sum total of activities, plus allowances for bond and insurance premiums, and mobilization, shall equal the Contract amount.

    a. The total dollar amount for mobilization shall not exceed **four percent (4%)** of the total Contract value.

    b. The total dollar amount for demobilization shall not be less than **two percent (2%)** of the total Contract value.

5. The estimated quantity of material in units, if not included as part of the description.

6. Any assumption made about site conditions as they relate to estimated quantities.

7. The number of man-hours and crew size required for the activity, if not included as part of the description.

8. The integer percent complete representing the physical progress.

9. The actual start and finish dates.

10. Identification of required track outages and flag protection.

11. Identification of each activity by work shift (i.e. night, weekend, swing)

12. Any other information requested by the Engineer that is related to the schedule, or the basis for payment to Contractor.

F. The Baseline Schedule shall show a clear and definable critical path(s) for the Work and each specified milestone. Requirements and events which impose limitations, and dates and milestones which constrain the time, shall be clearly identified.

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

H. Baseline Schedule shall include the entire scope of work through the end of Contract Time. The Baseline Schedule shall show how the Contractor plans to complete the Work, the activities that define the critical path, and float on other activities. Multiple critical paths and near-critical paths shall be kept to a minimum. A total of not more than 50 percent of the Baseline Schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer.

I. The data date for the Baseline Schedule shall be the date of Limited Notice to Proceed (LNTP) and shall include 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.

J. The Baseline Schedule shall define non-work days.

K. Multiple schedule calendars shall be utilized to identify and differentiate between day shift and night shift work activities.

L. The Contractor may submit a Baseline Schedule showing an early scheduled completion date provided that the requirements of the Contract are met.

1. The difference between the early completion date and the contract completion date is considered float. Float time shall not be for the exclusive benefit of either the Owner or the Contractor. Float shall be a resource available to both parties.

2. Engineer is not required to accept or approve a schedule with an early completion date.

3. Contractor shall not be entitled to extra compensation in the event an agreement is reached on an early completion date and Contractor completes the Work, for whatever reason, beyond the early completion date but within the Contract Time.

4. Contractor may submit for approval a Cost Reduction Proposal in accordance with GC4.2.5, Cost Reduction Proposals, that will reduce time of construction.

5. Changes to Contract Time or contract completion date shall be by Contract Change Order.

M. A detailed contract narrative report shall be submitted 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.

N. Cost loaded dollar amounts for Mobilization shall not exceed the sum of:

1. Contractor's actual start up cost including any on-site Contractor facilities, batch plants, loading facilities, etc.

2. Depreciation of any fixed price capital investments.

3. Initial payments to fabricators or suppliers if any.

4. Temporary utility connections required to operate Contractor's or Owner's on-site facilities.

5. Any other substantiable fixed startup costs.

1.09 BASELINE SCHEDULE ACTIVITIES

A. Activity Coding: Contractor shall develop its own activity coding structure. Activities shall be coded to a level sufficient to enable the Engineer to perform multiple sorts in order to generate reports sorted by activity number, early start date and total float. Data shall include the following items for each activity: activity number, description of what is to be accomplished and location of work to be performed, codes, duration, milestones, predecessor and successor logic, early start, early finish, late start, late finish, total float and free float.

B. General Activity Requirements: The Baseline Schedule 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. Availability of Owner premises and rights-of-way as specified in Section 01020.

9. Utility notification and relocation. For utility relocations involving coordination of work by Contractor and Utility Owners, a separate and

distinct 90 day period shall be included after the completion of associated work by Contractor for third party utility companies to perform utility work per Section 01047.

10. Erection and removal of falsework and shoring.

11. Major traffic routing switches.

12. Final cleanup.

13. Work performed by other contractors and entities.

14. Demobilization and punchlist activities.

C. Schedules shall have not less than 500 and not more than 2,500 activities, unless otherwise authorized by the Engineer. 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.

D. 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 and work shifts. 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.

6. Cost-Loading: Dollar amount associated with each task activity, in hundreds of dollars. The sum total of the dollar amount associated with each task activity plus any allowances for bond and insurance premiums, and mobilization, shall equal the Contract price.

7. Resource Loading: Number of man-hours, quantity of material, crew size and equipment associated with each task activity.

1.10 PROGRESS SCHEDULE

A. Progress Schedule shall consist of an updated schedule based on the Baseline Schedule. No progress payment will be made without an approved Progress Schedule.

B. Include the following information in the Progress Schedule: Status of work actually completed to date and the work yet to be performed as planned; actual activity start dates, and finish dates, as applicable; and durations for work that has been completed as the work actually occurred, including Engineer submittal review and Contractor resubmittal times. Show approved time adjustments and project completion dates. Show approved Contract Change Order work. Show weather delay days which have already occurred that exceed the monthly allotment of typical inclement weather days set forth in GC8.3.2, and have been acknowledged by the Engineer in writing. Data date for Progress Schedule shall be the same date as for the progress payment application.

C. Modifications shown in Progress Schedule: The Contractor may include modifications such as adding or deleting activities or changing activity constraints, durations or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted schedule. The Contractor shall state in writing the reasons for any changes to planned work. If any proposed changes in planned work will result in (1) or (2) above, then the Contractor shall submit a time impact analysis as described herein.

D. Change logic relationships of out-of-sequence activities to reflect actual work sequence.

E. The Progress Schedule shall show any proposed schedule modifications including adding or deleting activities or changing activity constraints, durations or logic. The Contractor shall state in writing the reasons for any changes to activities and the critical path that result in a delay to the scheduled completion date compared to the previous accepted schedule.

F. Progress Narrative Report: Submit Narrative Report containing detailed comprehensive descriptions of the following information with every Progress Schedule submittal:

1. Description of work completed during the reporting period, including progress made on activities on the current critical path.

2. Explanation of any lack of work on activities on the critical path during the reporting period.

3. Description of the current critical path.

4. 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.

5. 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.

6. Description of proposed corrective actions and schedule adjustments to mitigate delays and bring the project back on schedule.

7. 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.

8. Description of activities on the critical path to be performed in the next update period.

9. Any other information pertinent to the status of the project as determined by the Contractor or requested by the Engineer.

1.11 FINAL PROGRESS SCHEDULE

A. 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 shall 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.

1.12 THREE-WEEK LOOK AHEAD SCHEDULE

A. Three-Week Look Ahead Schedule shall be in conformance with work scheduled in the SSWP process and shall contain one week of historical information and three weeks of planned activities in support of and in conformance with the Baseline Schedule or current Progress Schedule.

B. Format: An electronic spreadsheet or other format acceptable to the Engineer. Label each activity to correspond with the Activity ID number on the current

Progress Schedule. Highlight the critical path. Data date shall be within current week.

C. Level of Detail: Greater than in the Baseline Schedule or Progress Schedule.

D. Clearly show each activity requiring track access during specified work windows; schedule activities performed during single or multiple track outage work windows utilizing an hourly time scale.

E. Show weather delay days which have already occurred and have been acknowledged by the Engineer in writing.

F. Show demobilization and punchlist activities through to Final Acceptance.

1.13 REVIEW AND RESUBMITTALS

A. The Engineer will review and return the Contractor's schedule submittals and deliverables with a written response according to the following schedule from the date of receipt from the Contractor.

1. Baseline Schedule: within 21 days.

2. Progress Schedule: within 10 days.

B. If required, make corrections in accordance with the Engineer's comments and resubmit the schedule and related elements according to the following schedule from the date of receipt from the Engineer.

1. Baseline Schedule: within seven (7) days

2. Progress Schedule: within five (5) days.

C. The Engineer will review and return resubmittals to the Contractor with a written response according to the following schedule from the date of receipt from the Contractor.

1. Baseline Schedule: within seven (7) days

2. Progress Schedule: within five (5) days

D. If the Contractor does not agree with the Engineer's comments, provide written notice of disagreement within seven (7) days from the receipt of the Engineer's comments. Resolve any Engineer's comments with which the Contractor disagrees in a meeting held for that purpose.

E. The first of each type of submittal and deliverable submitted by the Contractor will be reviewed for format, as well as content. The Engineer may require

format changes. Once the format has been approved, submit subsequent submittals and deliverables in the approved format.

F. Baseline Schedule Review Meeting: Within 10 days after the submittal of the Baseline Schedule, the Engineer will conduct a Baseline Schedule Review Meeting with the Contractor.

1. Contractor shall have its Project Manager, construction management personnel, individual performing scheduling, and major Subcontractor representatives, in attendance.

2. Meeting topics will 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.

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 the Contractor intends to regain compliance with the Contract completion date. The Recovery Schedule shall detail the Contractor's plan for bringing the work back on schedule. The Contractor's plan for recovery shall conform to all other Contract requirements. Incorporate revisions accepted by the Engineer in the next Progress Schedule. Do not incorporate proposed revisions in the Progress Schedule prior to their acceptance.

1.14 TIME IMPACT ANALYSIS

A. If the Contractor requests an extension of time for the completion of an interim milestone date or Contract completion date, furnish justification in the form of a Time Impact Analysis (TIA) for such extension. The 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, and costs is required for approval of any time extension. The cost of preparing time impact analyses or subsequent schedule revisions shall be borne solely by the Contractor.

1. The TIA shall be submitted concurrently as a part of the Contractor's cost records or proposals for Request for Change and Change Notices specified in the General Conditions. Only if the contractor is not requesting any additional compensation may the TIA be submitted independently of the associated cost records and proposals.

2. TIA Narrative Report: Describe each change or delay and how it impacts the critical path(s).

B. Illustrate the impacts of each change or delay on the current Contract completion date or interim milestone, as appropriate. Use the approved Progress Schedule which has a data date closest to and prior to the event for which an extension is being requested.

C. Include a critical path method schedule showing all schedule logic revisions, duration changes, cost changes, and additions or deletions of activities for the work in question and its relationship to other activities on the Progress Schedule. Provide additional supporting evidence if requested by the Engineer.

D. The Engineer's determination as to the total number of days of time extension will be based upon the current schedule for the time period in question, and all other relevant information. Actual delays in activities which, according to the Progress Schedule, do not absorb available schedule float and do not affect the critical path, interim milestones, or the Contract completion date will not be the basis for a time extension.

E. The Engineer will review the facts and advise the Contractor in writing of the Engineer's decision. If the Engineer determines that the Contractor is entitled to an extension of time to an interim milestone, the Contract completion date will remain the same, unless the Engineer specifies another date. Any change to Contract milestones or to the Contract completion date will be made by Change Order.

F. If the Engineer has not yet made a full determination as to the amount of time extension to be granted and the parties are unable to agree as to the amount of extension to be reflected in the Progress Schedule, reflect that amount of time extension in the Progress Schedule as determined to be appropriate by the Engineer for such interim purpose. It is understood and agreed that such interim determination by the Engineer for the purposes of this article will not be binding upon either party for any other purpose, and that, after the Engineer has made a final determination as to any time extension, revise the Progress Schedule in accordance with the final decision.

1.15 RETENTION

A. The Engineer will retain an amount up to 25 percent of 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 conforming to the requirements of these specifications as determined by the Engineer. Schedule retentions shall be in addition to other retentions provided for in the contract. Schedule retentions will be released for payment with the next progress

payment following the date that the acceptable schedule has been submitted to the Engineer. No interest will be due the Contractor on retained amounts.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01310(d) SCHEDULES – LARGE UNIT PRICE PROJECTS

#@# (Choose one of the following four Sections (a) –(d) depending on the project size)

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for preparing, submitting, revising, and updating project scheduling information.

1.02 GENERAL

A. The scheduling and execution of the Work in accordance with the Contract Documents are the responsibility of the Contractor. Schedules shall represent a practical plan to complete the Work within the Contract Time and shall convey the Contractor's intent in the manner of prosecution and progress of the Work. The submittal of schedules shall be understood to be the Contractor's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence and duration indicated in the schedule.

B. Schedules shall be consistent with the time and order of work requirements of the Contract. Execute the Work in the sequence indicated on the current approved schedule.

C. The Contractor shall involve and coordinate all Subcontractors and material suppliers in the development and updating of schedules.

D. The Engineer's review and acceptance or approval of schedules shall not waive any contract requirements and shall not relieve the Contractor of any obligation or responsibility for submitting complete and accurate information.

E. Errors or omissions on schedules shall not relieve the Contractor from finishing all work within the Contract Time.

F. If, after a schedule has been accepted or approved by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, Contractor shall correct it on the next Progress Schedule.

G. The Contractor shall adjust, add to, or clarify any portion of a schedule which the Engineer determines to be insufficient for monitoring the Work or to be impractical for any reason.

H. Base schedules on verifiable standards, delivery and installation data, and accepted standards of each trade.

I. Float shall not be considered as time for the exclusive use of or benefit of either the Owner or the Contractor, but shall be considered as a jointly owned, expiring resource available to the project and shall not be used to the financial detriment of either party. Use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations or imposed constraints will be cause for rejection of the Baseline Schedule, Progress Schedules and Time Impact Analysis. The Contractor shall not create artificial schedule activities that eliminate any or all float in the project schedule.

1.03 DEFINITIONS

A. Activity: A task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.

B. Actual Dates: The actual start or finish date of an activity which occurs prior to the data date. Dates occurring after the data date are not actual dates.

C. Bar Chart (Gantt Chart): A graphic display of scheduled-related information in which activities or other project elements are listed down the left side of the chart, dates are shown across the top, and activity durations are shown as date-placed horizontal bars.

D. Baseline Schedule: The initial schedule representing the Contractor's work plan on the first working day of the project as approved by the Engineer.

E. Contract Completion Date: The calculated date for completion of the contract as shown in the current approved Progress Schedule and based on Contract Time.

F. Controlling Operation: The activity considered at the time by the Engineer, within that series of activities defined as the applicable critical path, which if delayed or prolonged will delay the scheduled completion date of the Work.

G. Critical Path: The longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.

H. Critical Path Method (CPM): A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.

I. Data Date: The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

J. Early Completion Date: A scheduled completion date which is earlier than the contract completion date.

K. Float: The difference between the earliest and latest allowable start or finish times for an activity.

L. Free Float: The amount of time an activity can be delayed before affecting a subsequent activity.

M. Milestone: A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration, but will otherwise function in the network as if it were an activity.

N. Narrative Report: A document submitted with each schedule that discusses topics related to project progress and scheduling.

O. Near Critical Path: A chain of activities with total float exceeding that of the critical path but having no more than 14 days of total float.

P. Out of Sequence Activities: Any activity which actually starts in a sequence other than shown in the current approved schedule.

Q. Progress Schedule: A current schedule developed from the Baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any approved contract change orders.

R. Revision: A change in the schedule that modifies logic, adds or deletes activities, or alters activities, sequences, or durations.

S. Scheduled Completion Date: The planned date of completion of the Work shown on the current approved schedule.

T. Time Impact Analysis: A Critical Path Method (CPM) schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the current scheduled completion date.

U. Total Float: The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

1.04 SUBMITTALS

A. Baseline Schedule: Submit Baseline Schedule to the Engineer within 28 days following the date of the Limited Notice to Proceed for review and approval.

B. Progress Schedule: Submit Progress Schedule each month as part of the submittal of progress payment application for review and approval.

C. Final Progress Schedule: Submit within 35 days following Final Acceptance for review and approval.

D. Subcontractor Documentation:

1. Submit with the Baseline Schedule all Subcontractor schedules utilized in the development of the Baseline Schedule.

2. Submit from each Subcontractor, a statement on Subcontractor's letterhead, certifying that Subcontractor has reviewed and concurs with the Baseline Schedule and that Subcontractor's related schedule has been reasonably incorporated, including activity duration.

E. Scheduler Resume: At Pre-Construction meeting, submit for the Engineer's acceptance the resume of the individual proposed to perform scheduling. If the accepted individual leaves the Project or is assigned duties which no longer permit the individual to perform scheduling, notify the Engineer and submit for acceptance the resume of the proposed replacement.

1.05 DELIVERABLES

A. Three-Week Look Ahead Schedule: Submit first Three-Week Look Ahead Schedule at Pre-Construction Meeting. Submit weekly thereafter at Construction Progress Meetings until Final Acceptance. Submit 10 hard copies.

B. Time Impact Analysis on a compact disc or USB Flash Drive, with three (3) hard copies of the required documentation as set forth in Article 1.13.

C. Any other information requested by the Engineer that is related to the schedule.

1.06 SUBMITTAL DETAILS

A. Each submittal of Baseline and Progress Schedule shall include the elements listed herein.

B. Electronic Data: Compact disc or USB Flash Drive containing schedule, schedule data, and narrative. Submit one (1) set of electronic data. Schedule data shall be saved in Primavera P6 backup format (.xer).

1. Tabular Reports: Electronic data submitted shall be sufficient to enable the Engineer to generate the following tabular reports: Report sorted by activity number, report sorted by early start, and report sorted by total float. Data shall include the following items for each activity: activity number, description of what is to be accomplished and where, codes, duration, milestones, predecessor and successor logic, early start, early finish, late start, late finish, total float and free float.

C. Time-Scaled Logic Diagram: Show a continuous flow of information from left to right; be based on early start and early finish dates of activities; group related work activities together; clearly show the primary critical paths using graphical presentation. Prepare originally plotted diagram on E-size sheets, 34 inch by 44 inch and include a title block and a timeline on each page. Submit two sets of originally plotted color diagrams.

D. Gantt Activity Bar Charts: Show activities grouped by work areas and sorted by early start. Submit six (6) hard copies, 11 by 17 inch, and two (2) color E-size plots, 34 inch by 44 inch.

E. Narrative Reports: Submit six (6) hard copies.

1.07 SCHEDULER QUALIFICATIONS

A. The individual preparing schedules for the Work shall have a minimum of five (5) years experience preparing CPM schedules on similar construction projects.

B. The individual preparing schedules for the Work shall be headquartered at the Contractor's local or field construction office and shall be able to respond immediately to problems within 24 hours.

C. The individual preparing schedules shall not fulfill any of the other roles specified in Section 01005 Contractor's Personnel and Equipment.

1.08 BASELINE SCHEDULE

A. The Baseline Schedule shall be a Critical Path Method schedule prepared with Primavera P6 software.

B. Software: Utilize latest version of Primavera P6.

C. The Baseline Schedule shall show each activity properly ordered and sequenced for completion of the work, including interface and support activities performed by Owner and ORR forces.

D. The Baseline Schedule shall be sufficiently detailed to preclude the use of construction activity durations greater than 14 days, except that procurement activities requiring more than 14 days, and submittal review periods greater in duration than 14 days shall be allowed.

E. Each activity designation shall delineate the phase or stage of the Work, and the component of the Work such as design, submittal, submittal review, procurement, fabrication, delivery, construction, testing, and inspection, and shall include:

1. A clear description of the activity, including its location.

2. The duration expressed in full days.

3. A responsibility code denoting the entity (the Owner, the Contractor, subcontractor, government agency, or utility) performing the activity.

4. The actual start and finish dates.

5. Identification of required track outages and flag protection.

6. Identification of each activity by work shift (i.e. night, weekend, swing)

7. Any other information requested by the Engineer that is related to the schedule.

F. The Baseline Schedule shall show a clear and definable critical path(s) for the Work and each specified milestone. Requirements and events which impose limitations, and dates and milestones which constrain the time, shall be clearly identified.

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

H. The Baseline Schedule shall 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. Ensure that activity sequences are logical and that schedule shows a coordinated plan for complete performance of the work.

I. Baseline Schedule shall include the entire scope of work through the end of Contract Time. The Baseline Schedule shall show how the Contractor plans to complete the Work, the activities that define the critical path, and float on other activities. Multiple critical paths and near-critical paths shall be kept to a minimum. A total of not more than 50 percent of the Baseline Schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer.

J. The data date for the Baseline Schedule shall be the date of Limited Notice to Proceed (LNTP) and shall include 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.

K. The Baseline Schedule shall define non-work days.

L. Multiple schedule calendars shall be utilized to identify and differentiate between day shift and night shift work activities.

M. The Contractor may submit a Baseline Schedule showing an early scheduled completion date provided that the requirements of the Contract are met.

1. The difference between the early completion date and the contract completion date is considered float. Float time shall not be for the exclusive benefit of either the Owner or the Contractor. Float shall be a resource available to both parties.

2. Engineer is not required to accept or approve a schedule with an early completion date.

3. Contractor shall not be entitled to extra compensation in the event an agreement is reached on an early completion date and Contractor completes the Work, for whatever reason, beyond the early completion date but within the Contract Time.

4. Contractor may submit for approval a Cost Reduction Proposal in accordance with GC4.2.5, Cost Reduction Proposals, that will reduce time of construction.

5. Changes to Contract Time or contract completion date shall be by Contract Change Order.

N. A detailed contract narrative report shall be submitted 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.

1.09 BASELINE SCHEDULE ACTIVITIES

A. Activity Coding: Contractor shall develop its own activity coding structure. Activities shall be coded to a level sufficient to enable the Engineer to perform multiple sorts in order to generate reports sorted by activity number, early start date and total float. Data shall include the following items for each activity: activity number, description of what is to be accomplished and location of work to be performed, codes, duration, milestones, predecessor and successor logic, early start, early finish, late start, late finish, total float and free float.

B. General Activity Requirements: The Baseline Schedule 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. For utility relocations involving coordination of work by Contractor and Utility Owners, a 90 day period shall be included after the completion of associated work by Contractor for third party utility companies to perform utility work per Section 01047.

9. Erection and removal of falsework and shoring.

10. Major traffic routing switches.

11. Final cleanup.

12. Work performed by other contractors and entities.

13. Demobilization and punchlist activities.

C. Schedules shall have not less than 500 and not more than 2,500 activities, unless otherwise authorized by the Engineer. 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.

D. 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.

1.10 PROGRESS SCHEDULE

A. Progress Schedule shall consist of an updated schedule based on the Baseline Schedule. No progress payment will be made without an approved Progress Schedule.

B. Include the following information in the Progress Schedule: Status of work actually completed to date and the work yet to be performed as planned; actual activity start dates, and finish dates, as applicable; and durations for work that has been completed as the work actually occurred, including Engineer submittal review and Contractor resubmittal times. Show approved time adjustments and project completion dates. Show approved Contract Change Order work. Show weather delay days which have already occurred that exceed the monthly allotment of typical inclement weather days set forth in GC8.3.2, and have been acknowledged by the Engineer in writing. Data date for Progress Schedule shall be the same date as for the progress payment application.

C. Modifications shown in Progress Schedule: The Contractor may include modifications such as adding or deleting activities or changing activity constraints, durations or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted schedule. The Contractor shall state in writing the reasons for any changes to planned work. If any proposed changes in planned work will result in (1) or (2) above, then the Contractor shall submit a time impact analysis as described herein.

D. Change logic relationships of out-of-sequence activities to reflect actual work sequence.

E. The Progress Schedule shall show any proposed schedule modifications including adding or deleting activities or changing activity constraints, durations or logic. The Contractor shall state in writing the reasons for any changes to activities and the critical path that result in a delay to the scheduled completion date compared to the previous accepted schedule.

F. Progress Narrative Report: Submit Narrative Report containing detailed comprehensive descriptions of the following information with every Progress Schedule submittal:

1. Description of work completed during the reporting period, including progress made on activities on the current critical path.

2. Explanation of any lack of work on activities on the critical path during the reporting period.

3. Description of the current critical path.

4. 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.

5. 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.

6. Description of proposed corrective actions and schedule adjustments to mitigate delays and bring the project back on schedule.

7. 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.

8. Description of activities on the critical path to be performed in the next update period.

9. Any other information pertinent to the status of the project as determined by the Contractor or requested by the Engineer.

G. Final Progress Schedule: 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 shall 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.

1.11 THREE-WEEK LOOK AHEAD SCHEDULE

A. Three-Week Look Ahead Schedule shall be in conformance with work scheduled in the SSWP process and shall contain one week of historical information and three weeks of planned activities in support of and in conformance with the Baseline Schedule or current Progress Schedule.

B. Format: An electronic spreadsheet or other format acceptable to the Engineer. Label each activity to correspond with the Activity ID number on the current

Progress Schedule. Highlight the critical path. Data date shall be within current week.

C. Level of Detail: Greater than in the Baseline Schedule or Progress Schedule.

D. Clearly show each activity requiring track access during specified work windows; schedule activities performed during single or multiple track outage work windows utilizing an hourly time scale.

E. Show weather delay days which have already occurred and have been acknowledged by the Engineer in writing.

F. Show demobilization and punchlist activities through to Final Acceptance.

1.12 REVIEW AND RESUBMITTALS

A. The Engineer will review and return the Contractor's schedule submittals and deliverables with a written response according to the following schedule from the date of receipt from the Contractor.

1. Baseline Schedule: within 21 days.

2. Progress Schedule: within 10 days.

B. If required, make corrections in accordance with the Engineer's comments and resubmit the schedule and related elements according to the following schedule from the date of receipt from the Engineer.

1. Baseline Schedule: within seven (7) days

2. Progress Schedule: within five (5) days.

C. The Engineer will review and return resubmittals to the Contractor with a written response according to the following schedule from the date of receipt from the Contractor.

1. Baseline Schedule: within seven (7) days

2. Progress Schedule: within five (5) days

D. If the Contractor does not agree with the Engineer's comments, provide written notice of disagreement within seven (7) days from the receipt of the Engineer's comments. Resolve any Engineer's comments with which the Contractor disagrees in a meeting held for that purpose.

E. The first of each type of submittal and deliverable submitted by the Contractor will be reviewed for format, as well as content. The Engineer may require

format changes. Once the format has been approved, submit subsequent submittals and deliverables in the approved format.

F. Baseline Schedule Review Meeting: Within 10 days after the submittal of the Baseline Schedule, the Engineer will conduct a Baseline Schedule Review Meeting with the Contractor.

1. Contractor shall have its Project Manager, construction management personnel, individual performing scheduling, and major Subcontractor representatives, in attendance.

2. Meeting topics will include the following:

b. 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.

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

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 the Contractor intends to regain compliance with the Contract completion date. The Recovery Schedule shall detail the Contractor's plan for bringing the work back on schedule. The Contractor's plan for recovery shall conform to all other Contract requirements. Incorporate revisions accepted by the Engineer in the next Progress Schedule. Do not incorporate proposed revisions in the Progress Schedule prior to their acceptance.

1.13 TIME IMPACT ANALYSIS

A. If the Contractor requests an extension of time for the completion of an interim milestone date or Contract completion date, furnish justification in the form of a Time Impact Analysis (TIA) for such extension. The 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, and costs is required for approval of any time extension. The cost of preparing time impact analyses or subsequent schedule revisions shall be borne solely by the Contractor.

1. The TIA shall be submitted concurrently as a part of the Contractor's cost records or proposals for Request for Change and Change Notices specified in the General Conditions. Only if the contractor is not requesting any additional compensation may the TIA be submitted independently of the associated cost records and proposals.

2. TIA Narrative Report: Describe each change or delay and how it impacts the critical path(s).

B. Illustrate the impacts of each change or delay on the current Contract completion date or interim milestone, as appropriate. Use the approved Progress Schedule which has a data date closest to and prior to the event for which an extension is being requested.

C. Include a critical path method schedule showing all schedule logic revisions, duration changes, cost changes, and additions or deletions of activities for the work in question and its relationship to other activities on the Progress Schedule. Provide additional supporting evidence if requested by the Engineer.

D. The Engineer's determination as to the total number of days of time extension will be based upon the current schedule for the time period in question, and all other relevant information. Actual delays in activities which, according to the Progress Schedule, do not absorb available schedule float and do not affect the critical path, interim milestones, or the Contract completion date will not be the basis for a time extension.

E. The Engineer will review the facts and advise the Contractor in writing of the Engineer's decision. If the Engineer determines that the Contractor is entitled to an extension of time to an interim milestone, the Contract completion date will remain the same, unless the Engineer specifies another date. Any change to Contract milestones or to the Contract completion date will be made by Change Order.

F. If the Engineer has not yet made a full determination as to the amount of time extension to be granted and the parties are unable to agree as to the amount of extension to be reflected in the Progress Schedule, reflect that amount of time extension in the Progress Schedule as determined to be appropriate by the Engineer for such interim purpose. It is understood and agreed that such interim determination by the Engineer for the purposes of this article will not be binding upon either party for any other purpose, and that, after the Engineer has made a final determination as to any time extension, revise the Progress Schedule in accordance with the final decision.

1.14 RETENTION

A. The Engineer will retain an amount up to 25 percent of 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 conforming to the requirements of these specifications as determined by the Engineer. Schedule retentions shall be in addition to other retentions provided for in the contract. Schedule retentions will be released for payment with the next progress

payment following the date that the acceptable schedule has been submitted to the Engineer. No interest will be due the Contractor on retained amounts.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01400 QUALITY CONTROL AND ASSURANCE

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes general requirements and responsibilities for Quality Assurance and Quality Control of the Work by the Contractor and specifications for the Contractor's Quality Management Plan (QMP) and Quality Control Plan (QCP)

B. Section also includes general requirements for Contractor qualifications and Owner's Quality Assurance Program.

1.02 DEFINITIONS

A. Quality Management System - The organizational structure, responsibilities, processes and resources for attaining the overall quality policy by means of quality planning, quality control, quality assurance and quality improvement within the quality system. (i.e. All functions involved in determining and achieving quality).

B. Quality Procedures – Written instructions for implementing various components of the Quality Program. The procedures provide the Who, What, Where, When and How the Contractor intends to furnish the specified quality.

C. Quality Program – The coordinated execution of applicable Quality Assurance and Quality Control Plans and activities for the Project.

D. Quality Assurance (QA) – All those planned and systematic actions necessary to provide adequate confidence to the management that a product or service will satisfy given requirements for quality. QA includes planning the processes needed to ensure quality of the Project, ensuring that equipment and staffing is capable of performing tasks related to Project quality, ensuring that contractors, subcontractors and suppliers are capable of meeting and carrying out quality requirements, and documenting the quality efforts.

E. Quality Control (QC) – The operational techniques and activities performed to ensure that products or services meet Project requirements. Generally, QC refers to the act of taking measurements, testing, and inspecting a process or product to ensure that it meets Specification requirements. It also includes actions by those performing the Work to control the quality of the Work. Products may be manufactured equipment or construction items. QC also refers to the process of documenting such actions.

F. Quality Oversight – Quality Oversight is conducted by Caltrain Representatives. Quality Oversight can range from an informal process (surveillance) of keeping in touch with the Contractor's quality organization to a second layer of QA oversight activities including surveillance, inspection, audits, and independent laboratory testing, depending upon the circumstances. Quality Oversight verifies the satisfactory execution of the Contractor's Quality Program.

1.03 GENERAL

A. Establish a Quality Management System (QMS) for the Work and maintain it through the term of the Contract. Requirements for the Quality Management System include the following:

1. Quality Management Plan (QMP). The Contractor shall develop and implement a quality program for all phases of the Project, including, construction, testing, and environmental compliance. The Contractor, through the Contractor's Quality Management Plan, (QMP) has responsibility for the quality of the Work, including all Work and products of subcontractors, fabricators, suppliers, and vendors both on-site and off-site. Caltrain, in its oversight role through Quality Oversight will monitor the Contractor's activities and conduct verification oversight inspections, audits, sampling and testing.

2. Quality Control Plan (QCP)

3. Quality Representative. A person designated by the Contractor to manage implementation and ensure performance of the requirements of this section.

B. The Contractor's Quality Program shall be capable of ensuring that procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair, maintenance, and required modifications of all materials, equipment, and elements of the Work will comply with the requirements of the Contract Documents and that all materials incorporated in the Work and all equipment and all elements of the Work will perform satisfactorily for the purpose intended. All shop and field work shall be performed by mechanics, crafts-persons, artisans, and workers skilled and experienced in the fabrication and installation of the Work involved.

1.04 GENERAL QUALITY CONTROL REQUIREMENTS

A. Perform all work associated with demonstrating conformance to material specifications as stated in the Contract Documents.

B. Perform quality control activities for the Work, including inspections and testing, in accordance with the Contract Documents and the Contractor's approved QCP.

C. Ensure that suppliers and manufacturers comply with the quality control requirements of the Contract Documents, and Contractor's Quality Control Plan including inspection and testing procedures. Monitor quality control of suppliers, manufacturers, products, services, and workmanship to ensure production of finished Work in accordance with the Contract Documents and as required by the Engineer.

D. Comply with manufacturers' installation instructions, including each step in sequence. If manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

E. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

G. Identify and record nonconforming work as soon as possible on approved Nonconformance Reports (NCR) which shall designate the root cause of the nonconformance, and the approved and appropriate corrective action.

H. In addition to correcting specific nonconforming work, take corrective action to preclude recurrence of nonconforming work.

1.05 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM): E 329 – *Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction*

B. International Organization for Standardization (ISO): 17025 – *Laboratory Competence*

1.06 SUBMITTALS

A. Submit with Contractor's QMP the qualifications of proposed Inspection and Testing Agency (ITA) or Agencies for approval. Include statement of capability for each specified ITA test.

B. Contractor's Quality Management Plan (QMP) within 28 Days following effective date Limited Notice to Proceed (LNTP). The Contractor shall revise the QMP in accordance with Engineer's comments. No revision, amendment, modification, or variation of the QMP shall be made without approval by Engineer. Work shall not begin until the Contractor's Quality Management Plan is approved by Engineer.

C. Monthly reports (or more frequently as required by Engineer), on the status of the Contractor's Quality Program implementation including quality audits, nonconformance reports, and status of corrective actions for the deficiencies found in the Products/Work.

D. Resume of all designated Quality Program Representatives (Quality Assurance Manager/Quality Control Manager) for approval at the pre-construction meeting.

E. Within 28 days of the Limited Notice to Proceed, a Source of Materials list to be incorporated into the Work which require approval, certification, or testing. The list shall make clear for which materials the Contractor proposes to use the manufacturer's Certificate of Compliance/Conformance, which material requires a Caltrain 'hold' before incorporation and which materials will be accepted via Contractor quality control sampling or inspection/testing.

1.07 DELIVERABLES

A. Nonconformance Report (NCR) for each nonconforming condition upon discovery.

B. Test Reports: Submit for tests specified in the various sections of the Specifications within 3 days of receiving test results.

C. QA/QC Daily Reports (QA/QCDR): Submit Contractor QA/QCDRs on the Caltrain approved format within 2 days from the time of the observed activity.

D. Contractor Quality Audit Reports: All Audit Reports generated by the Contractor's Quality Program shall be submitted within 14 days from the conclusion of the conduct of the audit.

1. As a part of the audits in implementation of the Contractor's Quality Assurance Program, audits to the concrete beam/structure fabricator and the steel beam/structure fabricators will be included.

1.08 CONTRACTOR'S QUALITY MANAGEMENT PLAN

A. The Quality Management Plan shall demonstrate the Contractor's capability to provide the products and services specified in the Contract Documents. Specifically, the QMP shall describe, for each requirement of the following Quality Control System elements, the general principles with which the Contractor shall control the quality of the Work. The Contractor shall prepare, implement and update the QMP, at least on a yearly basis, unless waived by Engineer. All QMP revisions shall be approved by Engineer.

1. Management Responsibility: Executive level management shall:

a. Define the responsibilities, authority, and interrelations for each person who manages, performs, and verifies activities affecting the quality of the Work; and

b. Designate a senior management person who shall have the authority for ensuring that the Contractor Quality Control System is maintained.

2. Quality Control System Planning: The Quality Control System shall:

a. Delineate how the requirements for quality will be met.

3. Contract Review: The Quality Control System shall:

a. Review the Contract requirements prior to the implementation of each portion of the Work to ensure adherence to requirements.

4. Design Control: The Quality Control System shall:

a. Ensure that each design effort conforms to the requirements of the Contract.

5. Document Control: The Quality Control System shall:

a. Control documents, procedures, and data that relate to these Quality Control System requirements, including documents of external origin such as standards; and

b. Maintain a master list or equivalent system to identify the current revision of documents to preclude the use of invalid or obsolete documents.

6. Purchasing: The Quality Control System shall:

a. Select suppliers based on their ability to provide products and that meet the specified requirements;

b. Define requirements and clearly describe products in purchasing documents; and

c. Verify purchased products and services meet the specified requirements.

7. Owner-furnished Material: The Quality Control System shall:

a. Protect Owner-furnished material against loss or damage.

8. Product Identification and Traceability: The Quality Control System shall:

a. Identify and maintain the product traceable to applicable drawings, specifications, or other documents, by item, batch, or lot during each stage of the Work.

9. Process Control: The Quality Control System shall:

a. Carry out the Work under conditions that are controlled by documented procedures, instructions, in-process controls, and approval of processes, equipment, and criteria for workmanship; and

b. Monitor, control, and maintain records throughout the processes which cannot be verified after the fact.

10. Inspection and Testing: The Quality Control System shall:

a. Verify material conforms to specified requirements before use;

b. Identify, inspect, and test products in-process to show conformance to specified requirements;

c. Inspect and test finished products to show conformance to specified requirements before release;

d. Maintain records of inspections and tests; and

e. Retain the services of an ITA for each specified ITA test and inspection.

11. Inspection, Measuring, and Test Equipment: The Quality Control System shall:

a. Control, calibrate, and maintain inspection, measuring, and test equipment used to demonstrate conformance of products to specified requirements, such as:

1) Identify measurements to be made,

2) Identify affected instruments,

3) Control environmental conditions in metrology lab,

4) Calibrate instruments (procedures and status indicators),

5) Periodically check calibration, and

6) Assess measurement validity if found out of calibration.

12. Inspection and Test Status: The Quality Control System shall:

a. Maintain the status of inspections and tests of items as they progress through the processing steps by using markings, authorized stamps, tags, labels, routing cards, inspection records, test software, physical location, or other suitable means; and

b. Maintain records which identify the inspection authority responsible for release of conforming products.

13. Control of Nonconforming Product: The Quality Control System shall:

a. Prevent accidental use or installation of products which do not conform to specified requirements;

b. Document the responsibility for review and the authority for disposition of nonconforming products. Such disposition may be:

1) Rework to meet the specified requirement, or

2) Re-grade for alternative applications, or

3) Reject.

14. Corrective Action: The Quality Control System shall:

a. Investigate the cause of nonconformities and specify the action needed to correct and prevent recurrence;

b. Correct problems and their causes; and

c. Assess the effectiveness of corrective and preventive actions.

15. Handling, Storage, Packaging, and Delivery: The Quality Control System shall

a. Prevent material damage and deterioration.

16. Quality Records: The Quality Control System shall:

a. Identify and maintain quality records to show conformance to specified requirements, including pertinent quality records from the Subcontractor; and

b. Ensure that quality records are legible; stored to prevent damage, deterioration, and loss; and are readily retrievable.

17. Internal Quality Audits: The Quality Control System shall:

a. Document quality audits to show conformance of activities to the specified requirements; and

b. Correct each deficiency found by quality audits.

18. Training: The Quality Control System shall:

    a. Identify training needs and provide training.

19. Servicing: The Quality Control System shall:

    a. Perform servicing and warranty work as required, and submit records verifying that such work meets the specified requirements.

20. Statistical Techniques: The Quality Control System shall: use statistical techniques for verifying process capability and product characteristics.

B. The Quality Control System Procedures shall be included or referenced in the Quality Management Plan and shall outline the structure of the documentation used in the Contractor Quality Control System. Specifically, the procedures shall delineate the actions, sequences, accept/reject criteria, and authority levels required for the following:

1. Management Review
2. Quality Control System Planning Documentation
3. Contract Reviews for Standard and Custom Work
4. Design Control
5. Document Control
6. Purchasing
    a. Subcontractor and Supplier Assessment
    b. Requirements Specified in Procurement Documents
7. Owner-furnished Material
8. Product Identification and Traceability
9. Process Control
10. Inspection and Testing
    a. Receiving Inspection
    b. In-process Inspections and Tests
    c. Final Inspection and Tests

11. Inspection, Measuring, and Test Equipment

12. Inspection and Test Status

13. Control of Nonconforming Product: Include procedures for Nonconformance Report for each nonconforming condition. Deliver report to the Engineer.

14. Corrective Action

15. Material Handling, Storage, Packaging, and Delivery

16. Quality Records

17. Internal Quality Audits

18. Training

19. Servicing (Warranty Work)

20. Statistical Techniques

C. The QMP shall assure that the items and services are procured from Subcontractors and Suppliers capable of meeting all requirements of the Contract Documents. The Contractor shall ensure that its Subcontractors and Suppliers comply with the QMP - or their own approved plan provided it has been reviewed and approved by Engineer. If the Subcontractors and Suppliers elect to submit their own Quality Plan, the plan shall also be certified as meeting the requirements of this Article by the Contractor's QQA/QC Manager. The Contractor shall review and document the approval of the Subcontractor's and Supplier's agreements to ensure the inclusion of applicable quality requirements.

1.09 CONTRACTOR'S QUALITY CONTROL PLAN

A. Prepare Contract-specific Quality Control Plan detailing the identification, scheduling, and performance of quality-related activities for the specified requirements in accordance with Contractor's Quality Management Plan. Specifically, the Plan shall describe the following controls for the quality of the Work:

1. Identification, sequencing, and scheduling of suitable verification (inspection and testing) at appropriate stages of the Work;

    a. Define the responsibilities, authority, and interrelations for each person who performs verification activities.

2. Identification and maintenance of material traceable to applicable drawings, specifications, or other documents, by item, batch, or lot during all stages of the Work; and handling, storage, packaging, and delivery of material and products.

1.10 TESTING LABORATORY QUALIFICATIONS

A. Independent Testing Laboratory: The Contractor shall provide an independent testing laboratory approved by the Engineer to perform required sampling and testing as required by this Contract. As a condition of approval, Caltrain may elect to perform a qualification audit of the proposed laboratory using ASTM E 329 as a basis for acceptance along with other applicable ASTMs governing the operation of testing laboratories.

1. The proposed testing laboratory shall be accredited by an acceptable accreditation program such as the American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL) Program, the American Association of Laboratory Accreditation (A2LA) program, the American Society for Testing and Materials (ASTM), Cement and Concrete Reference Laboratory (CCRL) Program, National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), or the International Code Counsel Evaluation Service (ICCES). Furnish to Caltrain a copy of the Certificate of Accreditation, and Scope of Accreditation. The scope of the laboratory's accreditations shall include the test methods required by this Contract.

2. The laboratory's testing inspection and testing personnel performing special process examinations (e.g. welding, non-destructive testing (NDT), special coatings, etc.) shall be certified as a minimum NDT Level II for such work by the appropriate certifying agencies. Records of personnel certifications shall be made available to Caltrain for review, upon request.

3. The proposed testing laboratory, facilities, and records shall be subject to inspection by the Engineer. Records subject to inspection include equipment inventory, equipment calibration history and procedure, library of test procedures, audit and inspection reports by agencies conducting laboratory evaluations and certifications, management and testing personnel qualifications, test report forms, and the internal QA and QC procedures and audit reports. Caltrain's rights to check equipment, procedures, and techniques and to access testing facilities will also apply to other third parties when the Contractor is performing work on Caltrain facilities.

4. The laboratory's test records shall cite applicable Contract requirements, tests, or analytical procedures used. Provide actual results and include a statement that the item or material tested or analyzed conforms or fails to

conform to specified requirements. Test results shall be signed by a testing laboratory technical representative authorized to sign certified test reports. Test reports shall be furnished to the Engineer.

5. In addition, the Contractor shall provide an independent testing laboratory with current certification and approved by the State of California for sampling and analysis of contaminated materials (if applicable). The selected laboratory shall provide qualified personnel with current Industrial Hygienist or Environmental Assessor license by the State of California EPA.

6. Satellites (field laboratories) of these laboratories may be used where appropriate for the tests being conducted, however, must also be approved by the Engineer. The equipment in the satellite laboratories shall be certified at the start of Work and annually thereafter.

7. The laboratory shall have written policies and procedures to assure portable and satellite laboratories performing testing activities on the Project are capable of providing testing services in compliance with applicable test methods. The policy and procedures shall address inspection and calibration of testing equipment as well as a correlation testing program between the accredited laboratory and portable or satellite facilities.

1.11 TESTING AGENCY QUALIFICATIONS

A. Any Inspection and Testing Agency (ITA) retained by the Contractor to perform the specified ITA tests and inspections shall conform to the Testing Agency requirements of ASTM E329.

B. Refer to the various sections of the Technical Specifications for requirements for special experience of manufacturers and subcontractors.

C. Personnel shall not engage in the performance of the Work until qualified to perform assigned tasks based on appropriate education, training, and experience.

i. Maintain records of personnel qualifications at Contractor’s field office.

ii. Certification credential by supplier or manufacturer of materials or equipment shall be provided when requested by Caltrain or required by the Contract Documents.

1.12 OWNER’S QUALITY ASSURANCE PROGRAM

A. Inspection and testing services employed by Caltrain do not relieve the Contractor of responsibility for compliance with requirements of Contract Documents. Caltrain Quality Assurance Oversight will monitor that the Contractor’s QC inspection occurs as specified, and that QA/QCDRs and

other Contract administration documents are prepared and provided as specified.

1. Caltrain may perform testing and inspection as indicated in the Contract Documents and at other times, as necessary.

2. When Caltrain has performed testing and/or when re-testing is required because of nonconformance to Contract requirements, the cost of such Caltrain-furnished re-testing will be deducted from payments due to the Contractor.

B. The Contractor shall cooperate with Caltrain in regard to Caltrain's inspection and testing as follows:

1. Cooperate with Caltrain, its inspection firm, or any other agency having jurisdiction for inspection work; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.

2. Coordinate with Caltrain so that testing and inspection may be performed during the operations.

3. Afford reasonable and safe access to Caltrain or agencies performing tests and inspections.

C. Nonconforming materials, whether in place or not, will be rejected by Caltrain with written notification to the Contractor to correct or remove the defective materials from the Project.

1. Caltrain will perform periodic independent reviews and inspections of the Work to verify that Work has been performed adequately and to the required accuracy.

2. That accuracy pertains to assurance that the Work is constructed to established lines and grades and that any required measurements for payments are performed to the prescribed accuracy.

3. Periodic quality reviews and inspections will verify that critical methods of construction are followed and that all required safety procedures are followed by the Contractor.

D. Caltrain Quality Assurance Oversight will periodically audit sampling and testing results. The review, audit, and subsequent feedback to the Contractor's Quality Management are intended to assess the adequacy of the Contractor's Quality Program.

E. Caltrain will verify that milestones are met in accordance with the Contractor's Progress Schedule and will verify progress and quantities of any unit priced Work items.

1. A monthly audit of milestones and quantities of any unit priced work items will be performed and any required correction will be made to the subsequent progress pay estimate.

2. Documents for payment of Change Orders must also contain sufficient information to satisfy an audit.

1.13 OWNER'S QUALITY ASSURANCE VERIFICATION SAMPLING AND TESTING

A. The Engineer or designee may perform reviews, inspections and tests as necessary to determine or verify the Contractor's compliance with Contract requirements.

1. The Caltrain-employed testing laboratory will supervise the preparation and selection of samples for testing.

2. Verification samplers and testers will perform tests separate from the construction QC sampling and testing.

3. At no time will the verification testing be done on the same equipment as the QC testing.

B. Verification sampling and testing will be done to assess the adequacy of the QMP and Contractual requirements.

1. Verification sampling and testing will be performed as directed by Caltrain.

2. Caltrain's verification samplers and testers will write reports on forms provided to them or as approved by Engineer.

1.14 RECEIVING, HANDLING, STORAGE AND CONTROL OF MATERIALS AND EQUIPMENT

A. The QMP shall contain provisions for independent testing and verification by the Contractor, that material and equipment intended for incorporation in the Work meet specified quality and Contract requirements and that they are properly received and handled to ensure that the quality is not degraded. The Contractor shall ensure that all materials and equipment are positively identifiable and traceable to a specified origin point.

B. The Contractor's QMP shall include a description of the method by which the inspection and test status of a material or product is identified to assure that it has been accepted before it is used or installed.

1.15 CONTRACTOR'S QUALITY ASSURANCE ORGANIZATION

A. The Quality Assurance/Quality Control (QA/QC) Manager is responsible for execution of the Contractor's Quality Assurance Program. The QA/QC

Manager, while not under the control of the Project Manager, shall maintain close communication with the Contractor's construction organizations and with their counterparts in the Caltrain Quality Assurance Oversight Organization. The contractor will provide one full-time dedicated QA/QC Manager and shall perform no work other than QA/QC Manager.

Qualifications: The individual selected to fill the position of QA/QC Manager shall be a registered engineer or possess certification as a quality professional from an appropriate certifying body (e.g. American Society for Quality (ASQ) Certified Quality Manager (CQM) and shall have a minimum of 5 years experience as QA/QC Manager/Supervisor on similar size and type of construction projects. The QA/QC Manager shall be the same as included in the Contractor's Qualification Statement as provided in the Request for Proposals. Approval by Engineer for this position is required.

1.16 CONTRACTOR'S QUALITY ASSURANCE PROGRAM REQUIREMENTS

A. The Contractor shall establish and maintain a Quality Assurance Program that conforms to all essential elements of the Federal Transit Administration Quality Management System Guidelines (October 2019).

B. No construction Work shall proceed prior to approval of the Contractor's Quality Management Plan. The QMP shall address the requirements herein specified as a minimum.

1.17 CONTRACTOR'S QUALITY ASSURANCE PROGRAM

A. The Contractor shall develop, establish, implement, maintain and evaluate an organization and system herein called a documented Quality Assurance Program as a means of ensuring that procurement, construction, inspection and testing of the Work conform to specified requirements. This Quality Assurance Program shall include:

1. The preparation of documented Quality Assurance Program procedures and instructions in accordance with the requirements of this Section.

2. The effective implementation of the documented Quality Program procedures and instructions to include the assignment of QC responsibilities to qualified individuals and organizations and the documentation of the quality-related activities to provide evidence and accountability of quality in the finished product.

3. Procedures and instructions for the control of processes including: inspection, testing, nondestructive examination, maintenance of measuring and test equipment, disposition of non-conforming Work, corrective action, maintenance of quality records, reviewing shop and 'as-built' drawings, samples, quality-related technical/conformance submittals, quality audits and training.

4. The implementation of inspections and tests for items of Work of subcontractors and/or suppliers

5. The Requirements that measures are taken that address and rectify unsatisfactory conditions and prevent discrepancy repetition.

6. The requirement to perform root cause analysis on non-conforming Products/Work

7. The freedom of Contractor quality department personnel to identify, evaluate, recommend, or provide solutions to quality problems.

8. The planning and control of Work operations and the verification through quality control activities such as reviewing, checking, inspecting and testing.

9. The monitoring and auditing of quality control activities by the QA/QC Manager.

10. Quality assurance and quality control training of the Contractor's Project personnel.

1.18 PROCESS CONTROL

A. The Contractor and Suppliers shall identify and plan the production and installation processes which directly affect quality and shall ensure that these processes are carried out under controlled conditions. Controlled conditions shall include the following requirements and procedures:

1. Documented work instructions defining the manner of production and installation, where the absence of such instructions would adversely affect quality.

2. Use of suitable production and installation equipment, suitable working environment, compliance with reference standards and codes, and quality plans;

3. Monitoring and controlling of suitable process and product characteristics during production and installation;

4. The approval of process and equipment, as appropriate; and

5. Criteria for workmanship, which shall be specified, to the greatest practicable extent, in written standards or by means of representative samples.

B. Special processes (I.E. welding, NDT, heat treatment) shall be afforded continuous monitoring and compliance with documented procedures to ensure

that specified requirements are met. These processes shall be qualified and shall also comply with the requirements of Article 1.14A herein.

C. Records shall be maintained for qualified processes, equipment, and personnel, as appropriate.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01505 MOBILIZATION

PART 1 – GENERAL

1.01 DESCRIPTION

A. Mobilization includes operations necessary for the long term assignment, allocation, and movement of personnel, equipment, supplies and incidentals to the work site(s); for the establishment of facilities necessary for work on the project; and for other work and operations which must be performed or are incidental to beginning work on the various contract items in the various locations specified in the Contract Documents.

B. Mobilization includes:

8. Organization and mobilization of the Contractor's forces;

9. Transporting construction plant and equipment to the jobsite and setting up of same;

10. Transporting various tools, materials, and equipment to the jobsite; and

11. Erection of temporary buildings and facilities as required for field offices, staging, storage, and construction operations.

12. Completion of the Administrative Planning Period requirements in Section 01001, 1.07.B.

C. Mobilization also includes assembly and delivery to the jobsite of plant, equipment, tools, materials, and supplies necessary for the prosecution of work which are not intended to be incorporated in the Work; the clearing of and preparation of the Contractor's work area; the complete assembly, in working order, of equipment necessary to perform the required work; personnel services preparatory to commencing work; and all other preparatory work required to permit commencement of Work.

1.02 GENERAL

G. Provide personnel, products, construction materials, equipment, tools and supplies at the Work Site at the time they are scheduled to be installed or utilized, and of the type and quantities needed to facilitate timely execution of the Work.

H. Locate plant or plants appropriately close to the portion of the Work for which it will be used or as specified elsewhere in these Contract Documents.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01520 TEMPORARY CONSTRUCTION

PART 1 – GENERAL

1.01 DESCRIPTION

C. Section includes requirements for construction of temporary facilities and features including temporary railroad track, grade crossings and fencing.

1.02 GENERAL

I. Construct and maintain temporary facilities and features, where indicated on the Contract Drawings, in accordance with the requirements of the Technical Specifications for permanent facilities with the exceptions indicated on the Contract Documents and specified herein.

J. Schedule, construct, and maintain temporary facilities and features in accordance with order of work and construction staging requirements in the Contract Documents.

K. When temporary facility or feature is no longer needed, remove temporary facility or feature and restore area to match condition of area before temporary facility was constructed unless otherwise indicated on the Contract Drawings.

1.03 REFERENCE STANDARDS

C. AASHTO M281: Steel Fence Posts and Assemblies, Hot Wrought.

1.04 SUBMITTALS

F. Submit methods for placing and securing temporary construction fence and posts on platform, as applicable, for approval.

1.05 DEFINITIONS

E. Shoofly --A temporary detour track to bypass an obstruction or construction site.

1.06 TEMPORARY RAILROAD FACILITIES

B. Shoofly Track Construction: Materials shall be as listed herein, either new or second hand, except as otherwise noted. Second hand materials shall be in good condition and suitable for the location and application. Second hand materials are subject to the Engineer's approval.

1. Rail: 133 lb, 132 lb, or 136 lb. RE relay jointed rail.

2. Joint Bars: Six hole.

3. Tie Plates: 14 inch minimum, double shoulder.

4. Other Track Material (OTM): New, as specified in Division 20, Trackwork.

5. Ties: New or second hand in good condition, 9 foot long hardwood or concrete.

6. Ballast per Section 20110 “Ballast and Walkway Aggregate.

C. Grade Crossings at Shoofly Tracks: Construct grade crossings of asphalt concrete pavement in accordance with PCJPB Track Standard TS-1035.

1.07 TEMPORARY CONSTRUCTION FENCING

D. Furnish, construct, maintain, and later remove temporary construction fencing at locations indicated on the Contract Drawings or as required by the Engineer. Unless otherwise specified, complete temporary construction fence prior to beginning construction in area demarcated by fence.

E. Temporary construction fencing for delineation of work areas, pedestrian routing, and public convenience as needed to comply with requirements stated elsewhere in the Contract Documents shall, at a minimum, and when not in conflict with other regulatory requirements, conform to the requirements of this article.

F. Fence Fabric: Orange, high-density polyethylene, ultraviolet light (UV) stabilized with tensile strength capable of maintaining an upright position throughout construction. Width: 4 feet minimum. Fabric pattern: Sufficient to create a durable visual barrier.

G. Posts: AASHTO M 281. Painted or galvanized metal post, minimum 6 feet long. Anchor plates optional.

H. Installation: Stake the fence at locations indicated on the Contract Drawings and where required by the Engineer. Install posts at a maximum spacing 12 feet so the fence does not sag more than 2 inches between posts. Weave the fence over the support posts alternating every 2 loops and secure the fence to the posts with twine, wire, or plastic ties. Embed posts as necessary to ensure vertical stability during construction activities, at minimum 16 inches into soil surface.

I. When no longer required for the Work as confirmed by the Engineer, remove temporary fencing. Removed fencing and related materials shall become the property of the Contractor and shall be removed from the jobsite, except as otherwise provided herein.

1.08 TEMPORARY CHAIN LINK FENCING

B. Furnish, construct, maintain, and later remove temporary chain link fencing at locations indicated on the Contract Drawings or as required by the Engineer.

C. Temporary chain link fencing for public safety and security of the site as needed to comply with requirements stated elsewhere in the Contract Documents shall, at a minimum, and when not in conflict with other regulatory requirements, conform to the requirements of this article.

D. Except as otherwise specified herein, temporary chain link fencing shall conform to Section 02821, Chain Link Fence of Caltrain Standard Specifications. Temporary fencing is subject to the following options:

1. Fencing materials may be commercial quality, provided the dimensions and sizes of said materials are equal to, or greater than, the dimensions and sizes indicated in Section 02821, Chain Link Fences.

2. Used materials may be employed for temporary fencing, provided such used materials are good, sound, and are suitable for the purpose intended.

3. Posts may be either metal or wood.

4. Galvanizing and painting of steel items will not be required.

5. Treating wood with wood preservatives will not be required.

6. Concrete footings for metal posts will not be required, except where portable concrete footings are required for temporary anchorage of posts, except that concrete footings shall be required per Caltrain Standard Drawing SD 9002 for any temporary chain link fencing located within 12 FT of an in-service track (shoofly or mainline track).

E. Repair or replace temporary fencing which is damaged from any cause during the progress of the Work at no additional cost to the Owner.

F. When no longer required for the Work as confirmed by the Engineer, remove temporary fencing. Removed fencing and related materials shall become the property of the Contractor and shall be removed from the jobsite, except as otherwise provided herein.

G. Fill holes caused by the removal of temporary fences and patch surface to match adjacent surfaces.

#@# (OPTIONAL ARTICLES: Refer to Contract Documents Preparation Manual)

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01545 WORK SITE SAFETY AND SECURITY

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes construction work site safety and security requirements other than On-Track Safety and Roadway Worker Protection covered in Section 01035.

#@# OPTIONAL PARAGRAPH: Include whenever optional article 1.09, FRA 219 Drug and Alcohol Testing is included (contracts involving signal and/or track related work). See contract Documents Preparation Manual for usage instructions.

B. Section includes the establishment of a Contractor drug and alcohol testing program.

1.02 GENERAL

D. Attention is directed to Section 01090, References. The Contractor shall comply with all safety requirements included in the referenced documents.

E. Attention is directed to Section 01005, Contractor's Personnel and Equipment. The Contractor shall comply with all requirements set forth for Contractor's Safety Officer.

F. Compliance with requirements of this section shall not relieve the Contractor from other obligations imposed elsewhere in the Contract, by law and by regulation.

1.03 SUBMITTALS

F. Site Specific Health and Safety Plan (SSHASP): Submit SSHASP to the Engineer within 28 days following the date of the Limited Notice to Proceed.

G. Site Specific Work Site Security Plan (SSWSSP): Submit SSWSSP to the Engineer within 28 days following the date of the Limited Notice to Proceed.

1.04 DELIVERABLES

C. Safety Data Sheet (SDS): Submit prior to delivery or use of hazardous material at work site.

#@# OPTIONAL PARAGRAPHS: Include these paragraphs whenever optional article 1.09, FRA 219 Drug and Alcohol Testing is included (contracts involving

signal and/or track related work). See contract Documents Preparation Manual for usage instructions.

D. FRA approved Drug and Alcohol Testing Program: Submit during the Administrative Planning Period.

E. Copy of FRA's letter of approval of the Contractor's Drug and Alcohol Testing Program. Submit during the Administrative Planning Period.

1.05 CONTRACTOR'S HEALTH AND SAFETY PROGRAM

C. Submit written Site Specific Health and Safety Plan (SSHASP), developed in accordance with California Health and Safety Code, including Contractor's standard safety practices and procedures, and emergency response procedures. Contractor is responsible for worker health and safety as provided for in the Contractor's SSHASP.

D. The Contractor's standard SSHASP shall be amended to include project specific conditions and procedures, including organizational structure, special work procedures, local emergency response procedures, and project specific training requirements.

E. The SSHASP shall be amended to incorporate any changed conditions as they occur. All amendments shall be submitted to the Engineer for review and acceptance.

1.06 SAFETY DATA SHEET (SDS)

B. The Safety Data Sheet is prepared by manufacturers and suppliers of products that contain hazardous materials. Hazardous material is defined as any substance which is a physical or health hazard, or is included in the Cal-OSHA Director's List of Hazardous Substances, or is listed in Title 22 of the California Code of Regulations, Section 12000, Chemicals Known to the State to Cause Cancer or Reproductive Toxicity (Proposition 65 Substances).

C. No hazardous materials shall be delivered, stored, or used at any work site or facility unless they are properly labeled, tagged, or marked and a copy of the SDS has been provided to the Engineer. A copy of any new or updated SDSs shall be provided to the Engineer immediately.

D. The Contractor shall maintain a current file of relevant SDSs at the work site.

1.07 NOTICE OF INCIDENT OR INJURY

C. Report immediately to the Engineer any incident occurring on or in the vicinity of the Work Site involving any employees or equipment of the Contractor, its Subcontractors, suppliers, or visitors; Owner's employees, representatives or

equipment; or any other personnel, property or equipment associated with the Work which results in personal injury to any person or damage to any property. Also, report immediately to the Engineer any incident resulting in no injury or no damage, but which had potential to result in injury or damage to persons or property ("close call" incidents).

D. Fully investigate all incidents, injuries, accidents, or "close call" incidents, document facts, develop and take appropriate corrective or disciplinary action. A notice summarizing the incident, injury, or accident shall be submitted to the Engineer within twelve (12) hours of the occurrence, followed by submittal of a detailed written report seventy-two (72) hours from the time of the occurrence. A safety meeting shall be held by the Contractor at the earliest opportunity to discuss the incident or injury and to determine preventative measures to preclude recurrences of such incident or injury. The Engineer shall be included at the meeting.

E. Maintain a log of all reportable incidents, accidents or injuries, listing all pertinent data associated with the occurrence as well as preventative measures taken. This log shall be made available for review by the Engineer at any time.

F. The Contractor shall be responsible for reporting to OSHA any injuries found reportable under OSHA regulations. A copy of all reports shall be submitted to the Engineer. PCJPB will be responsible for reporting of incidents to FRA under 49 CFR Part 225. The contractor shall assist Owner in completing any report forms required by the FRA under 49 CFR Part 225.

1.08 TAILGATE HEALTH AND SAFETY MEETINGS

B. Conduct a daily tailgate health and safety meeting for Contractor personnel. The daily Tailgate Health and Safety meeting may be combined with the Job Briefing provided by the Roadway Worker in Charge (RWIC) as set forth in the Caltrain On-track Safety Plan.

#@# OPTIONAL ARTICLE: Include this article for all contracts that involve signal and/or track related work. If there is no signal or track related work, delete this article and renumber accordingly.

1.09 FRA 219 DRUG AND ALCOHOL TESTING

B. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 219. Contractor's specific responsibilities include the following:

1. Submit to the FRA a drug and alcohol testing program as required under 49 CFR Part 219 within 15 days of LNTP.

2. Obtain FRA's approval of the drug and alcohol testing program. Submit a copy of the approved drug and alcohol testing program and a copy of the FRA's letter of approval to the Owner/PCJPB during the Administrative Planning Period. Contractor will not be entitled to commence "covered service" work as designated in 49 CFR Part 219 until a copy of FRA's letter of approval is received by the PCJPB.

3. Produce documentation necessary to establish compliance with Part 219, including but not limited to an annual report of Contractor's alcohol misuse prevention program to be submitted to the PCJPB by February 15th for inclusion in the PCJPB's annual report to the FRA by March 15th.

4. Permit any authorized representative of the United States Department of Transportation, Federal Railroad Administration, the State Oversight Agency of the State of California, or the JPB to inspect Contractor's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 219, and to review the Contractor's Control of Alcohol and Drug Use program and plan to include related documents and testing process. NOTE: Contractor must protect confidential information and privacy of individuals in accordance with confidential information and privacy regulations.

C. Contractor is solely responsible for ensuring that its employees, subcontractors, consultants and agents comply with 49 CFR Part 219 throughout the term of the Agreement. Moreover, Contractor is solely responsible for any delays caused to the Work as a result of Contractor's failure to comply with 49 CFR Part 219, including but not limited to any order to suspend work from the Federal Railroad Administration.

D. The requirements of this section apply to all "covered work" and "covered service" under 49 CFR Part 219, including but not limited to all work performed by Roadway Workers as defined under 49 CFR Part 214.7 whose duties include inspection, construction, maintenance or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a track, and, flagmen and watchmen/lookout as defined in 49 CFR Part 214.7. The Contractor is solely responsible for determining whether it is performing "covered work" or "covered service" under 49 CFR Part 219, taking in to account all amendments to the law.

1.10 WORK SITE SECURITY

D. The Contractor shall assume full responsibility for protection and safekeeping of tools, materials, equipment, and the Work under this Contract. Contractor shall not be entitled to reimbursement for incidents of vandalism and theft.

E. The Contractor shall submit for review and approval a Site Specific Work Site Security Plan (SSWSSP). Elements of the SSWSSP include but are not limited to securing the worksite against trespassers, theft and vandalism, securing the Owner and Contractor assets, and site-specific emergency notification and response procedures.

F. The contractor shall be responsible for establishing work areas that maintain passenger safety and security. Passengers should be segregated with practical and reasonable means from harmful exposure to work areas, equipment, and materials. This includes establishing barriers, channeling, and/or signage for passengers to be guided away from work zone potential harm or exposure.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01560 TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for temporary controls including prevention of storm water pollution, control of dust and noise, and routine cleaning.

1.02 GENERAL

A. Reference is made to GC7.7, Water Pollution Control, and Section 01045, Coordination - General. The Contractor is responsible for preventing and mitigating potential chemical releases, erosion, and sedimentation impacts associated with storm water runoff.

B. Refer to GC7.8, Air Pollution Control, for general requirements.

C. Refer to GC7.9, Sound and Light Control Requirements, for general requirements.

D. Do not interrupt sanitary sewerage service. Should existing sewer facilities be disrupted due to Contractor's operations, convey sewage in closed conduits and dispose of it in a sanitary sewer system. Do not permit sewage to flow in trenches; do not cover sewage by backfill.

1.03 REFERENCE STANDARDS

B. State of California, Department of Transportation Standard Specifications (Caltrans):

1. Section 18, Dust Palliative.

C. California Stormwater Quality Association, Best Management Practices Construction Handbook (BMP Handbook).

1. BMP Handbook is available through the following website: https://www.casqa.org/resources/bmp-handbooks.

D. National Pollution Discharge Elimination System General Permit No. CAS000002 for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity, State Water Resources Control Board, Order No. 2009-0009 DWQ (as amended by 2010-0014-DWQ and 2012-006-DWQ).

1. The NPDES General Permit is available at the following website: http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml

E. Bay Area Air Quality Management District, Regulation 6, Rule 305, Visible Particles.

1.04 SUBMITTALS

A. Submit Storm Water Pollution Prevention Plan (SWPPP) for approval no later than 21 days following the effective date of the Limited Notice to Proceed.

B. Submit for approval amended SWPPP for changes in conditions as indicated in Article 1.05 D herein.

1.05 STORM WATER POLLUTION PREVENTION PLAN

A. Prepare SWPPP consistent with the provisions of the NPDES General Permit.

C. Identify in the SWPPP the specific Best Management Practices (BMPs) the Contractor proposes to use in connection with the execution of construction activity at the site. Use applicable BMPs included in the BMP Handbook.

D. Include description of soil stabilization and control practices for all phases of the Work that will prevent an increase in sediment load in storm water discharge, reduce tracking sediment onto public or private roads, and practices to reduce wind erosion.

E. Amend the SWPPP whenever there is a change in construction, operations, or where storm water runoff conditions occur which may affect the discharge of significant quantities of pollutants to surface waters, groundwater, or separate municipal storm sewer systems.

F. Provide copies of the approved SWPPP to Subcontractors and keep a copy available on site at the project office. When amended, retain copy of approved amended SWPPP on site.

G. Implementation of an Engineer-approved SWPPP does not relieve the Contractor or its Subcontractors of their responsibilities to comply with federal, state, county, and local governmental requirements, including those for storm water management or non-point source runoff controls.

H. Contractor shall be responsible for penalties associated with its violation of NPDES General Permit and requirements of the Regional Water Quality Control Board.

PART 2 – PRODUCTS

1.01 DUST CONTROL MATERIALS

A. Dust palliative materials, if used, shall comply with Caltrans Standard Specifications, Section 18, Dust Palliative.

PART 3 – EXECUTION

3.01 STORM WATER POLLUTION PREVENTION

A. Implement SWPPP and follow requirements of the NPDES General Permit.

B. Conduct inspections of the construction site prior to anticipated storm events and during and after actual storm events to identify areas contributing to storm water discharge, and to evaluate whether measures to reduce pollutant loadings identified in the SWPPP are adequate and properly implemented in accordance with the terms of the NPDES General Permit, or whether additional control practices are needed.

C. Replace damaged and correct improperly implemented measures. Implement additional control practices as needed in accordance with amended SWPPP.

D. Clean out, remove, and dispose of sediment deposits which may accumulate in the storm sewer inlets, manholes, or in other areas of the site storm sewer system up to the point of system outfall or connection with the municipal storm sewer system, during the period of construction.

E. Maintain BMP devices such as sediment traps in order to ensure their effectiveness. Remove sediment deposits or replace device when sediment has accumulated. Remove sediment and used BMP devices and dispose of immediately outside of the work site in accordance with GC7.15, Disposal of Material Outside the Work Site.

3.02 DUST CONTROL

A. Control dust resulting from the Contractor’s performance of the work, both inside or outside the right-of-way. On a daily basis, abate dust nuisance by cleaning, sweeping, sprinkling with water, or other means as necessary. Use sweeping and other methods to abate dust nuisance on public streets or on paved Owner terminal roads. Use water only to supplement use of sweeping and other methods on these streets and roads.

B. Take care to prevent spillage on haul routes. Remove such spillage immediately, and clean area of spillage to the satisfaction of the Engineer.

C. Dust palliative application, if used, shall comply with Caltrans Standard Specifications, Section 18, Dust Palliative.

3.03 NOISE CONTROL

A. Use warning lights in lieu of loud signals except those loud signals required by safety laws for the protection of personnel.

3.04 ROUTINE CLEANING

A. Keep the entire site of the Work, including the Contractor's work and storage areas, in a neat, clean, and orderly condition at all times during the course of this Contract.

B. Refer to the GC7.15, Disposal of Material Outside the Work Site. Dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no waste material and debris on the site.

C. Remove materials and equipment from the work site as soon as they are no longer necessary.

D. Remove forms and form lumber from the work site as soon as practicable after stripping.

E. Provide general daily clean-up and dispose of waste, rubbish, trash, and debris outside the work site.

END OF SECTION

SECTION 01570 VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for temporary vehicular and pedestrian traffic control.

1.02 GENERAL

A. Traffic control shall include, as applicable and as required by jurisdictional authority, temporary traffic control devices such as signs, pavement markings, and barriers; detours; lighting; flagging; temporary paving; and other safeguards.

B. Do not interfere with vehicular or pedestrian traffic, or the use of any roadway, walkway or other facility by the public or, in the case of a private facility, any entity entitled to use the private facility except as allowed herein. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, obtain authorization from the Engineer and the jurisdictional authority. In addition, provide a satisfactory detour or other facility for traffic to pass around or over the interference before beginning the interference and whenever the interference can be temporarily removed. Maintain such detour or other facility in satisfactory condition as long as the interference continues.

1.03 REFERENCED STANDARDS

A. California Manual on Uniform Traffic Control Devices (Federal Highway Administration MUTCD, as amended for use in California) (CMUTCD)

B. State of California, Department of Transportation (Caltrans), Standard Specifications, Section 12-3, Traffic-Handling Equipment and Devices.

C. State of California, Department of Transportation (Caltrans), Standard Plans.

1.04 SUBMITTALS

A. Traffic Control Plans: Submit traffic control plans including schematic drawings of lane closures, grade crossing closures and related detours, pedestrian detours and any other type of re-direction of vehicular or pedestrian traffic to the Engineer for approval no less than 30 days prior to installation. Obtain Engineer's approval of traffic control plans prior to submitting drawings to jurisdictional authorities in support of permit application. Include the following in the plan:

1. Product data, details of type, and location of traffic control devices including signs, striping, markers, barriers, and delineators.

2. Time required for roadway closure and detours.

3. Method of roadway repairs and paving conforms prior to opening temporary and restored permanent paving to vehicular or pedestrian traffic.

B. Haul Routes: Contractor shall investigate each affected jurisdiction's truck haul route requirements prior to preparation of proposed haul route maps. Submit maps showing proposed haul routes for hauling material to or from the project sites via public roads. Obtain Engineer's approval of haul routes prior to submitting the haul route to jurisdictional authority in support of permit application.

C. Advance Notice Signs: Submit details for type, size, and message for approval prior to use.

1.05 DELIVERABLES

A. Upon Engineer's request, submit Certificate of Compliance for all new or used temporary railing (Type K) that is not cast on the project.

1.06 TRAFFIC CONTROL GENERAL REQUIREMENTS

A. Work of this section shall conform to the CMUTCD.

B. Cooperate with local authorities relative to handling traffic through the area and make arrangements relative to keeping the working area clear of parked vehicles.

C. Where the temporary rerouting or closing to traffic of a public street, highway, or pedestrian route is necessary, make necessary arrangements with the appropriate jurisdictional authority. Public street or lane closures will be allowed only as approved by the government agency having jurisdiction. Obtain approval of plans for routing and control of traffic and obtain applicable permits from the appropriate jurisdictional authority. Refer to Section 01045, Coordination – General, regarding permits.

1. Where the temporary rerouting or closing to traffic of public streets, or pedestrian sidewalks is necessary in the vicinity of existing businesses or residences, access to each business and residence shall be maintained at all times and any temporary rerouting of vehicle or pedestrian access to the business or residence shall be as approved by the Engineer.

D. Keep existing public vehicular (including bicycle) and pedestrian routes within the limits of work open and maintain in a good and safe condition for traffic.

Keep existing lighting on such routes in operation or provide comparable temporary lighting.

E. Provide and keep in good condition temporary approaches to roads or highways. Conduct roadway excavations in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times.

F. Detours for Public Traffic: When required by the Contract Documents, construct, maintain in satisfactory condition, and remove detours.

G. Conduct construction operations in such a manner as to cause as little inconvenience as possible to the public and to owners of abutting property. Maintain convenient access to driveways, houses, businesses, and buildings along the line of Work.

H. Maintain access for fire, ambulance and law enforcement emergency vehicles at all times.

I. If a street or lane closure will block a bicycle route or pedestrian crosswalk or sidewalk, provide alternative bicycle and pedestrian routes.

J. Establish pedestrian or vehicular detours with comparable lighting to the original route.

K. Maintain access roads, walkways, station platforms, and station parking on PCJPB property affected by construction operations unless otherwise shown in the Contract Drawings or allowed by the Engineer.

L. Do not park personal vehicles of the Contractor's personnel on the traveled way or shoulders, including any section closed to public traffic. Do not park personal vehicles of Contractor's personnel in surrounding commercial or residential areas.

M. Temporary Paving and Patching: Construct, maintain, and remove temporary pavement and patching required to safely and expeditiously handle vehicle and pedestrian traffic, within or adjacent to the construction site. Temporary pavement and patching composition shall conform to the specifications of the jurisdictional authority.

1.07 FLAGGING

A. "Flagger" is defined as a person assigned to vehicular traffic control or to give warning to the public that the vehicular or pedestrian routes are under construction and of any conditions to be encountered as a result.

B. The word “flagger” used in this section, in GC7.19, Public Safety, and in the Referenced Standards listed in this section shall not be confused with the work “flagman” referenced elsewhere in these Contract Documents.

C. Provide flaggers as necessary to give warning to traffic or to the public of any hazardous conditions affecting traffic. Provide flaggers, at Contractor’s expense, at railroad grade crossings when required to prevent vehicular traffic or equipment from stopping within the limits of the crossing. Police officers may be required to perform flagging duties at grade crossings.

D. Flaggers shall be qualified and equipped in accordance with current CMUTCD.

1.08 NOTIFICATIONS AND ADVANCE NOTICE SIGNS

A. Notify local authorities of the Contractor’s intent to begin work at least 5 days before work commences which will affect local vehicular and pedestrian traffic.

B. Refer to GC7.5, Subsurface Excavations, Notification, and make required notification in regard to excavation for construction area sign posts.

C. Advance Notice Signs: Install advance notice signs at least 7 days prior to any road closure. Each sign shall provide the following information: “(Street Name) will be closed”, “(Date) to (Date)” and “(Time) to (Time).” Install a minimum of two (2) signs, one facing each direction of traffic at the location of the road closure. Obtain Engineer’s approval of exact locations.

PART 2 – PART 2 – PRODUCTS

1.01 MATERIALS

A. Traffic control devices shall conform to Caltrans Standard Specifications, Section 12-3, and this section.

B. Construction Area Signs: Paper product sign panels will not be permitted.

C. Advance Notice Signs: Provide stationary mounted signs, portable signs, or Changeable Message Signs (CMS), as appropriate for each location.

D. Temporary Railing (Type K): New or used temporary railing (Type K) conforming to Caltrans Standard Specifications, Section 12-3.08. Obtain Engineer’s inspection and approval of temporary railing prior to delivery to jobsite. Temporary railing shall be kept clean and free of debris or markings.

#@# Optional Clauses: Insert product requirements such as temporary traffic tape or single coat traffic paint. Include appropriate reference to Standard, or list product names. Sample optional clauses are shown as follows:

E. Temporary Pavement Delineation: Temporary pavement marking, temporary lane line markings, temporary striping conforming to Section 84 of the Caltrans Standard Specifications

F. Temporary Pavement Markers: Temporary pavement markers conforming to Section 85 of the Caltrans Standard Specifications.

G. Temporary Signals, Lighting and Electrical Systems: Temporary Traffic Signals, Lighting and Temporary Electrical Systems conforming to Section 86 of the Caltrans Standard Specifications.

PART 3 – EXECUTION

2.01 INSTALLATION AND REMOVAL

A. Install and maintain traffic control devices in accordance with Caltrans Standard Specifications, Caltrans Standard Plans, and CMUTCD, as applicable.

B. Cover signs during the progress of the work when required by the Engineer or jurisdictional authority. Immediately cover, remove, or correct signs that are no longer required or that convey inaccurate information to the public.

C. Remove traffic control devices when the work requiring their presence is complete to the satisfaction of the Engineer.

D. Immediately repair or replace traffic control system components, including portable delineators, to the original condition or original location which are displaced or cease to operate or function as specified, from any cause, during the progress of the Work.

2.02 TEMPORARY PAVEMENT DELINEATION

A. Apply temporary traffic striping at the location shown on approved traffic control plans. Complete installation of temporary traffic striping prior to opening the traveled way to public traffic.

B. Whenever the work causes obliteration of pavement delineation, have in place temporary or permanent pavement delineation prior to opening the traveled way to public traffic. Provide lane line or centerline pavement delineation, as required for location, at all times for traveled ways open to public traffic.

C. Verify that surfaces to receive temporary pavement delineation are dry and free of dirt and loose material at time of installation.

D. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary

pavement delineation until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

2.03 TEMPORARY PRECAST CONCRETE BARRIER UNITS (TEMPORARY RAILINGS)

A. Install, maintain, and remove temporary railing (Type K) and restore area where temporary railing was removed in accordance with Caltrans Standard Plans and Caltrans Standard Specifications, Section 12-3.08, except perform earthwork in accordance with Section 02300, Earthwork.

END OF SECTION

SECTION 01590 CONSTRUCTION FACILITIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for construction facilities including temporary utilities and project identification signage.

#@# (OPTIONAL CLAUSES: Refer to Contract Documents Preparation Manual for usage.

B. Section includes requirements for construction facilities including field offices for the Contractor and Owner representatives.

C. Section includes furnishings, equipment, and communication devices furnished by the Contractor for use by the Engineer.

1.02 GENERAL

A. Materials removed as part of the removal of temporary facilities, except for Owner-furnished data equipment, office supplies and office furniture, shall become the property of the Contractor and shall be disposed of outside of the work site. Refer to GC7.15, Disposal of Material Outside the Work Site.

1.03 SUBMITTALS

A. Submit shop drawing showing layout of project identification sign face drawn to scale within 21 days following the effective date of the LNTP. Indicate colors.

#@# (OPTIONAL CLAUSES: Refer to Contract Documents Preparation Manual for usage.

B. Submit proposed service contract for communications systems for approval within 14 days of LNTP.

D. Submit a detailed list of office equipment and furnishings for the Owner's Field Office for acceptance of the Engineer within 14 days of LNTP. Make submittal after coordinating with the Engineer regarding Owner's specific requirements.

E. Submit product data for furnishings, equipment and communication system, for the Owner's Field Office for acceptance of the Engineer within 14 days of LNTP.

F. Submit layout of proposed Owner's Field Office for acceptance of the Engineer within 14 days of LNTP. Specify connection for temporary utilities as required. Specify location of data receptacles as required.

#@# (OPTIONAL ARTICLE AND CLAUSES: Refer to Contract Documents Preparation Manual for usage.

1.04 DELIVERABLES

A. Submit within the Administrative Planning Period copy of service contracts for services required in this section.

B. Submit within the Administrative Planning Period copy of all permits or certificates required by governing authorities for the installation of field office.

1.05 TEMPORARY UTILITIES

A. Refer to GC4.4, Temporary Utilities. Determine the need for temporary utility services as required to perform the Work, and make arrangements with the various utility companies for such services. Furnish, install, and operate temporary utilities as required to perform and complete the Work.

B. Remove temporary utilities and restore existing source of supply when they are no longer needed. Remove all materials and equipment involved with temporary utility services within 30 days of being no longer needed and no later than Demobilization.

#@# (OPTIONAL CLAUSE: Refer to Contract Documents Preparation Manual for usage.

C. #@# Insert language identifying any existing on-site utility sources that the Contractor will be allowed to use.)

1.06 TEMPORARY ELECTRICAL FACILITIES

A. Make request to the utility company to install temporary power poles and temporary service pedestals in locations required. Furnish temporary wiring, feeders, connections, and other equipment, as required.

#@# (OPTIONAL CLAUSES: Refer to Contract Documents Preparation Manual for usage.

B. When the permanent electrical power and lighting systems are in operating condition, they may be used for temporary power and lighting for construction purposes if approved by the Engineer in writing.

1.07 TEMPORARY WATER

A. Closest availability of water shall be determined by the Contractor and shall be approved by authorities having jurisdiction before making the connection.

B. Provide temporary piping, hoses, pumps, and other equipment, as required, to carry water to every point where needed. Water used shall be potable water, unless otherwise approved by the jurisdictional authority for a specific purpose.

C. Draw no water from fire hydrants, except to extinguish a fire, without first obtaining written permission from the applicable water agency.

#@# (OPTIONAL CLAUSE: Refer to Contract Documents Preparation Manual for usage.

D. When the permanent water supply and distribution system has been installed, it may be used as a source of water for construction purposes if approved by the Engineer in writing.

1.08 CONTRACTOR'S FIELD OFFICE

A. No area is available within the Owner's right-of-way for the Contractor to establish a field office.

#@# (OPTIONAL CLAUSE: Refer to Contract Documents Preparation Manual for usage.

B. The Contractor is not required to establish a field office at the project site. However, the Contractor may establish a field office within the project limits in an area designated on the Contract Drawings as available for Contractor's use. Obtain the Engineer's approval of layout of field office site prior to establishing field office.

1. If the Contractor or its Subcontractors establish a field office on the project site, conduct annual safety drills for office or offices. Conduct first drill within 60 days following the Limited Notice to Proceed.

#@# (OPTIONAL ARTICLE: Refer to Contract Documents Preparation Manual for usage.

1.09 COMMUNICATION DEVICES FOR CONTRACTOR

A. Provide a common, fully integrated digital, wireless communication system to key staff of the Contractor and its Subcontractors complying with the requirements specified herein. The intent is to enhance field communication among the Owner, the Contractor and Subcontractors, and the ORR.

B. The NEXTEL system is now in use by the Owner's staff and field personal. Furnish a NEXTEL system or a system completely compatible with the existing NEXTEL system.

C. Provide sufficient number of units for Contractor's and Subcontractors' personnel. At minimum, provide unit to each person responsible for supervising work during track outages.

D. Make system available for use by Contractor's personnel and Subcontractors no later than the date of NTP.

E. Each of the communication system units furnished shall meet the following minimum requirements:

1. #@# Insert communication system technical requirements.

1.10 OWNER'S FIELD FACILITIES - PROJECT IDENTIFICATION SIGNS

A. Requirements: Provide temporary project identification signs as indicated in the Contract Documents, and as directed by the Engineer.

B. Location: Locate the signs as indicated. If sign locations are not indicated, locate where required by the Engineer. Place no other signs on the right-of-way or within the limits of the jobsite except as required for traffic control, safety, and other regulatory requirements, unless authorized in writing by the Engineer.

C. Materials: Sign Faces: 3/4-inch thick, 5-ply, exterior grade, A-B-faced, Douglas-fir plywood, APA-grade-stamped. Frame: Nominal 2-by-2 or 2-by-4 stock, construction-grade Douglas fir. Posts: 4-by-6 construction-grade Douglas fir, pressure-preservative-treated, 8 to 12 feet long as required for the location.

D. Construction: Miter frame corners and screw together. Screw sign to two, 2-by-6 Douglas-fir cleats. Bolt cleats to the posts with at least two 1/4-inch bolts per post.

E. Post Installation: Install in the ground 3 feet deep, with the top of the sign horizontal, level, and even with the top of the posts, 7 feet minimum above the ground.

F. Painting: Provide one coat of primer sealer and two base coats of exterior semi-gloss enamel on edges and both sides of sign panel.

G. Sign Size, Artwork, and Quantity:

1. Size: Six (6) feet wide and three (3) high.

2. Artwork: The following is a general description of the sign. Obtain Engineer's approval of sign layout prior to producing sign. Background color: White. Lettering: Six (6) inches high black letters, Helvetica or Arial, unless otherwise indicated. Include 12 inch high color agency logos. Obtain artwork for logos from the Engineer.

3. Sign Quantities: Provide the quantities of signs indicated on the Contract Drawings.

H. Install sign a minimum of 72 hours prior to start of work on site.

I. Maintenance and Removal: Keep signs clean and in good repair. Remove at the time of Demobilization or when required by the Engineer.

1.11 OWNER'S FIELD FACILITIES - OWNER'S FIELD OFFICE

A. The Owner will not establish a field office at the project site. The Owner's field office is located at #@# (Insert field office address.)

#@# (OPTIONAL CLAUSES: Refer to Contract Documents Preparation Manual for usage.

A. Provide an Owner's Field Office at the project site as specified herein.

B. Provide a #@# (Insert size dimensions of trailer) construction trailer with water, sanitary facilities, electrical power, communications, parking facilities, and monitored security alarm system hereinafter called the "Owner's Field Office". Office will be for use of the Engineer and Owner representatives in administering the Contract. Trailer shall be new or in like-new condition as accepted by the Engineer. Access to the trailer shall be ADA compliant. Locate office where indicated on the Contract Drawings or where required by the Engineer.

C. Provide vehicular access to Owner's Field Office from public streets and parking at office itself. Include #@# (Insert number) handicapped accessible parking stalls. Grade access roadway and parking area for drainage and surface with temporary concrete or asphalt pavement.

D. Obtain any permits or certificates required for Owner's Field Office.

E. Furnish Owner's Field Office complete with the following features:

1. Two rest rooms minimum, each with lavatory, water closet, mirror, soap holder, toilet paper holder, and paper towel dispenser. Both rest rooms shall comply with State and federal accessibility requirements.

2. In lieu of being connected to water utility, water supply may be from a self-contained water storage tank. In lieu of being connected to sewer, water

closets may be self-contained, flushing chemical units. Lavatory, urinal, and water closet waste may drain into a self-contained holding tank.

3. An automatically controlled heating/cooling system.

4. Lighting of 100 foot-candles minimum at desk height uniformly in all areas except rest rooms. Provide adequate lighting in rest rooms.

5. Duplex electrical receptacles around interior walls at an approximate spacing of 10 feet on center.

6. A total of#@# (insert number) data receptacles around interion walls at an approximate spacing of #@#(insert dimension).

7. Trailer to be internally wired for data and phone lines.

8. Provide seismic restraints

9. Window bars at each window larger than 36" x 24."

10. Six (6) private offices, one (1) conference room capable of seating at least 12 individuals, a phone closet, a janitorial closet, and a reception area.

11. Data and Phone capability meeting the following: Each office shall be equipped with two (2) Cat 6 data wall connections for computer access and two (2) RJ45 telephone jacks. Each of the two (2) office data/phone connections will be on opposite walls such that their location can accommodate two (2) possible desk locations. The conference room shall have two (2) central Cat 5 data and RJ45 telephone jacks located through the middle of the floor suitable for a central conference table.

F. The Owner's Field Office shall be considered complete when it is furnished and ready for occupancy.

G. Maintain the Owner's Field Office specified herein in full operation until Demobilization. At the time of Demobilization or when required by the Engineer, Owner's Field Office and its contents shall become the property of the Contractor and be removed from the work site.

#@# (OPTIONAL ARTICLE: Refer to Contract Documents Preparation Manual for usage.

1.12 OWNER'S FIELD FACILITIES – FURNISHINGS AND EQUIPMENT

A. Furnish Owner's Field Office for #@# (Insert number of personnel, coordinate with size of trailer.) Owner personnel. Coordinate with the Engineer regarding the furnishings and equipment to be provided prior to procuring any equipment,

furnishings, or making improvements to the trailer. Except noted otherwise, office equipment and furnishings furnished by the Contractor shall be new or in like-new condition as accepted by the Engineer, and under warranty, with appropriate maintenance service contracts.

1. #@# (Insert description of furnishings and equipment including computers, software, fax, and copier.)

B. Upon Final Acceptance, furnishings and equipment shall become the property of the Contractor and be removed from the work site.)

#@# (OPTIONAL ARTICLE: Refer to Contract Documents Preparation Manual for usage.

1.13 OWNER'S FIELD FACILITIES – SERVICES AND SERVICE CONTRACTS

A. Provide utility, maintenance, security, and janitorial services and drinking water for the Owner's Field Office throughout the period during which the office is in operation. Services shall include the following:

1. All utility services including electricity, telephone and data line, internet access (ISP), water, sewer and any security services shall be paid by the Contractor from LNTP through Final Acceptance..

a. For office toilets equipped with holding tanks, provide periodic removal of waste material and cleaning of holding tank as required. For office served by self-contained water storage tank, replenish tank with fresh, potable water as required. Refill when tank is 1/4 full.

b. Include the following telephone and data lines: #@# (Insert number of lines) phone lines, #@# (Insert number of lines) T1 data line, and #@# (Insert number of lines) separate dedicated fax line.

2. Provide service contracts.

a. General maintenance of office, parking area, and access, including weekly cleaning and repairs.

b. Janitorial, including the following services: Sweep, dust, vacuum, and mop office every other day. Empty waste receptacles and clean and sanitize toilets daily.

c. Security alarm monitoring and security patrol: 24-hour alarm monitoring, night and weekend patrol.

d. On-site maintenance, service, and repair of office facility and communications equipment within 24 hours of Owner's notification.

#@# (OPTIONAL ARTICLE: Refer to Contract Documents Preparation Manual for usage.

1.14 OWNER'S FIELD FACILITIES – OFFICE SUPPLIES

A. Furnish supplies for Owner's Field Office as follows. Replenish supplies as necessary so that the office has these supplies at hand at all times.

1. Paper towels, toilet paper, light bulbs, and such other basic necessities required for the operation and maintenance of the field office.

2. Office supplies: General office supplies, cartridges and paper for printers, and copiers.

#@# (OPTIONAL ARTICLE: Refer to Contract Documents Preparation Manual for usage.

1.15 OWNER'S FIELD FACILITIES - COMMUNICATIONS DEVICES FOR OWNER

A. Requirements: Provide communications devices as specified herein for use by the Engineer and other Owner representatives in the administration of the Contract.

1. #@# (Insert list and technical requirements for communication devices.)

B. Make devices available for Owner's exclusive use no later than the date of NTP and for the duration of the contract.

C. Upon Final Acceptance, devices will be returned to Contractor and shall become the property of the Contractor and be removed from the work site.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01600 MATERIALS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes specifications for general requirements for materials, including packaging, handling, delivery, and storage, and general requirements for spare parts and similar items. Refer to GC6.1, Materials, and GC6.2, Material Storage, for additional requirements.

B. Section includes general requirements for acceptance of materials based on Certificate of Compliance.

C. Section also includes general requirements for Owner-furnished, Contractor-installed material, including acceptance, handling, storage, protection, and utilization.

D. Refer also to the individual Specifications Sections for detailed requirements as applicable.

E. It shall be understood that material(s) as used herein includes materials, equipment, assemblies, and systems to be installed in the work.

1.02 DELIVERABLES

A. Certificate(s) of Compliance: Submit when required by individual material specifications.

#@# (If Owner Furnished Materials will be provided, do not edit this article. If there are no Owner Furnished Materials, delete paragraphs B, C, and D and renumber paragraph E to B.)

B. Storage Plan: Submit two (2) weeks in advance of receipt of Owner furnished material.

C. Material Transfer/Acceptance receipt form: Submit one (1) copy upon each transfer of Owner-furnished material between Contractor and Owner.

D. Inventory Records: Submit one (1) copy of updated inventory of Owner-furnished material weekly or as requested by the Engineer.

E. Spare Parts: Deliver as specified herein. Submit a copy of signed receipts for spare parts to the Engineer for information and record.

1.03 CERTIFICATES OF COMPLIANCE

A. Definition: Certificate of Compliance: Certified material test report or ticket demonstrating compliance with materials, tests or specifications indicated.

B. Furnish a certificate of compliance prior to the use of any materials for which these specifications require that a certificate be furnished. In addition, when so authorized in these specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance.

C. Materials accepted on the basis of a Certificate of Compliance may be sampled, inspected and tested by the Engineer at any time. Acceptance on the basis of such certificate shall not relieve the Contractor of Contractor's responsibility to use materials that conform to the Contract Documents. Material not conforming to such requirements shall be subject to rejection whether in place or not.

D. The Engineer reserves the right to refuse the use of material submitted for approval solely on the basis of a certificate of compliance.

E. The form of the certificate of compliance and its disposition shall be as approved by the Engineer.

F. Certificates shall:

1. State that the product complies with the respective Contract Document requirements.

2. Be accompanied by a certified copy of test results pertaining to the product. Test equipment used shall be verified to be in calibration at the time of each test and test reports shall so indicate. No test shall be made without verification. When requested by the Engineer, certified test results shall be sealed by a professional engineer licensed to practice in the state of California.

3. Be signed by the manufacturer of the material.

4. Be furnished with each lot of material delivered to the Work, and the lot so certified shall be clearly identified in the certificate as required by the Engineer.

5. Show product represented and its location in the Contract, producer's name, product trade name and catalog number as applicable, place of product origin, test date, testing organization's name and address, quantity of the product to be furnished, and related Contract Documents references, such as specifications or drawing number.

1.04 APPURTENANCES AND ACCESSORIES

A. Furnish materials and equipment to be incorporated in the Work as complete assemblies or systems with all appurtenances and installation anchors, fasteners, and accessories as required to provide a complete and finished installation.

B. Installed materials or equipment with moving parts shall be fully operable and calibrated or adjusted in accordance with the respective manufacturers' instructions and recommendations.

1.05 PACKAGING AND HANDLING

A. Avoid bending, scraping, or overstressing materials. Protect projecting parts by blocking with wood, by providing bracing, or by other approved methods.

B. Protect materials from soiling and moisture by wrapping or by other approved methods.

C. Package small parts in containers such as boxes, crates, or barrels to avoid dispersal and loss. Firmly secure an itemized list and description of contents to each such container.

D. Spare Parts: Package spare parts securely in boxes, and clearly label boxes as to the contents. Such labeling shall include: location and description of the equipment and the item, complete listing of all items in the box, and the quantity of each item included in the box.

1.06 TRANSPORTATION AND DELIVERY

A. Arrange deliveries in accordance with the progress schedule specified in Section 01310, Schedules, and coordinate to avoid conflict with work and conditions at the site.

B. Deliver materials in undamaged condition, in manufacturers' original containers or packaging (where applicable), with identifying labels intact and legible.

1.07 STORAGE AND PROTECTION

A. The receiving, storage, quality, and inventory control of material required for the Work of this Contract shall be the sole responsibility of the Contractor. Protect all materials, whether temporary or permanent, from vandalism, theft, weather, and damage of any nature prior to Final Acceptance of the Work.

B. Store manufactured materials in accordance with the various manufacturers' instructions, with seals and labels intact and legible. Maintain temperature and humidity within the ranges required by the various manufacturers' instructions.

C. Perform periodic inspections of stored materials to assure that materials are maintained under specified conditions, and are free from damage or deterioration.

D. Spare parts may be stored temporarily at the site of the work in suitable storage facilities until time to deliver these products to the locations designated in the Contract Specifications. Store, protect, and inspect spare parts as specified herein for other material required for the Work.

1.08 OWNER-FURNISHED MATERIALS - GENERAL

#@# (If OFMs will be provided, do not edit. If no OFMs, delete paragraphs A, B, and C. Replace with: A. No Owner Furnished Materials for this Contract.)

A. Owner-furnished materials, are indicated in Attachment 01600-A to this section.

B. Notify the Engineer in writing requesting Owner-furnished material in sufficient time such that the Contractor and Engineer can verify the condition and quantities of material to be received.

C. For Owner-furnished equipment to be installed in the Work, the Engineer will provide the Contractor with installation instructions and drawings from the equipment manufacturer if applicable.

1.09 CONTRACTOR'S RESPONSIBILITIES FOR OWNER-FURNISHED MATERIALS

A. The Contractor shall be responsible for receiving, loading, transporting and unloading Owner-furnished equipment and materials from storage sites to places of installation except as otherwise specified in this section or attachments thereto.

B. Acceptance of Owner-Furnished Material: Inspect Owner-furnished material at time of pickup or delivery, and submit Material Transfer/Acceptance receipt form to the Engineer certifying the quantity of accepted material. Set aside damaged material, and immediately notify the Engineer and the delivery carrier, as applicable, in writing of the damage and circumstances of discovery.

C. The Owner will furnish Material Transfer/Acceptance receipt forms for recording all material transfers between the Contractor and the Owner. Ensure that receipt forms are signed by duly authorized representatives of the Contractor and the Engineer upon Contractor's acceptance of Owner-furnished material and upon Contractor's return of Owner-furnished material to Owner.

D. Protection: Upon acceptance, assume custody of and provide protection for, Owner-furnished material until Final Acceptance and the return of any excess

material. Protect Owner-furnished material while in custody from theft, vandalism, loss, and damage during loading, hauling, unloading, storing, handling, distributing, and installing the material. Replace or repair as acceptable to the Engineer any Owner-furnished material lost or damaged by any cause while in the custody of the Contractor at no cost to Owner. Exception: If damage to Owner-furnished material is caused by Owner or ORR, cost of damage will be borne by the Owner.

E. Loading, Hauling, and Unloading: For material to be picked up, provide all labor, equipment, and materials necessary to load and haul to the project site. For material to be picked up or delivered, provide all labor, equipment, and materials necessary to unload, handle, stockpile, and store Owner-furnished material. Unload and stockpile or store Owner-furnished material delivered by Owner or others within 1 hour of their arrival at the delivery site. Load, unload, and handle in accordance with the respective manufacturer's recommendations as furnished by the Engineer.

F. Storage Plan: Prepare a storage plan for each storage area where Owner-furnished material is proposed to be stored or stockpiled. Include sufficient detail to demonstrate that efficient handling and security provisions will be provided, that supporting soils will not be overloaded, and that materials will not be overstressed due to bending or shear.

G. Inventory Records: Prepare and maintain perpetual inventory records of Owner-furnished material, and assign stock number, date of receipt from the Owner, and approximate date of construction placement. Include current location of material removed from each storage location (either another storage location or incorporated into the work).

H. Excess Materials: Upon Final Acceptance, transport, unload, and stockpile, all excess Owner-furnished material to a delivery location within a 50 mile radius of the jobsite, as determined by the Engineer. Document transfer of material back to the Owner with Material Transfer Acceptance receipt form.

1.10 SPARE PARTS AND SIMILAR ITEMS

A. Provide spare parts, extra materials, tools, and similar items furnished for the Owner’s use as specified in the individual sections of the Contract Specifications. Provisions specified herein for spare parts apply to such extra materials, tools, and similar items.

B. Spare parts and extra materials shall be identical to the materials installed in the Work unless otherwise noted, or unless approved in writing by the Engineer.

C. Quantities: Provide quantities as specified in the individual sections of the Contract Specifications.

D. Spare Parts Delivery: Make arrangements with the Engineer prior to delivering spare parts.

1. Deliver spare parts in undamaged condition to the warehouse location or locations specified in the Contract Specifications. Provide unloading service at the designated storage location for delivered products.

2. Prepare formal receipts for delivered products, and have them signed by the authorized Owner representative at the location.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

#@# (Optional section. Include Section 3.01 if Owner Furnished Materials are provided. If there are no Owner Furnished Materials, state “Not Used” for Part 3 – Execution.)

3.01 INSTALLATION OF OWNER-FURNISHED MATERIALS

A. Furnish all facilities, tools, equipment, materials, and services needed to complete the installation of Owner-furnished material, except as otherwise indicated.

B. Install Owner-furnished material accurately and efficiently to avoid waste, such as that due to incorrect or inaccurate installation. Replace wasted material, as documented by the Engineer, at no additional cost to the Owner.

ATTACHMENT FOLLOWS

#@# (If Owner furnished materials are provided, list them in the following table. If no OFM are provided, omit the table, delete “Attachments Follow”, delete page break, delete “End of Attachments”, leave the “End of Section” marker as is.)

ATTACHMENT 01600-A

OWNER FURNISHED MATERIALS

Material Description	Quantity	Location	Additional Information

END OF ATTACHMENT

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for obtaining Notice of Substantial Completion and Notice of Final Acceptance, completing final cleanup and demobilization.

1.02 GENERAL

A. Attention is directed to GC4.3, Guaranty of Work, GC8.4, Liquidated Damages, GC5.13, Relief from Maintenance, and GC9.8, Final Payment and Claims.

B. Refer to GC1.3, Definitions and Terms, for definitions of Substantial Completion and Final Acceptance.

1.03 DELIVERABLES

A. Prior to requesting an inspection for Substantial Completion of the entire Work, submit the following deliverables. Engineer's acceptance of these deliverables is a prerequisite for Substantial Completion.

1. Completed Original As-Built Drawings in accordance with Section 01720, Contract Record Documents.

2. Operations and Maintenance Manuals as required by the Contract Documents.

3. Warranty documentation as required by the Contract Documents.

4. Quality Control documentation, including material test results, nonconformance reports and associated resolution documentation in accordance with Section 01400, Quality Control and Assurance.

5. Material certificates of compliance in accordance with Section 01600, Materials.

6. All certified payroll documentation submitted in LCP Tracker in accordance with the General Conditions.

7. All spare parts.

1.04 SUBSTANTIAL COMPLETION

A. Determination of Substantial Completion:

1. The Contractor shall request, in writing, for an inspection of the Work at the time the Contractor believes the Work is substantially complete. The Engineer will arrange the inspection and within #@# (Insert number of days. Must match deliverables review time above.) days from the Contractor's request, determine whether or not Substantial Completion has been achieved.

2. If requested by the Engineer, the Contractor shall be represented during the inspection by its designated project representative and such Subcontractors and suppliers as may be necessary to answer the questions of the Engineer's inspection team.

3. From the information gathered from this inspection, the Engineer will prepare a punch list of work to be performed, corrected, or completed.

4. Should the Work, or a portion of the Work, be inspected and determined by the Engineer to be incapable of serving its intended purpose as required in accordance with the Contract Documents, or if the Work is unsatisfactory because of non-conformances, defects, omissions or failure to complete, or an unacceptable punch list remains, the Engineer will notify the Contractor, in writing that Substantial Completion has not been achieved. The status of the Work involved shall be considered to be unaffected by the Contractor's request for inspection, and the Contractor shall continue to prosecute the Work in accordance with the Contract Documents.

B. The Engineer will issue a Notice of Substantial Completion for the entire project when a satisfactory punch list has been established and all required Submittals and Deliverables have been accepted or approved.

C. Issuance of a Notice of Substantial Completion by Owner shall in no way relieve the Contractor from its obligation to achieve Final Acceptance within the Contract Time.

1.05 DEMOBILIZATION

A. Remove temporary facilities from the site. Remove construction tools, apparatus, equipment, Contractor-owned temporary buildings, unused materials and supplies, plant, and personnel from the site. Restore areas utilized for temporary buildings, storage, plant, and access to their original natural state, or where required under the Contract Documents, complete such areas. Return excess Owner-furnished materials as specified in Section 01600, Materials.

1.06 FINAL SITE CLEANUP

A. Before final inspection of the Work, the Contractor shall thoroughly clean the entire work site, material sites, surrounding roadways and all ground occupied by him in connection with the Work, of all rubbish, waste and unused materials,

dunnage, falsework, temporary structures and equipment, and debris of any description resulting from the Work. All parts of the Work shall be left in a neat and presentable condition. Final cleaning shall include washing, dusting and sweeping, as applicable, of exposed architectural finish surfaces.

B. Hose down and scrub clean pavement and paved walkways where necessary. Remove oil and grease stains.

C. Thoroughly remove mortar droppings from concrete slabs and pavement. Hose down and scrub clean concrete flatwork and exposed vertical surfaces of concrete and masonry.

D. Clean out new and existing drainage systems.

E. Clean and protect conduit openings.

1.07 FINAL ACCEPTANCE

A. Prior to requesting the inspection for Final Acceptance, perform or confirm completion of the following:

1. Punch list work.

2. Demobilization.

3. Final cleanup.

B. The Contractor shall request, in writing, for a final inspection of the Work at the time the Contractor believes the Work is complete and satisfies the requirements for Final Acceptance. The Engineer, within seven (7) 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. Within seven (7) days after the inspection, the Engineer will notify the Contractor, in writing, of the results of the inspection.

C. Determination of Final Acceptance:

1. Upon Engineer’s final inspection and determination that Final Acceptance has been achieved, including resolution of punch list items, satisfaction of closeout deliverable requirements, demobilization and final cleanup all in accordance with the Contract Documents, the Engineer will issue a Notice of Final Acceptance.

2. Should the Work be inspected and determined by the Engineer to be unsatisfactory due to nonconformances, defects, omissions, or failure to complete, the Engineer will notify the Contractor, in writing that Final Acceptance has not been achieved.

3. If Final Acceptance has not been achieved as determined by the Engineer, the Engineer shall have the option to:

    a. Allow the Contractor to continue working until Final Acceptance is achieved. The status of the Work involved shall be considered to be unaffected by the Contractor's request for inspection, and the Contractor shall continue to prosecute the Work in accordance with the Contract Documents.

    b. Issue a Notice of Final Acceptance and deduct from payments due the Contractor the estimated cost to complete the unfinished portion of the Work, including a reasonable charge for engineering, managerial and administrative services.

D. Upon issuance of the Notice of Final Acceptance, no further site access will be allowed.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01720 CONTRACT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Section includes requirements for preparing, maintaining and submitting Contract Record Documents.

1.02 SUBMITTALS

A. As-Built Drawings: Submit one set of full size marked up As-Built Drawings in accordance with the requirements of this section.

1. Submit one hard copy and one PDF copy of marked up As-Built Drawings for the Engineer's approval.

2. Include with each submittal of As-Built Drawings a statement, signed by the Contractor's Quality Manager or Construction Project Manager, certifying that drawings as submitted are complete and accurate.

1.03 MAINTENANCE OF CONTRACT RECORD DOCUMENTS

A. Maintain at the Contractor's field office or other approved location one (1) copy of the following documents for record purposes:

1. Record (As-Built) Drawings. Utilize one set of full size prints of conformed Contract Drawings for marking up "as-built" revisions and special features. Refer to detailed requirements under Record (As-Built) Drawings herein.

2. Other documents including copies of conformed Contract Documents, Change Orders, Requests for Information, permits, and required deliverables and approved submittals such as shop drawings, working drawings, product data, progress schedules, inspection reports, test reports, non-conformance reports, worker qualifications and certifications, accident/incident reports, invoices, and site specific work plans. Submittal of such other documents at Contract Closeout is not required except as specified elsewhere.

B. Store documents used for record purposes apart from documents used for construction. Do not use record documents for construction purposes.

C. Provide files and racks for storage of documents.

D. File documents, other than Contract Drawings, to the extent possible in 9 inch by 12 inch file folders and index files in accordance with Contract Specifications section numbers, as applicable.

E. Maintain documents in clean, dry, legible condition.

F. Label each document "As-Built" or "Project Record" as appropriate.

G. Make documents available at all times for inspection by the Engineer and agencies having jurisdiction.

H. Label each hard copy document “PROJECT RECORD” in two-inch-high printed letters or a height appropriate to the document or as indicated.

1.04 RECORD (AS-BUILT) DRAWINGS

A. Record changes, revisions, clarifications, and actual field conditions on As-Built Drawings within fourteen (14) days of the occurrence of the event that caused the change. Record elements of the Work which will be permanently concealed prior to concealment. Record each as-built detail including:

1. Changes including changes generated by field conditions, Change Orders, and Requests for Information (RFI). Annotate change with corresponding Change Order or RFI number.

2. Exact locations of underground utilities and appurtenances referenced to visible accessible permanent surface features. Provide typical embedment depth and horizontal distances from permanent and accessible reference objects. Include underground items encountered during construction that were not originally shown or incorrectly shown on the Contract Drawings.

3. Exact locations of utilities and appurtenances concealed in structures referenced to visible and accessible features of the structures. Include locations and dimensions of conduits, piping, and similar items physically laid out by the Contractor.

B. Mark As-Built Drawings neatly with red ink.

C. Where the Contract Drawings are not of sufficient size, scale, or detail, furnish additional drawings for incorporation of details and dimensions.

D. Identify on each sheet of As-Built Drawings the name of the person responsible for marking up the sheet, their company name, and date. Also include the wet signature of the person on each sheet. In addition, identify on each sheet the name and date of the person responsible for verifying that the mark up is correct and accurately represents the field changes made. The person verifying the mark up shall be the Contractor’s Quality Representative or Construction Project Manager.

E. The Engineer may conduct monthly inspections of the Contractor's As-Built Drawings throughout the term of the contract to ensure the As-Built drawings are being updated and are current.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

PART 7 - TECHNICAL SPECIFICATIONS

To be included as per Final Design.

PART 8 - DRAWINGS/PLANS

To be included as per Final Design.

APPENDIX F: FEDERAL REQUIREMENTS

In its performance of the Contract, CM/GC Contractor will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title.

DEFINITIONS.

☒ **1. FLY AMERICA REQUIREMENTS**.

☒ **2. ENERGY CONSERVATION**.

☒ **3. RECYCLED PRODUCTS**.

☒ **4. CARGO PREFERENCE REQUIREMENTS**.

☒ **5. ACCESS TO RECORDS AND REPORTS**.

☒ **6. FEDERAL CHANGES**.

☒ **7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**.

☒ **8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**.

☒ **9. CIVIL RIGHTS REQUIREMENTS**.

☒ **10. SAFE OPERATION OF MOTOR VEHICLES.**

☒ **11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**.

☒ **12. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES**.

☒ **13. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**

☒ **14. VETERANS PREFERENCE**.

☒ **15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**.

☒ **16. LOBBYING**.

☒ **17. CLEAN WATER AND AIR REQUIREMENTS**.

☒ **18. BUY AMERICA REQUIREMENTS**.

☐ **19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**.

☒ **20. BUILD AMERICA, BUY AMERICA ACT**.

☒ **21. ACCESSIBILITY**.

☐ **22. BUS TESTING**.

☒ **23. DAVIS-BACON ACT REQUIREMENTS**.

☒ **24. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

☒ **25. SEISMIC SAFETY**.

☐ **26. CHARTER SERVICE OPERATIONS**.

☐ **27. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**.

☐ **28. SCHOOL BUS OPERATIONS**.

☐ **29. SUBSTANCE ABUSE REQUIREMENTS**.

☐ **30. DOMESTIC PREFERENCES FOR PROCUREMENTS**.

DEFINITIONS. The following definitions apply to these federal terms and conditions:

a. "Proposal" means bid, proposal, or offer.

b. "Proposer" means Proposer, proposer, or offeror.

c. "Contract" means the agreement to which these Federal Terms and Conditions apply.

d. "CM/GC Contractor" means the person or entity named in the Purchase Order, Proposal, Proposal or Contract to which these Federal Terms and Conditions apply.

e. "FTA" means the Federal Transit Administration.

f. "Agency" means the PENINSULA CORRIDOR JOINT POWERS BOARD.

g. "U.S. DOT" means United States Department of Transportation.

CLAUSES

1. **FLY AMERICA REQUIREMENTS**. The CM/GC Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The CM/GC Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The CM/GC Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

2. **ENERGY CONSERVATION**. The CM/GC Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq*.

3. **RECYCLED PRODUCTS**. The CM/GC Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the

environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

4. **CARGO PREFERENCE REQUIREMENTS**. The CM/GC Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Agency (through the CM/GC Contractor in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

5. **ACCESS TO RECORDS AND REPORTS**. CM/GC Contractor must provide all authorized representatives of the Agency, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the CM/GC Contractor which are related to performance of this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. CM/GC Contractor also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CM/GC Contractor agrees to maintain the same until the Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. **FEDERAL CHANGES**. CM/GC Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (30) dated November 2, 2022) between the Agency and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. CM/GC Contractor's failure to so comply constitutes a material breach of this Contract.

7. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**. The Agency and CM/GC Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the

underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Agency, CM/GC Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CM/GC Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

a. The CM/GC Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the CM/GC Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract is being performed. In addition to other penalties that may be applicable, the CM/GC Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CM/GC Contractor to the extent the Federal Government deems appropriate.

b. The CM/GC Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the CM/GC Contractor, to the extent the Federal Government deems appropriate.

c. The CM/GC Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

9. CIVIL RIGHTS REQUIREMENTS.

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CM/GC Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CM/GC Contractor agrees to

comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CM/GC Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the performance of the Contract. The CM/GC Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CM/GC Contractor agrees to comply with any implementing requirements FTA may issue.

ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CM/GC Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CM/GC Contractor agrees to comply with any implementing requirements FTA may issue.

iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CM/GC Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CM/GC Contractor agrees to comply with any implementing requirements FTA may issue.

The CM/GC Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

10. SAFE OPERATION OF MOTOR VEHICLES. The CM/GC Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs

for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the CM/GC Contractor or the Agency. The CM/GC Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CM/GC Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CM/GC Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.

12. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES. The CM/GC Contractor represents that the CM/GC Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

13. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.

B. The CM/GC Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Agreement, this Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CM/GC Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

The CM/GC Contractor further agrees to promptly notify Agency of any matter described above that relates to this Agreement or any other federally assisted agreement between the CM/GC Contractor and Agency.

"Knowledge," as used in this section, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the CM/GC Contractor's possession.

"Promptly," as used in this section, means to refer information without delay and without change.

C. The CM/GC Contractor agrees to include the above clause in all subcontracts entered into for the performance of this Agreement. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

14. VETERANS PREFERENCE. To the extent practicable, the CM/GC Contractor agrees that it and its subcontractors:

a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required under a third party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and

b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

15. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**. This contract is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CM/GC Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the Proposer or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the Proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. **LOBBYING**. CM/GC Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." CM/GC Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CM/GC Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to the Agency. CM/GC Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. The Agency is responsible for keeping the certification of the CM/GC Contractor, who is in turn responsible for keeping the certification forms of

subcontractors/subconsultants. The Proposer shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Proposal Documents, including instructions for completion.

17. **CLEAN WATER AND AIR REQUIREMENTS**. The CM/GC Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et *seq*., and the Clean Air Act, as amended, 42 U.S.C. 7401 et *seq*. The CM/GC Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The CM/GC Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in part or in whole with federal assistance provided by the FTA.

18. **BUY AMERICA REQUIREMENTS**. The CM/GC Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All Proposers or proposers must submit the appropriate Buy America certification to the Agency with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

19. **PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**. CM/GC Contractor agrees to comply with pre-award and post-delivery requirements set forth in 49 U.S.C. § 5323(m) and FTA's implementing regulations at 49 C.F.R. Part 663. CM/GC Contractor must submit the following certifications with its bid:

a. Pre-Award Buy America Certification: The CM/GC Contractor must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the CM/GC Contractor certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

b. Pre-Award Solicitation Specifications Certification: The CM/GC Contractor shall submit evidence that is capable of producing rolling stock that meets the Agency's specifications set forth in the solicitation.

c. Federal Motor Vehicle Safety Standards (FMVSS): The CM/GC Contractor must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.

20. **BUILD AMERICA, BUY AMERICA ACT**. For construction materials used in the Project, the CM/GC Contractor agrees to comply with the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, U.S. DOT, and FTA, unless a waiver applies.

21. **ACCESSIBILITY**. The CM/GC Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

22. **BUS TESTING**. The CM/GC Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to the Agency at a point in the procurement process specified by the Agency which will be prior to the Agency's final acceptance of the first vehicle.

b. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.

c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Agency prior to the Agency's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

23. **DAVIS-BACON ACT REQUIREMENTS**.

a. Minimum wages

i. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Contract (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the

construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CM/GC Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subsection (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(4) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the CM/GC Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CM/GC Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iii. If the CM/GC Contractor does not make payments to a trustee or other third person, the CM/GC Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the CM/GC Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CM/GC Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

iv. (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the CM/GC Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the CM/GC Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt sand so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsections (A)(4)(b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

b. Withholding - The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CM/GC Contractor under this Contract or any other Federal contract with the CM/GC Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the CM/GC Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CM/GC Contractor or any subcontractor the full amount of wages required by the Contract. In the event

of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Agency may, after written notice to the CM/GC Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records

i. Payrolls and basic records relating thereto shall be maintained by the CM/GC Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CM/GC Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (a) The CM/GC Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The CM/GC Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Agency if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CM/GC Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this Section.

(d) The falsification of any of the above certifications may subject the CM/GC Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

iii. The CM/GC Contractor or subcontractor shall make the records required under paragraph (3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CM/GC Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CM/GC Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees

i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CM/GC Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where CM/GC Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CM/GC Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination

for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CM/GC Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CM/GC Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

e. Compliance with Copeland Act requirements - The CM/GC Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

f. Subcontracts - The CM/GC Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CM/GC Contractor shall be responsible for the compliance by any subcontractor or lower subcontractor with all the contract clauses in 29 CFR 5.5.

g. Contract termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract and for debarment as a CM/GC Contractor and a subcontractor as provided in 29 CFR 5.12.

h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

i. Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CM/GC Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of eligibility

i. By entering into this Contract, the CM/GC Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the CM/GC Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii. No part of this Contract shall be subcontracted to person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

24. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the CM/GC Contractor or subcontractor in the performance of any part of the work under the Contract, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C.A. § 3701)

a. Overtime Requirements – Neither the CM/GC Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is

employed on such work under this Contract to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the CM/GC Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CM/GC Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section in the sum of $10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.

c. Withholding for Unpaid Wages and Liquidated Damages – Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by CM/GC Contractor under any such contract or any other Federal contract with CM/GC Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by CM/GC Contractor, such sums as may be determined to be necessary to satisfy any liabilities of CM/GC Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

d. Subcontracts – The CM/GC Contractor shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CM/GC Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

e. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the CM/GC Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the CM/GC Contractor shall maintain

records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the CM/GC Contractor employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

f. Occupational Safety and Health Act – The CM/GC Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction", 29 CFR Part 1926. Among other things, the CM/GC Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The CM/GC Contractor also agrees to include the requirements of this Subsection F in each subcontract. The term "subcontract" under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

25. **SEISMIC SAFETY**. The CM/GC Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The CM/GC Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

26. **CHARTER SERVICE OPERATIONS**. The CM/GC Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter

operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

27. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS. The CM/GC Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the CM/GC Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The CM/GC Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the CM/GC Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CM/GC Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the CM/GC Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed

to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The CM/GC Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. **SCHOOL BUS OPERATIONS**. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.

29. **SUBSTANCE ABUSE REQUIREMENTS**. Agency adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, the Agency requires that contractors who “stand in the shoes” of the Agency are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. CM/GC Contractor is required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The CM/GC Contractor's policy, testing program and training must comply with these regulations: 49 CFR Part 655, (“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”) and 49 CFR Part 40, (“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”).

The CM/GC Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for the Agency to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The CM/GC Contractor must notify the Agency's Risk Administrator immediately of any violation of the regulations or failure to test.

Any employee of the CM/GC Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the CM/GC Contractor utilizes their own pre-established program or a third party administrator’s, CM/GC Contractor must fully cooperate with the Agency in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that the Agency requires of CM/GC Contractor. CM/GC Contractor further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems (“MIS”) reports

before March 1st (for the prior calendar year) to the Agency. CM/GC Contractor agrees that all records produced and maintained in the performance of the program are subject to review by the Agency in a facility not more than 100 miles away. Further, CM/GC Contractor may be required to submit quarterly MIS reports to the Agency.

If the CM/GC Contractor is included in the Agency's Random Testing Program, the CM/GC Contractor is not released from all other DOT regulations such as: adhering to DOT's hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. CM/GC Contractor agrees to timely notify the Agency with names of their safety-sensitive employees, including any additions or deletions during the contract term.

CM/GC Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of CM/GC Contractor's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the Agency, may result in the contract being terminated for default.

30. **DOMESTIC PREFERENCES FOR PROCUREMENTS**. Pursuant to 2 CFR § 200.322, the CM/GC Contractor should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The CM/GC Contractor must include this requirement in agreements with subcontractors, including all contracts and purchase orders for work or products under this Agreement.

APPENDIX G: LABOR CODE REQUIREMENTS

The Pre-Construction and Construction Phase Work in the Agreement includes public works as defined by Labor Code Section 1720. Accordingly, the CM/GC Contractor and Subcontractor(s) are subject to California prevailing wage laws when work under the Agreement includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California prevailing wage laws include all applicable Sections of the Labor Code (Chapter 1, commencing with Section 1720, of Part 7 of Division 2). At its own cost, CM/GC Contractor shall comply with all laws, rules and regulations that pertain to CM/GC Contractor's work force.

A. Labor Non-Discrimination

Section 1735 of the Labor Code states that the CM/GC Contractor shall not discriminate against any employee who is employed upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code.

B. Coordination with Federal and California Prevailing Wage Laws

When both federal and California prevailing wage laws apply to the Agreement, the CM/GC Contractor and any Subcontractor shall pay their workers the higher of the two prevailing wage rates. To the extent that Contract provisions required by federal and state law are inconsistent, the Contractor is responsible for complying with the more comprehensive or stricter requirements. The CM/GC Contractor and all Subcontractors shall insert this clause in any lower tier contract.

Federal prevailing wage rates are contained in Appendix I: Federal Prevailing Wage Rates.

C. California Prevailing Wage Rates

The CM/GC Contractor and Subcontractors at any tier shall comply with Labor Code Sections 1774 and 1775. The California Department of Industrial Relations (DIR) General Prevailing Wage Determinations 2024-2 shall constitute the Prevailing Wage for the duration of the Contract. Copies of the determinations can be reviewed at the Agency's Central Office (1250 San Carlos Avenue, San Carlos, California 94070) or found at:

https://www.dir.ca.gov/OPRL/2024-2/PWD/index.htm

The CM/GC Contractor shall post a printed copy of the applicable prevailing wage determinations in a prominent place at the work site, including field offices.

The CM/GC Contractor and Subcontractor(s) shall pay no less than the applicable prevailing wage to any worker performing Prevailing Wage Covered Work under this Agreement for all work hours specified within the applicable prevailing wage determinations pursuant to Labor Code Section 1774.

When, after investigation by the Agency or the DIR, it is established that a worker has been paid less than the applicable prevailing wage, the CM/GC Contractor or Subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable prevailing wage. In addition, the CM/GC Contractor or Subcontractor shall forfeit to the Agency a penalty of not more than $200 for each underpaid worker for each Calendar Day, or portion thereof, during which underpayment has occurred pursuant to Labor Code Section 1775. The Agency may withhold progress or final payments from the CM/GC Contractor equal to the value of unpaid wages and applicable penalties when it is established by the Agency or DIR that an underpayment has occurred. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

D. Future Wage Increases

Predetermined increases to the prevailing wage can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (**) following the published expiration date. The Agency will not recognize any claim for additional compensation based on the payment by the CM/GC Contractor of any predetermined increase to the prevailing wage, or the federal minimum wage rate, during the term of the Agreement. The possibility of wage increases during the Agreement is one of the elements to be considered by the CM/GC Contractor in determining the bid, and such wage increases will not, under any circumstances, be considered as the basis of a claim against the Agency with regard to the Agreement.

E. Hours of Labor

The CM/GC Contractor and Subcontractor(s) at any tier shall comply with Labor Code Sections 1810 through 1815. The CM/GC Contractor and Subcontractor(s) shall recognize that eight hours labor constitutes one day’s work. The CM/GC Contractor and Subcontractor(s) shall only permit a worker to work more than eight hours in one day and work in excess of forty hours in one week when that work is paid at no less than one and one-half times the prevailing wage basic hourly rate of pay.

The CM/GC Contractor and Subcontractor(s) shall maintain accurate records showing the name of and actual hours worked each Calendar Day and each week by each worker employed in connection with Prevailing Wage Covered Work performed under the Agreement. The CM/GC Contractor and Subcontractor(s) shall make these records available for inspection by the Agency and by the DIR’s Division of Labor Standards Enforcement.

When, after investigation by the Agency or DIR, it is established that more than eight hours in one day or forty hours in one week of work has been performed without appropriate compensation, the CM/GC Contractor or Subcontractor shall forfeit to the Agency a penalty of $25 per day for each affected worker. The Agency may withhold progress or final payments from the CM/GC Contractor equal to the amount of underpayment and applicable penalties when it is established by the Agency or DIR that overtime work has not been appropriately compensated. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

F. Certified Payroll Records (CPRs)

The CM/GC Contractor and Subcontractor(s) shall comply with Labor Code Section 1776 and Title 8 of the California Code of Regulations Section 16400.

The Agency may withhold progress or final payments due or estimated to be due to the CM/GC Contractor or Subcontractor whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Contract), plus any additional amount that the Agency has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against the CM/GC Contractor or Subcontractor whose CPRs are delinquent or inadequate; the CM/GC Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Agency provides notice that the Subcontractor has cured the delinquency or deficiency.

The CM/GC Contractor and Subcontractor(s) shall maintain CPRs for a period of three years following the completion of the Agreement.

b. Content of CPRs

The CM/GC Contractor and Subcontractor(s) shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the CM/GC Contractor or Subcontractor in connection with the Agreement.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

i. The information contained in the payroll record is true and correct.

ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

A CPR is inadequate if the CPR does not contain all of the above-mentioned parts.

c. Timely Submission of CPRs

The CM/GC Contractor and Subcontractor(s) shall submit one CPR each week from the start of Prevailing Wage Covered Work through the completion of the work. Each CPR shall be submitted within seven Calendar Days from the last day of the CM/GC Contractor's or Subcontractor's work week. A CPR shall be considered delinquent if the CPR has not been submitted within thirty Calendar Days from the end of the work week.

d. Additional Requests for CPRs and Other Payroll Records

The CM/GC Contractor's and Subcontractor's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations Section 16000, shall be available for inspection at all reasonable hours at the CM/GC Contractor's or Subcontractor's office, and copies thereof shall be provided by the CM/GC Contractor or Subcontractor on the following basis:

i. Upon request of an employee or the employee's authorized representative.

ii. Within ten Calendar Days of a written request from the Agency, or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards. When copies of payroll records are not provided within ten Calendar Days, the CM/GC Contractor or Subcontractor shall forfeit to the Agency a penalty of $100 per worker for each Calendar Day or portion thereof that copies are not provided. The Agency may withhold progress or final payments from the CM/GC Contractor equal to the amount of any accrued penalties. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

e. Submittal of Payroll Records via LCPtracker

The CM/GC Contractor and Subcontractor(s) shall also submit all CPRs via the LCPtracker online submittal system (www.lcptracker.com), unless otherwise required by the Agency. LCPtracker access is provided by the Agency free of charge to the CM/GC Contractor and Subcontractor(s). Any optional interface with LCPtracker shall be at the sole expense of the CM/GC Contractor. The CM/GC Contractor is responsible for ensuring that all Subcontractors performing prevailing wage covered work under this agreement are registered in LCPtracker and submit CPRs.

f. Submittal of Payroll Records to the DIR

All contractors, subcontractors, or vendors performing Prevailing Wage Covered Work under this Agreement shall submit certified payroll records as specified in California Labor Code Section 1776 directly to the Labor Commissioner. Information on reporting to the Labor Commissioner is available online at: http://www.dir.ca.gov/Public-Works/PublicWorks.html

G. Apprenticeship Requirements

Labor Code Section 1777.5(n) emphasizes that a prime contractor is responsible for compliance with apprenticeship requirements. Therefore, the CM/GC Contractor shall be responsible for compliance by the CM/GC Contractor and any Subcontractor(s) with Labor Code Sections 1777.5 through 1777.6 related to the employment of apprentices. The CM/GC Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code Section 1777.7.

The CM/GC Contractor and Subcontractor(s) shall meet the following obligations whenever Prevailing Wage Covered Work is performed under this Agreement in a craft or classification deemed to be apprenticeable within applicable prevailing wage determinations:

g. Before the start of work under this Agreement, the CM/GC Contractor and Subcontractor(s) shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Work. Completion and submission of Form DAS-140 may constitute sufficient notification.

   Form DAS-140 can be found at:

   http://www.dir.ca.gov/DAS/DASForm140.pdf

   Information on apprenticeship programs can be found at:

   http://www.dir.ca.gov/databases/das/pwaddrstart.asp

h. During work performed under the Agreement, the CM/GC Contractor and Subcontractor(s) shall employ apprentices in a ratio of not less than one apprentice hour of work for every five hours of journeyman work. The CM/GC Contractor and Subcontractor(s) shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the one-to-five ratio.

i. For every hour of journeyman and apprentice labor, the CM/GC Contractor and Subcontractor(s) shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.

j. The CM/GC Contractor and Subcontractor(s) shall pay a worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:

   i. The worker is registered as an apprentice with the DAS and the CM/GC Contractor has obtained written proof of his or her registration.

   ii. The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and

Labor Services and the Contractor has obtained written proof of his or her registration.

iii. The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which he or she is training.

H. Wage Kickbacks and Worker Registration Fees Prohibited

The CM/GC Contractor and Subcontractor(s) at any tier shall comply with Labor Code Sections 1778 through 1779. The CM/GC Contractor and Subcontractor(s) shall not take, receive, or conspire with another to take or receive, for his own use or the use of any other person any portion of the wages of any worker or Subcontractor in connection with the Agreement.

The CM/GC Contractor and Subcontractor(s) shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.

I. Agency Labor Compliance Program (LCP)

The Agency operates a DIR-approved LCP for monitoring and enforcing California prevailing wage law, including the abovementioned provisions. All Prevailing Wage Covered Work under the Agreement will be subject to the requirements of the LCP.

The CM/GC Contractor shall post the Agency's LCP contact information in a prominent place at the work site.

Pursuant to Labor Code Section 1726, the Agency shall take cognizance of Labor Code violations committed in the course of the execution of the Agreement. The Agency shall withhold contract payments pursuant to Section 1771.6 if violations are found.

J. Contractor Registration for California Public Works

Pursuant to Labor Code Section 1771.1, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code Section 1725.5. For federally funded projects, the Contractor and all Subcontractors must be registered at the time of contract award.

Submission of a Proposal by an unregistered Contractor, or listing an unregistered Subcontractor, may result in the Proposal being rejected as non-responsive. Contractor registration can be completed online at the following website: https://www.dir.ca.gov/public-works/contractor-registration.html.

An unregistered Contractor or Subcontractor who is found to have performed prevailing wage covered work under this Agreement is subject to penalties of up to

$8,000 in addition to any penalty registration fees that may be assessed. Additionally, a higher-tiered Contractor who is found to have entered into a subcontract with an unregistered lower-tier Subcontractor is subject to penalties of up to $10,000. Contractor registration may be verified online at the following website:

https://www.dir.ca.gov/Public-Works/Contractors.html

To ensure compliance with Labor Code 1773.3: the Agency shall withhold final payment due to the CM/GC Contractor until:

f. The CM/GC Contractor has provided the Agency with a Contractor Registration Closeout Form that includes the name and PWCR of every lower-tier Subcontractor who performed Prevailing Wage Covered Work under the Agreement;

g. The Agency's Labor Compliance Officer (LCO) has reviewed that the Contractor Registration Closeout Form contains all required information, has verified that all Contractors were properly registered, and has notified the CM/GC Contractor that the Contractor Registration Closeout Form is acceptable, and;

h. Thirty calendar days have passed since the LCO notified the CM/GC Contractor that the Contractor Registration Closeout Form is acceptable. At the LCO's discretion, the thirty-day waiting period may be waived if all Subcontractors were previously identified.

K. Compliance Monitoring by the California DIR

This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The CM/GC Contractor must post site notices, as prescribed by Title 8 California Code of Regulations Section 16451(d).

L. Compliance With Concrete Delivery Legislation

The CM/GC Contractor and all Subcontractors shall comply with the concrete hauling and delivery requirements in Labor Code Section 1720.9 as added by AB 219. More information on these requirements may be found at:
https://www.dir.ca.gov/ConcreteDeliveryPrevailingWage/AB_219_Fact_Sheet.html

M. Payment of Workers Compensation

Pursuant to the requirements of Section 1860 of the California Labor Code, the CM/GC Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

By signing this Agreement, CM/GC Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provision of that code, and if awarded an Agreement, will comply with such provisions before commencing the performance of the Work of this Agreement.

N. Safety and Health Standards.

CM/GC Contractor must comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the Work under this Agreement, including without limitation Section 6500 of the Labor Code.

O. Trench Safety.

Excavation for any trench five (5) feet or more in depth will not begin until the CM/GC Contractor has received approval from the Agency, of the CM/GC Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan must be submitted at least five (5) Days before the CM/GC Contractor intends to begin excavation for the trench and must show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan will allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan must be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

P. Prohibition Against Contracting with Debarred Subcontractors

CM/GC Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

END OF LABOR CODE REQUIREMENTS

APPENDIX H: CONSTRUCTION PHASE DBE REQUIREMENTS

The Agency, a recipient of federal financial assistance from the U. S. Department of Transportation (U.S. DOT), is committed to and has adopted a DBE Program in accordance with federal regulations 49 CFR Part 26, issued by the U.S. DOT.

It is the policy of the Agency to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to the Agency's construction, procurement and professional services activities. To this end, the Agency has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the CM/GC Contractor shall cooperate with the Agency in meeting these commitments and objectives.

A. DBE UTILIZATION GOAL

The Office of Civil Rights (OCR) has established an anticipated Contract-specific DBE utilization goal of twenty percent (20%) of the Construction Phase Direct Cost. The DBE Utilization Goal is subject to change based on updated Project estimates developed during the Base Contract, Pre-Construction Phase.

In order to be eligible for Construction Phase Amendment award, the CM/GC Contractor is required to either: 1) at the time of the Construction Phase Amendment negotiation and submittal, identify and commit to the use of specified DBE firms at a participation level equal to or greater than the above percent, or 2) within five (5) calendar days after the Construction Phase Amendment submittal date, provide adequate documentation to substantiate the CM/GC Contractor's good faith effort to meet the DBE goal. The CM/GC Contractor's failure to provide the Construction Phase Amendment DBE forms and its failure to demonstrate that it has either met the goal or made adequate good faith efforts to meet the goal shall result in the Construction Phase Amendment not being awarded.

In order for the Construction Phase Amendment to be awarded, the CM/GC Contractor shall provide the following forms:

1. Contractor's List of Subcontractors Parts I and II (Form 14)

The CM/GC Contractor shall complete and submit this form identifying all Subcontractors and sub-quotes it received, DBE and non-DBE alike. Part I of the form requires the CM/GC Contractor to list all Subcontractors, suppliers, truckers, or other third-party provider of goods or services who will participate on this Agreement. Part II of the form requires the CM/GC Contractor to list all Subcontractors, suppliers, truckers, or other third-party provider of goods or services who provided a quote or proposal but were not selected to participate on the Project.

2. Construction Phase DBE Commitment (Form 15-G)

In order to be considered responsive and eligible for Agreement award, the CM/GC Contractor must either meet the goal or demonstrate good faith efforts to meet the

goal. The CM/GC Contractor shall demonstrate their commitment to utilize DBEs by submitting the DBE Commitment Form. The CM/GC Contractor shall submit written confirmation from each listed DBE firm that it is participating in the Agreement with the DBE Commitment Form. Written confirmation may include a letter, email, or a copy of the DBE's quote. The written confirmation shall include the scope and Construction cost amount for the work the DBE is proposing to self-perform.

To count toward meeting the goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm will perform on the Agreement. Do not count any Work that will be subcontracted to a lower-tier non-DBE Subcontractor.

3. DBE Information – Good Faith Efforts (Form 15-H)

If the CM/GC Contractor does not meet the specified DBE participation goal, the CM/GC Contractor is required to complete and submit this form within five (5) calendar days after the TCP due date. Refer to Form 15-H for detailed instructions. The documentation of good faith efforts shall include copies of each DBE and non-DBE Subcontractor quote submitted to the CM/GC Contractor when a non-DBE Subcontractor was selected over a DBE for work on the Agreement per Title 49 CFR 26.53(b)(2)(vi).

Even if the CM/GC Contractor's DBE Commitment shows that the CM/GC Contractor has met the DBE goal, it is recommended that the CM/GC Contractor submit documentation of good faith efforts within the specified time to protect the CM/GC Contractor's eligibility for award of the Agreement in the event the Agency finds that the DBE goal has not been met.

Award of the Construction Phase Amendment will be based, in part, on the CM/GC Contractors proposed utilization of DBEs. The DBE goal offered by the CM/GC Contractor in its Construction cost shall be applicable to the entire Agreement, including any Change Orders or Amendments that may occur. If the CM/GC Contractor cannot meet the DBE goal due to Change Orders or Amendments, the CM/GC Contractor shall demonstrate good faith efforts to have met the goal.

B. GOOD FAITH EFFORTS

In order to be responsive, the CM/GC Contractor shall make good faith efforts to meet the DBE participation goal set forth in the Agreement. The CM/GC Contractor shall document the good faith efforts it made in that regard. Thus, the TCP submitted to the Agency must be accompanied by written documentation prepared by the CM/GC Contractor evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts shall be active steps which could reasonably be expected to lead to sufficient DBE participation to meet the Agreement DBE participation goal. Mere pro forma efforts are not acceptable and will be rejected.

Good faith efforts require that the CM/GC Contractor consider all qualified DBEs, who express an interest in performing work under the Agreement. This means that the CM/GC Contractor cannot reject a DBE as unqualified unless the Proposer has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the

DBE's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliation (for example union vs. non-union employee status) is not legitimate cause for the rejection or non-solicitation of quotes in the CM/GC Contractor's efforts to meet the Agreement DBE participation goal.

The following is a list of types of actions that are considered as part of the CM/GC Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the Work of the Agreement. This may include attendance at pre-proposal and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State of California's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the Project.

   The CM/GC Contractor should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the Subcontract. The CM/GC Contractor shall determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Agreement Work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the CM/GC Contractor might otherwise prefer to perform these Work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Agreement in a timely manner to assist them in responding to a solicitation with their offer for the Subcontract.

4. Negotiating in good faith with interested DBEs. It is the CM/GC Contractor's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the Work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the Work.

The CM/GC Contractor using good business judgment would consider a number of factors in negotiating with Subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as Agreement goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for the CM/GC Contractor's failure to meet the Agreement DBE goal, as long as such costs are reasonable. Also, the ability or desire of The CM/GC Contractor to perform the Work of the Agreement with its own organization does not relieve the CM/GC Contractor of the responsibility to make good faith efforts. The CM/GC Contractor is not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The potential DBE Subcontractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of quotes in the CM/GC Contractor’s efforts to meet the Project DBE goal. Another practice considered as insufficient good faith effort is the rejection of the DBE because its quotation for the Work was not the lowest received. However, nothing in this paragraph shall be construed to require the CM/GC Contractor to accept unreasonable quotes in order to satisfy Agreement goals.

   The CM/GC Contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the CM/GC Contractor has the ability and/or desire to perform the Agreement Work with its own forces does not relieve the CM/GC Contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the CM/GC Contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

C. DBE EVALUATION

OCR shall review all of the information submitted by the CM/GC Contractor in accordance with the Agreement to determine a recommendation regarding compliance with the DBE program requirements for award of Agreement to the CM/GC Contractor. The CM/GC Contractor and all proposed Subcontractors shall

cooperate with OCR if a request for additional information is made during the TCP evaluation process.

D. CONTRACTOR'S RIGHT TO RECONSIDERATION

In the event that OCR determines that the CM/GC Contractor has not complied with the DBE requirements, the CM/GC Contractor will be notified in writing. The notification shall include the reason(s) for the determination of non-responsiveness. Within two (2) Business Days of being informed by the Agency that it has failed to meet the requirements of the Agreement goal and it has not documented sufficient good faith efforts, the CM/GC Contractor may request administrative reconsideration. The Agency will provide the CM/GC Contractor with one (1) opportunity for administrative reconsideration, before the Agency awards the Construction Phase Amendment.

This reconsideration will include the following:

1. The CM/GC Contractor will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its TCP submittal met the DBE goal and/or showed good faith efforts to do so. No new evidence of good faith efforts may be presented after the TCP due date.
2. The Agency's Reconsideration Officer(s) will review the evidence presented by the CM/GC Contractor and issue a written determination that the CM/GC Contractor has:
    i. Met the DBE goal.
    ii. Not met the DBE goal but has made adequate good faith efforts to do so.
    iii. Has not met the DBE goal and the good faith efforts made were not adequate.

If the Agency's Reconsideration Officer concurs with OCR's determination that the CM/GC Contractor's TCP submittal is non-responsive, the CM/GC Contractor will not be recommended for award of the Construction Phase Amendment .

The decision of the Agency's Reconsideration Officer(s) is final and may not be appealed to the Agency, its funding agencies, or the U.S. DOT.

The Agency will not award an Optional Construction task Agreement to the CM/GC Contractor if the DBE participation goal is not met or good faith efforts to meet that goal are demonstrated. Thus, it is essential that the CM/GC Contractor submit all relevant documentation concerning the DBE goal and/or good faith efforts as required in the instructions to CM/GC Contractor.

E. ASSURANCE

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with the Agency, the CM/GC Contractor hereby makes the following assurance and agrees to include this assurance in any contracts it makes with Subcontractors in the performance of this Agreement:

The CM/GC Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CM/GC

Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CM/GC Contractor or Subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Agency deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the CM/GC Contractor from future proposals as non-responsible.

By entering into the Agreement, the CM/GC Contractor is deemed to have made the foregoing assurance and to be bound by its terms.

F. DBE ELIGIBILITY

As used in this document, a DBE is a small business concern that currently meets the criteria for a DBE as established by the California Unified Certification Program (CUCP) or U.S. DOT and is certified as a DBE by the CUCP or U.S. DOT at the time that proposals are due for this solicitation.

For information on DBE criteria and how to become certified as a DBE with the CUCP, please visit: https://caltrans.dbesystem.com .

G. AVAILABLE DBE RESOURCES

To assist the CM/GC Contractor in soliciting sub proposals from potential Subcontractors and suppliers, a directory of DBE firms may be found here: https://caltrans.dbesystem.com/. The DBE directory does not in any way prequalify the certified firms with respect to licensing, bondability, competence, or financial responsibility.

The Agency participates in the CUCP and accepts firms certified as DBEs by other transportation agencies that are signatories in the CUCP. Assistance from the Agency may be obtained from OCR by email at compliance@samtrans.com.

H. COUNTING DBE PARTICIPATION

Pursuant to 49 CFR §26.55, DBE participation includes that portion of the Agreement Work actually performed by a certified DBE with its own forces. A DBE may participate as a prime contractor, subcontractor, joint venture partner, consultant, subconsultant, vendor or supplier of materials or services required by the Agreement.

A DBE's participation can only be counted if it performs a commercially useful function on the Agreement as defined in 49 CFR §26.55(c). A DBE performs a commercially useful function when it actually performs, manages, and supervises a portion of the Work involved. There is a rebuttable presumption that if the DBE is not responsible for at least thirty percent (30%) of the Work with its own forces, or subcontracts a greater portion of the Work than the normal industry standard, it is not performing a commercially useful function. A DBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

The CM/GC Contractor shall determine the amount of DBE participation for each DBE performing Work on the Agreement in terms of both the total value of the Work in dollars and the percentage of the total construction cost amount. The CM/GC Contractor shall also determine the total amount of DBE participation for the entire Agreement. The CM/GC Contractor shall count DBE participation according to the following guidelines and in accordance with 49 CFR §26.55.

1. DBE Prime Contractor

Count the entire dollar amount of the Work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the Work and the reasonable fees and commissions charged for the services. Do not count any Work subcontracted to another firm as DBE participation by the DBE prime contractor.

2. DBE Subcontractor

Count the entire amount of the Work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the Work, except for materials and supplies purchased or leased from the DBE prime contractor, and reasonable fees and commissions charged for the services. Do not count any Work subcontracted by a DBE to another firm as DBE participation by said DBE. If the Work has been subcontracted to another DBE, it will be counted as DBE participation for that other DBE.

3. DBE Joint Venture Partner

Count the portion of the Work that is performed solely by the DBE's forces or, if the Work is not clearly delineated between the DBE and the joint venture partner, count the portion of the Work equal to the DBE's percentage of ownership interest in the joint venture.

4. DBE Manufacturer

Count one hundred percent (100%) of the costs of materials and supplies obtained from a DBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the DBE is a prime contractor or subcontractor.

5. DBE Regular Dealer

Count sixty percent (60%) of the costs of materials and supplies obtained from a DBE regular dealer that owns, operates, or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock, and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement, and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether a DBE is a prime contractor or subcontractor.

6. Other DBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from a DBE that

is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

7. DBE Trucking Company

Count the entire amount of the transportation services provided by a DBE trucking company that performs the Work using trucks it owns, insures, and operates with its own employees on the Agreement. Count the entire amount of the transportation services provided by a DBE trucking company that performs the work using trucks it leases from another DBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one (1) truck that it owns, insures, and operates with its own employees on the Agreement. Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-DBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one (1) truck that it owns, insures and operates with its own employees on the Agreement.

I. CONTRACT COMPLIANCE

1. Substitution of Subcontractors

In accordance with 49 CFR §26.53(f), the CM/GC Contractor shall not terminate a DBE Subcontractor at any tier without prior written consent from the Agency. The CM/GC Contractor shall notify OCR in writing of its intention to substitute a DBE Subcontractor before any substitution of a DBE Subcontractor takes place. The CM/GC Contractor must provide appropriate documentation to substantiate the request for substitution as defined by applicable federal and/or state law.

The CM/GC Contractor shall utilize the specific DBEs listed to perform the Work and supply the materials for which each is listed unless the CM/GC Contractor obtains prior written consent. Unless prior consent is given, the CM/GC Contractor shall not be entitled to any payment for Work or materials unless it is performed or supplied by the listed DBE.

2. Change to a Firm's DBE Certification Status

If a DBE Subcontractor is either decertified as a DBE or a Subcontractor is certified as a DBE during the life of the Agreement, such Subcontractor shall notify the CM/GC Contractor in writing with the date of decertification or certification. The CM/GC Contractor shall notify the Agency of such an event and shall furnish the written documentation to the Agency.

3. Prompt Payment to Subcontractors

The CM/GC Contractor shall pay any Subcontractors approved by the Agency for Work that has been satisfactorily performed no later than seven (7) Calendar Days from the date of CM/GC Contractor's receipt of progress payments by the Agency.

The Agency shall withhold retainage from the CM/GC Contractor, make prompt and regular incremental inspections and approvals of portions of the work and,

promptly release retainage to the CM/GC Contractor based on these inspections and approvals. The Agency's incremental Approvals and release of a portion of the retainage under this section does not constitute acceptance of the Work.

Within seven (7) calendar days after the Agency has made a retainage payment to the CM/GC Contractor, the CM/GC Contractor shall release to any Subcontractor, who has satisfactorily completed Work covered by the Agency's inspection and Approval, the retainage owed to the Subcontractor for such work. For purposes of this section, a Subcontractor's Work is satisfactorily completed when the CM/GC Contractor certifies to the Agency that all the tasks called for in the subcontract related to the work covered by the Agency's incremental inspection and Approval have been satisfactorily completed.

Any delay or postponement of payment by the CM/GC Contractor to its Subcontractors may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the CM/GC Contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CM/GC Contractor or Subcontractors in the event of a dispute involving late payment or nonpayment by the CM/GC Contractor; deficient Subcontractor performance; and/or noncompliance by a Subcontractor. This clause applies to all Subcontractors. In the event CM/GC Contractor does not make progress payments or release retentions to the Subcontractor in accordance with the time periods specified herein, the CM/GC Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

The CM/GC Contractor shall cooperate with OCR to identify, report, and effectuate the prompt and regular approvals of the Work.

4. Progress Payment/DBE Electronic Reporting Requirements

The CM/GC Contractor shall maintain records of all Subcontractor participation in the performance of the Agreement. This includes subcontracts entered into with both certified DBEs and non-DBEs and all materials purchased from both certified DBEs and non-DBEs.

The CM/GC Contractor is required to report payments to all Subcontractors, sub-consultants, suppliers, manufacturers, and truckers ("Subcontractors") in the Diversity Management and Compliance System ("System") on a monthly basis. The System, a web-based electronic reporting system, is designed to record the Agency payments made to the CM/GC Contractor and prompt payments made by the CM/GC Contractor to its Subcontractors. The CM/GC Contractor and every Subcontractor will receive payment notifications via email. The CM/GC Contractor must report a payment made to Subcontractor(s) within five (5) Calendar Days of an email notification. The Subcontractor(s) must confirm receipt of payment from the CM/GC Contractor within five (5) Calendar Days of an email notification.

It is the CM/GC Contractor's responsibility to ensure that Subcontractor(s) confirm payments in the System in accordance with the requirements set forth above.

If the CM/GC Contractor fails to comply with the monthly electronic reporting requirements within the time period required in this section and has not received written approval for an extension, the CM/GC Contractor agrees to pay a sum of fifty dollars ($50) each Day the monthly report is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the Agency will sustain and which are impractical to determine in advance. The Agency may deduct the amount of liquidated damages from monies due to the CM/GC Contractor.

J. ADMINISTRATIVE REMEDIES

In the event the CM/GC Contractor fails to comply with the requirements of this Agreement in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Agreement retentions, imposition of liquidated damages, and termination of the Agreement in whole or in part.

END OF CONSTRUCTION PHASE DBE REQUIREMENTS

APPENDIX I: FEDERAL PREVAILING WAGE RATES

Updated October 18, 2024

The following pages list the most current Federal Wage Determination for the State of California. They may also be found at: https://sam.gov/wage-determination/CA20240018/22

"General Decision Number: CA20240018 10/18/2024

Superseded General Decision Number: CA20230018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 per hour (or

	the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024

8 03/08/2024
9 03/15/2024
10 04/12/2024
11 04/26/2024
12 05/24/2024
13 07/05/2024
14 07/12/2024
15 07/19/2024
16 07/26/2024
17 08/09/2024
18 08/23/2024
19 09/06/2024
20 09/13/2024
21 09/20/2024
22 10/18/2024

* ASBE0016-004 05/01/2024

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		

Area 1.....$ 34.56 11.40

Area 2.....$ 36.53 9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 41.18	18.58

BRCA0003-003 08/01/2023

	Rates	Fringes
MARBLE MASON	$ 60.20	28.82

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 51.17	25.80
(7) San Francisco, San Mateo	$ 57.02	28.50
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 56.94	26.28
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 52.76	25.01
(16) Monterey, Santa Cruz	$ 54.18	27.82

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 43.90	19.51
TERRAZZO WORKER/SETTER	$ 59.06	28.31

BRCA0003-011 04/01/2024

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 37.75	19.28
Area 2	$ 34.76	19.22

Area 3.....$ 32.68 18.32

Tile Layer

Area 1.....$ 59.92 22.62

Area 2.....$ 55.17 22.52

Area 3.....$ 50.28 22.05

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft $2.00 per foot

101 to 150 ft $3.00 per foot

151 to 220 ft $4.00 per foot

221 ft.-deeper $5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22

Area 2.....$ 23.39 18.22

Area 3.....$ 23.64 18.22

Area 4.....$ 22.97 18.22

CARP0152-001 07/01/2020

Contra Costa County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....$ 52.65 30.82

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....$ 52.80 30.82

Journeyman Carpenter.....$ 52.65 30.82

Millwright.....$ 52.75 32.41

CARP0152-002 07/01/2020

San Joaquin County

Rates Fringes

Carpenters

Bridge Builder/Highway Carpenter.....$ 52.65 30.82

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....$ 46.92 30.82

Journeyman Carpenter.....$ 46.77 30.82

Millwright.....$ 49.27 32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway
Carpenter.....$ 54.85 31.49
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 55.00 31.49
Journeyman Carpenter.....$ 54.85 31.49
Millwright.....$ 54.95 33.08

CARP0405-002 07/01/2021

San Benito County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 54.85 31.49
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 49.12 31.49
Journeyman Carpenter.....$ 48.97 31.49
Millwright.....$ 51.47 33.08

CARP0505-001 07/01/2021

Santa Cruz County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 54.85 31.49
Hardwood Floorlayer,
Shingler, Power Saw

Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 49.12 31.49
Journeyman Carpenter.....$ 48.97 31.49
Millwright.....$ 51.47 33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49

Millwright.....$ 50.12 33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 11/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.68	3%+24.65
Technician	$ 59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 91.25	3%+45.315

ELEC0100-002 06/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.15

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.42

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.

2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside

electrician.

ELEC0332-001 06/01/2024

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 100.25	46.72
ELECTRICIAN	$ 87.17	46.33

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.745
Technician	$ 61.16	27.985

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2024

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 84.18	3%+44.68
ELECTRICIAN	$ 73.20	3%+44.68

ELEC0595-002 06/01/2024

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 59.34	3%+30.48
ELECTRICIAN		
(1) Tunnel work	$ 51.92	3%+30.48
(2) All other work	$ 49.45	3%+30.48

ELEC0595-006 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+24.15
Technician	$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function

is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+24.15
Technician	$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2024

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 82.00	48.05

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed

in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2024

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.50	29.36

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.62

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.01
(3) Groundman	$ 40.76	21.51
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day

and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
OPERATOR: Power Equipment		
(Cranes and Attachments -		

AREA 1:)

GROUP 1

Cranes.....$ 52.30 31.15

Oiler.....$ 43.79 31.15

Truck crane oiler.....$ 46.08 31.15

GROUP 2

Cranes.....$ 50.54 31.15

Oiler.....$ 42.83 31.15

Truck crane oiler.....$ 45.07 31.15

GROUP 3

Cranes.....$ 48.80 31.15

Hydraulic.....$ 44.44 31.15

Oiler.....$ 42.55 31.15

Truck crane oiler.....$ 44.83 31.15

GROUP 4

Cranes.....$ 45.76 31.15

OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1

Lifting devices.....$ 52.64 31.15

Oiler.....$ 43.38 31.15

Truck Crane Oiler.....$ 45.66 31.15

GROUP 2

Lifting devices.....$ 50.82 31.15

Oiler.....$ 43.11 31.15

Truck Crane Oiler.....$ 45.41 31.15

GROUP 3

Lifting devices.....$ 49.14 31.15

Oiler.....$ 42.89 31.15

Truck Crane Oiler.....$ 45.12 31.15

GROUP 4

Lifting devices.....$ 47.37 31.15

GROUP 5

Lifting devices.....$ 44.73 31.15

GROUP 6

Lifting devices.....$ 42.50 31.15

OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1

Cranes.....$ 53.27 31.15

Oiler.....$ 43.72 31.15

Truck Crane Oiler.....$ 45.95 31.15

GROUP 2

Cranes.....$ 51.50 31.15

Oiler.....$ 43.45 31.15

Truck Crane Oiler.....$ 45.73 31.15

GROUP 3

Cranes.....$ 50.02 31.15

Hydraulic.....$ 45.07 31.15

Oiler.....$ 43.23 31.15

Truck Crane Oiler.....$ 45.46 31.15

GROUP 4

Cranes.....$ 48.00 31.15

GROUP 5

Cranes.....$ 46.70 31.15

OPERATOR: Power Equipment

(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1.....$ 56.82 31.03

GROUP 1-A.....$ 59.29 31.03

GROUP 2.....$ 55.56 31.03

GROUP 3.....$ 54.23 31.03

GROUP 4.....$ 53.09 31.03

GROUP 5.....$ 51.95 31.03

UNDERGROUND:

GROUP 1.....$ 56.72 31.03

GROUP 1-A.....$ 59.19 31.03

GROUP 2.....$ 55.46 31.03

GROUP 3.....$ 54.13 31.03

GROUP 4.....$ 52.99 31.03

GROUP 5.....$ 51.85 31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;

Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable

crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar
GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine
GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor

combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type

lifting device, over 100 tons
GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane
GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;
GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons
GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig
GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under
GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND
UNDERGROUND [These areas do not apply to Piledrivers and
Steel Erectors]
AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,
MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,
STANISLAUS, TUOLUMNE
AREA 2 -NOTED BELOW
THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:
CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part
FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part
MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part
MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part
MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part
TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2024

	Rates	Fringes
Dredging: (DREDGING:		

CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....$ 60.61 39.55

(2) Dredge Dozer; Heavy duty repairman.....$ 55.65 39.55

(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....$ 54.53 39.55

(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..$ 51.23 39.55

AREA 2:

(1) Leverman.....$ 62.61 39.55

(2) Dredge Dozer; Heavy duty repairman.....$ 57.65 39.55

(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....$ 56.53 39.55

(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..$ 53.23 39.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

ENGI0003-019 07/01/2024

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 52.40	28.52
AREA 2	$ 54.40	28.52
GROUP 2		
AREA 1	$ 48.80	28.52
AREA 2	$ 50.80	28.52
GROUP 3		
AREA 1	$ 44.19	28.52
AREA 2	$ 46.19	28.52

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB
$4.00 additional per hour at the following locations:
Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
$2.00 additional per hour at the following locations:
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:
$6.00 additional per hour at the following locations:
China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB
$4.00 additional per hour at the following locations:
Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,

Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 07/01/2024

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes

LABORER (ASBESTOS/MOLD/LEAD LABORER)

Area 1	$ 37.75	29.69
Area 2	$ 36.75	29.69

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72
GROUP 4.....	$ 44.96	27.72
GROUP 5.....	$ 44.42	27.72
Shotcrete Specialist.....	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20

GROUP 2.....$ 36.35 27.30

GROUP 3.....$ 36.25 27.30

GROUP 4.....$ 29.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....$ 36.25 27.30

(2) Establishment Warranty
Period.....$ 29.94 27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....$ 36.50 27.30

GROUP 2.....$ 36.35 27.30

Laborers: (GUNITE - AREA A:)

GROUP 1.....$ 37.46 27.30

GROUP 2.....$ 36.96 27.30

GROUP 3.....$ 36.37 27.30

GROUP 4.....$ 36.25 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster;

Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the

depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.
The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS
GROUP 1: Structural Nozzleman
GROUP 2: Nozzleman, Gunman, Potman, Groundman
GROUP 3: Reboundman
GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS
GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023
SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72

GROUP 3.....$ 45.41 27.72

GROUP 4.....$ 44.96 27.72

GROUP 5.....$ 44.42 27.72

Shotcrete Specialist.....$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

Rates Fringes

LABORER

Mason Tender-Brick.....$ 36.29 25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B)		
Construction Specialist		
Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty		
Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the

applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general

laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty		
Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No

joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12

inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 36.26	27.30
Traffic Control Person I....	$ 36.56	27.30
Traffic Control Person II...	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes

Tunnel and Shaft Laborers:

GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS - AREA B:)

Construction Specialist Group.....$ 36.20 27.30
GROUP 1.....$ 35.50 27.30
GROUP 1-a.....$ 35.72 27.30
GROUP 1-c.....$ 35.55 27.30
GROUP 1-e.....$ 36.05 27.30
GROUP 1-f.....$ 36.08 27.30
GROUP 2.....$ 35.35 27.30
GROUP 3.....$ 35.25 27.30
GROUP 4.....$ 28.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....$ 35.25 27.30
(2) Establishment Warranty Period.....$ 28.94 27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....$ 36.46 27.30
GROUP 2.....$ 35.96 27.30
GROUP 3.....$ 35.37 27.30
GROUP 4.....$ 35.25 27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....$ 35.50 27.30
GROUP 2.....$ 35.35 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work

performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN

JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 37.26	27.30
Traffic Control Person I....	$ 37.56	27.30
Traffic Control Person II...	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 45.89	27.72
GROUP 2.....	$ 45.66	27.72
GROUP 3.....	$ 45.41	27.72

GROUP 4.....$ 44.96 27.72

GROUP 5.....$ 44.42 27.72

Shotcrete Specialist.....$ 46.41 27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA A:)

Construction Specialist

Group.....$ 37.20 27.30

GROUP 1.....$ 36.50 27.30

GROUP 1-a.....$ 36.72 27.30
GROUP 1-c.....$ 36.55 27.30
GROUP 1-e.....$ 37.05 27.30
GROUP 1-f.....$ 37.08 27.30
GROUP 2.....$ 36.35 27.30
GROUP 3.....$ 36.25 27.30
GROUP 4.....$ 29.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)

(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty Period.....$ 29.94 27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;

Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after

the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25

per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30

GROUP 1-f.....$ 37.08 27.30
GROUP 1-g.....$ 36.70 27.30
GROUP 2.....$ 36.35 27.30
GROUP 3.....$ 36.25 27.30
GROUP 4.....$ 29.94 27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....$ 36.25 27.30
(2) Establishment Warranty
Period.....$ 29.94 27.30

LABORER (GUNITE - AREA A:)

GROUP 1.....$ 37.46 27.30
GROUP 2.....$ 36.96 27.30
GROUP 3.....$ 36.37 27.30
GROUP 4.....$ 36.25 27.30

LABORER (WRECKING - AREA A:)

GROUP 1.....$ 36.50 27.30
GROUP 2.....$ 36.35 27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	$ 35.50	27.30
GROUP 2.....	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic

and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

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GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.

SPRAY WORK: - $0.50 additional per hour.

INDUSTRIAL PAINTING - $0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - $2.00 per hour additional

100 to 180 feet - $4.00 per hour additional

Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:

SPRAY/SANDBLAST: $0.50 additional per hour.

EXOTIC MATERIALS: $1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water

level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:

Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE

COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz.....	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties.....	$ 32.70	31.68
AREA 337: Monterey County..	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	$ 85.50	48.98

PLUM0038-005 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 72.68	32.91

PLUM0062-001 07/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 53.00	41.70

PLUM0159-001 07/01/2024

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 65.28	48.04
(2) All other work	$ 66.17	48.04

PLUM0246-001 07/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 50.00	40.69

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* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry

packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2024

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,

MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 07/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 54.05	36.99

PLUM0467-001 07/01/2024

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 83.75	40.65

ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2024

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 55.30	22.97

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 49.65	22.19

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 08/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 79.13	38.51

SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.83

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2024

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 41.54	33.25
GROUP 2	$ 41.84	33.25
GROUP 3	$ 42.14	33.25
GROUP 4	$ 42.49	33.25
GROUP 5	$ 42.84	33.25

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar

type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow
GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman
GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on

a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Michael Meader, Chief Safety Officer
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Update on the Trespasser Prevention Safety Plan**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

The purpose of this informational report and accompanying presentations is to share progress on Caltrain's Trespasser Prevention Safety Plan. This presentation will begin a series of regular updates to the JPB focused on the railroad's data-driven approach to reducing trespasser deaths, including suicides, and vehicle incursions. Caltrain Safety staff will also provide regular updates on longer-term safety plans, including necessary resources for implementation. A final JPB update on the overall plan is anticipated in November. No action is requested this month.

Discussion

Caltrain is a regional railroad operating in a dense, urban environment with 31 stations and 71 at-grade crossings on an unsealed corridor. Trespasser and vehicle strikes, including suicides, are a serious issue for Caltrain operations and corridor communities. These incidents have tremendous negative impacts on family members and friends, passengers, witnesses, emergency responders, and Caltrain's train crews.

The Trespasser Prevention Safety Plan is part of a larger, in development, Caltrain Strategic Safety Plan. The railroad takes a data-driven approach to solving these issues. Under the direction of the Chief Safety Officer, a multidisciplinary team is identifying the problems, analyzing risks, identifying existing resources, developing mitigation strategies, and establishing Key Performance Indicators (KPIs) to monitor plan effectiveness. As Caltrain works to address near-term operating deficits and advance the recently approved Capital Improvement Plan (CIP), a creative approach to funding trespasser prevention strategies is key. This includes development of near-term and long-term solutions and ranking them based on a cost-benefit analysis.

Based on industry best practice, Caltrain has long followed the "Three E's" of rail safety: Education, Engineering, and Enforcement when it comes to developing solutions.

- Education: focused on industry and community collaboration, upstream mental health and safety information, and crisis intervention. In the Caltrain context, this includes working closely with San Francisco, San Mateo, and Santa Clara counties' behavioral health departments, Stanford University and Project Safety Net,

Operation Lifesaver Initiative (OLI), homeless advocacy organizations, and peer transit agencies and industry committees, including Bay Area partners such as Bay Area Rapid Transit (BART), San Francisco Municipal Transportation Agency (SFMTA), Santa Clara Valley Transportation Authority (VTA), and Altamont Corridor Express (ACE).

- Engineering: focused on means restriction, detection and alert technologies, and environmental deterrents. For Caltrain, this means continuing fencing state-of good repair and new installation work, channelization and barriers, advancing grade separation projects, and exploring trespasser panels and other access barrier technologies for platforms and grade crossings.

- Enforcement: focused on site-specific enforcement ("hot spots"), front line and partner staff training, and outreach. Enforcement requires the commitment of Caltrain and SamTrans' safety and security personnel, as well as county and city-level law enforcement. Caltrain has had success with grade crossing "enforcement blitzes", crisis intervention training for law enforcement, and exploring increases in Transit Police personnel and partnerships with local law enforcement to expand coverage on the corridor.

In discussions with multiple regional rail operators around the country, it is clear that the issue of trespasser and vehicle strikes, including suicides, is universal. Approaches generally follow the Three E's but tactics and availability of KPIs can depend on resources. Caltrain's initial KPIs include trespasser strike and vehicle incursion data, crew reporting, contacts and enforcement made by Transit Police and local law enforcement, outreach activities including OLI presentations, and progress on fencing and grade crossing enhancements, including AI-based technologies like RailSentry. Caltrain is working with the three Transportation Authorities (TAs) on our corridor to identify potential funding for near-term and long-term prevention strategies.

Budget Impact

There is no impact on budget.

Prepared By:	Michael Meader	Chief Safety Officer	3/20/2025
	Sam Sargent	Director, Strategy and Policy	3/20/2025

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Robert Barnard, Chief, Rail Design and Construction
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Report of the On-Call Alternative Project Delivery Negotiation Support Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2023-75, the Board of Directors (Board) awarded contracts to Kelly McNutt Consulting LLC, consisting of a five-year base term for an aggregate not-to-exceed amount of $2,500,000 with up to two (2), one (1)-year option terms for a total not-to exceed additional amount of $1 million.

Pursuant to Resolution No. 2025-01, the Board authorized amendment to the contract with the Consultant to increase the contract amount by $650,000 from $2,500,000 to a maximum aggregate amount of $3,150,000.

This contract is to provide support to the Agency in implementing Alternative Project Delivery methods, including Construction Manager General Contractor (CMGC) and other potential future alternative project delivery methods, such as Design Build, applied by the Agency.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from December 7, 2024 through March 4, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to the vendor. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	3/4/2025
	Mehdi Tavakolizadeh	Manager, Project Estimates, Capital Program Management	3/4/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	$4,150,000
Exercised:	5.0	$3,150,000
Work Directives Issued:		$2,400,515
Remaining Exercised Capacity:		$749,485

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1823	425	23%	76%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution / Authorized
Base	1/4/2024	12/31/2028	5.0	$2,500,000	2023-75
Option #1	1/1/2029	12/31/2029	1.0	$500,000	2023-75
Option #2	1/1/2030	12/31/2030	1.0	$500,000	2023-75
Amendment				$650,000	2025-01
Total:			**7.0**	**$4,150,000**	

Table 4

Vendor	Kelly McNutt Consulting LLC	TOTAL
Contract #	24-J-P-016	
Total WDs Issued	$2,400,515	$2,400,515
Previous Reporting Period	$2,400,515	$2,400,515
Current Reporting Period	$0	$0

Table 5

No WDs issued this reporting period.

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Robert Barnard, Chief, Rail Design and Construction
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Report of the On-Call Communication and Signal Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2022-37, the Board of Directors (Board) awarded contracts to RSE Corporation, STV Incorporated, WSP USA, Inc., and Xorail, Inc., consisting of a five-year base term for an aggregate not-to-exceed amount of $18,000,000. This contract is to provide On-Call Communication and Signal Services that generally fall under engineering design review, design services, construction submittal reviews, and inspection.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from December 7, 2024 thru March 4, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Tomisha Young	Contract Administrator, Rail Contracts & Budget	3/5/2025
	Bin Zhang	Director, Caltrain Engineering	3/5/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	5.0	$18,000,000
Work Directives Issued:		$12,329,935
Remaining Exercised Capacity:		$5,670,065

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	944	52%	68%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	8/4/2022	8/3/2027	5.0	$18,000,000	2022-37
Amendment			0.0		
Total:			**5.0**	**$18,000,000**	

Table 4

Vendor	RSE	STV	WSP	Xorail	TOTAL
Contract #	22-J-P-024A	22-J-P-024B	22-J-P-024C	22-J-P-024D	
Total WDs Issued	$11,167,064	$1,162,871	$0	$0	**$12,329,935**
Previous Reporting Period	$11,178,773	$900,495	$0	$0	**$12,079,267**
Current Reporting Period	$(11,709)	$262,376	$0	$0	**$250,667**

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
10859	Crossing Optimization	Support to acquire dedicated signal system engineering support services for Caltrain's Crossing Optimization Project and PCEP Signal, 2 speed check implementation. A2 added $405k for additional support. A3 added $88k for additional support. A4 added $36k for additional support. A5 added $241k for additional support and extended to 12/31/24. **A6 added $74K for additional support and extended to June 30, 2025**	RSE	2/4/2025	10/1/2022	06/30/2025	$74,080
10872	Lead fiber Optic Engineer	Seconded staff support to help with the management of Caltrain's communication infrastructure, specifically, Caltrain's fiber optic network. The consultant key personnel shall serve as the Agency's Fiber Optic Engineer Lead. A1 added $420k to fully fund the base proposal and extended from 6/30/23 to 6/30/24. A2 added $200k out of the $462k amendment proposal and extended from 6/30/24 to 6/30/25. **A3 added $262k to fully fund the A2 proposal.**	STV	12/27/2024	11/4/2022	06/30/2025	$262,376
10873	Grade Crossing Improvements Final Design	Support to complete the final design for the FY21/22 Grade Crossings Improvements and provide design services during construction. The consultant shall start with the 65% plans and specifications developed by RSE and develop the 100% design and IFB plans and specifications. **A1 extend WD term to Nov 30, 2025.**	RSE	01/27/2025	10/1/2022	11/30/2025	$0
10924	Fiber Optic Network CADD & File Management Support	Support to provide CADD and file management support services for Caltrain's Fiber Optic Network System. A1 added $420k and extended from 06/30/24 to 6/30/25**. A2 added $279K to fully fund WD.**	RSE	12/23/24	11/30/23	06/30/2025	$279,359
10928	Signal and PTC System & Field Engineering Support FY25	To continue to acquire signal and PTC systems engineering and field support services. **A1 reduced $490k.**	RSE	2/4/2025	08/01/24	06/30/2025	$(490,128)
10930	Right Of Way Survey	Consultant to provide field survey support for construction work on our Right of Way (ROW) and firmly establish the limits of our property and as necessary assist with as-built data for disputes that arise with adjacent property owners. It is imperative new ROW fencing is placed on the limits of our property so we can avoid future re-locations,	RSE	1/13/2025	1/9/2025	1/8/2027	$124,980
						TOTAL AMOUNT THIS PERIOD	$250,667

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Robert Barnard, Chief, Rail Design and Construction
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Report of the On-Call Construction Management Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-05, the Board of Directors (Board) awarded contracts to Ghirardelli Associates, Inc., Gannett Fleming, and WSP USA, Inc., consisting of a seven-year base term for an aggregate not-to-exceed amount of $40,000,000 with no options. This contract is to provide expertise to support various construction management functions of the Agency's capital projects.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables The tables below provide an update of contract activities from December 7, 2024, through March 4, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts & Budget	March 4, 2025
	Alfred Darmousseh	Deputy Director, Construction Services	March 4, 2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	$40,000,000
Exercised:	7.0	$40,000,000
Work Directives Issued:		$1,874,334
Remaining Exercised Capacity:		$38,125,666

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2556	412	16%	5%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution / Authorized
Base	1/17/2024	1/16/2031	7.0	$40,000,000	2024-05
Option #1					
Option #2					
Amendment					
Total:			**7.0**	**$40,000,000**	

Table 4

Vendor	Ghirardelli Associates, Inc.	Gannett Fleming, Inc.	WSP USA, Inc.	TOTAL
Contract #	24-J-P-003A	24-J-P-003B	24-J-P-003C	
Total WDs Issued	$0	$983,455	$890,879	$1,874,334
Previous Reporting Period	$0	$983,455	$654,531	$1,637,986
Current Reporting Period	$0	$0	$236,348	$236,348

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11395	San Mateo Parking Track Project	Construction management services for the administration of a construction contract for the PCJPB San Mateo Replacement Parking Track Project. **A1 added $236,348 for additional support.**	WSP USA, Inc.	2/3/25	2/26/24	7/1/25	$236,348
11491	Central Control Facility HVAC	Construction management services for Central Control Facility (CCF) Heating, Ventilation, and Air Conditioning (HVAC) Installation project**.** A1 extended from 7/1/24 to 11/2/24. **A2 extended from 11/2/24 to 7/1/25.**	WSP USA, Inc.	2/6/25	5/17/24	**7/1/25**	$0
						TOTAL AMOUNT THIS PERIOD	**$236,348**

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Robert Barnard, Chief, Rail Design and Construction
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Update of the On-Call General Engineering Consultant Design Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-06, the Board of Directors (Board) awarded contracts to AECOM Technical Services, Inc., HDR Engineering, Inc., and T.Y. Lin International, consisting of a five-year base term for an aggregate not-to-exceed amount of $50,000,000 with two additional, one-year option terms. This contract is to provide On-Call General Engineering Consultant Design Services for various projects.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from December 7, 2024, through March 4, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	3/4/2025
	Bin Zhang	Director, Caltrain Engineering	3/4/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	$50,000,000
Exercised:	5.0	$50,000,000
Work Directives Issued:		$1,777,831
Remaining Exercised Capacity:		$48,222,169

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1826	383	21%	4%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	2/15/2024	2/14/2029	5.0	$50,000,000	2024-06
Option #1	2/15/2029	2/14/2030	1.0	$0	2024-06
Option #2	2/15/2030	2/14/2031	1.0	$0	2024-06
Amendment					
Total:			**7.0**	**$50,000,000**	

Table 4

Vendor	AECOM Technical Services, Inc.	HDR Engineering, Inc.	T.Y. Lin International	TOTAL
Contract #	24-J-P-010A	24-J-P-010B	24-J-P-010C	
Total WDs Issued	$941,184	$790,376	$46,271	$1,777,831
Previous Reporting Period	$941,184	$783,659	$46,271	$1,771,114
Current Reporting Period	$0	$6,717	$0	$6,717

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11416	Passenger Information Systems Expert	To support Caltrain's Systems Engineering department with development of a final Concept of Operations and technical/functional specifications to support preparation for a forthcoming capital project request for proposal (RFP) for a modern Predictive Arrival Departure System (PADS). A1 no cost extension until 10/31/24. **A2 no cost extension until 1/10/25.**	HDR	10/28/24	8/12/24	**1/10/25**	$0
11416	Passenger Information Systems Expert	To support Caltrain's Systems Engineering department with development of a final Concept of Operations and technical/functional specifications to support preparation for a forthcoming capital project request for proposal (RFP) for a modern Predictive Arrival Departure System (PADS). A1 no cost extension until 10/31/24. A2 no cost extension until 1/10/25. **A3 added $6,717 for additional services to develop more detailed Concept of Operations for the PADS project.**	HDR	1/9/25	8/12/24	1/10/25	**$6,717**
11637	Central Control Facility Design Services During Construction	To provide continuous design and design support services associated with improvements to the Caltrain Central Control Facility (CCF) at 4020 Campbell Avenue, Menlo Park. **A1 no cost extension until 12/31/25.**	AECOM	2/24/25	07/01/24	**12/31/25**	$0
						TOTAL AMOUNT THIS PERIOD	**$6,717**

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Robert Barnard, Chief, Rail Design and Construction
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Report of the On-Call Management of Soil, Hazardous Waste, and Other Environmental Compliance Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-28, the Board of Directors (Board) awarded contracts to Millennium Consulting Associates, consisting of a five-year base term for an aggregate not-to-exceed amount of $4,800,000 with up to two, one (1)-year option terms. This contract is to provide On-Call Management of Soil, Hazardous Waste, and Other Environmental Compliance Services. The Consultant supports JPB's Project Manager by identifying applicable environmental compliance regulations; providing guidance on the timing, processes, scope, and adequacy of compliance work; review of plans, and management of all associated environmental documentation to allow JPB to remain in compliance.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from December 7, 2024, through March 4, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	3/4/2025
	Bonny O'Connor	Manager, Capital Projects and Environmental Planning	3/4/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	$5,600,000
Exercised:	5.0	$4,800,000
Work Directives Issued:		$371,447
Remaining Exercised Capacity:		$4,428,553

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	307	17%	8%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	5/1/2024	4/30/2029	5.0	$4,800,000	2024-28
Option #1	5/1/2029	4/30/2030	1.0	$400,000	2024-28
Option #2	5/1/2030	4/30/2031	1.0	$400,000	2024-28
Amendment					
Total:			**7.0**	**$5,600,000**	

Table 4

Vendor	Millennium Consulting Associates	TOTAL
Contract #	24-J-P-030	
Total WDs Issued	$371,447	$371,447
Previous Reporting Period	$122,351	$122,351
Current Reporting Period	$249,096	$249,096

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11555	Environmental Engineer/Geologist Consultant Support Services	Provide technical and staff support to JPB Operations in soil management and hazardous waste planning and compliance. **A1 added $122,373 for additional support and extended from 12/31/24 to 10/31/25.**	Millennium Consulting Associates	1/17/25	6/21/24	**10/31/25**	**$122,373**
11556	Guadalupe River Bridge Replacement Project (GRBR) GRBR Soil, Hazardous Waste, and Other Environmental Compliance Services	Provide soil and hazardous waste compliance services to the Guadalupe River Bridge Replacement Project. **A1 added $126,723 for additional support.**	Millennium Consulting Associates	1/21/25	6/26/24	11/30/25	**$126,723**
						TOTAL AMOUNT THIS PERIOD	$249,096

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Robert Barnard, Chief, Rail Design and Construction
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Report of the On-Call Program Management Oversight Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-07, the Board of Directors (Board) awarded contracts to Ghirardelli Associates, Inc., Jacobs Project Management Company, and Consor PMCM, Inc., consisting of a seven-year base term for an aggregate not-to-exceed amount of $55,000,000 with no options. This contract is to provide expertise to support various project management oversight functions of the Agency's capital program and projects.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from December 7, 2024, through March 4, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts & Budget	March 4, 2025
	Robert Tam	Manager, Tech Research & Dev. Technology	March 4, 2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	$55,000,000
Work Directives Issued:		$12,349,834
Remaining Capacity:		$42,650,166

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2555	368	14%	22%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	3/1/2024	2/28/2031	7.0	$55,000,000	2024-07
Amendment					
Total:			**7.0**	**$55,000,000**	

Table 4

Vendor	Ghirardelli Associates, Inc.	Jacobs Project Management Company	Consor PMCM, Inc.	TOTAL
Contract #	24-J-P-002A	24-J-P-002B	24-J-P-002C	
Total WDs Issued	$0	$9,830,256	$2,519,578	$12,349,834
Previous Reporting Period	$0	$9,031,673	$2,519,578	$11,551,251
Current Reporting Period	$0	$798,583	$0	$798,583

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11445	PM Support for 4th and King Yard Preparation Work	Project management consultant support for the 4th and King Yard Preparation work, which is part of the enabling work for the San Francisco Downtown Rail Extension. A1 - added $137k for additional support and extended from 9/30/24 to 11/9/24. A2 added $69k for additional support and extended from 11/9/24 to 12/13/24. **A3 added $389,360 for additional support and extended from 12/13/24 to 6/30/25.**	Jacobs	1/7/25	4/1/24	**6/30/25**	**$389,360**
11446	Caltrain Design & Construction Manual Updating	Consultant services to provide support to the Design & Construction - Program Management group to ensure that all current practices and standards are represented in the manuals and that all are trained on the manuals. **A1 extended from 12/31/24 to 3/31/25**	Jacobs	1/17/25	4/1/24	**3/31/25**	$0
11524	Risk Analyst-Estimator	Consultant services to support Project Controls group (Manager of Project Estimates) in project risk management and project estimates.	Jacobs	2/11/25	2/24/25	12/31/25	$409,223
						TOTAL AMOUNT THIS PERIOD	**$798,583**

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Robert Barnard, Chief, Rail Design and Construction
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Report of the On-Call Professional Support Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2024-44, the Board of Directors (Board) awarded contracts to Mott Macdonald Group, Inc., RSE Corporation, and WSP USA, Inc., consisting of a five-year base term for an aggregate not-to-exceed amount of $42,000,000 with two 1 -year option terms. This contract is to provide On-Call Professional Support Services for 29 support positions on Planning, Engineering, Construction, Safety, and Quality.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from December 7, 2024, through March 4, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	3/4/2025
	Bin Zhang	Director, Caltrain Engineering	3/4/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	$42,000,000
Exercised:	5.0	$42,000,000
Work Directives Issued:		$1,665,067
Remaining Exercised Capacity:		$40,334,933

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	184	10%	4%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	9/1/2024	8/31/2029	5.0	$42,000,000	2024-44
Option #1	9/1/2029	8/31/2030	1.0	$0	2024-44
Option #2	9/1/2030	8/31/2031	1.0	$0	2024-44
Amendment					
Total:			**7.0**	**$42,000,000**	

Table 4

Vendor	Mott Macdonald Group, Inc.	RSE Corporation	WSP USA, Inc.	TOTAL
Contract #	24-J-P-055A	24-J-P-055B	24-J-P-055C	
Total WDs Issued	$250,000	$1,142,019	$273,048	$1,665,067
Previous Reporting Period	$250,000	$573,314	$273,048	$1,096,362
Current Reporting Period	$0	$568,705	$0	$568,705

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11611	Rail Systems Administrator	Provide administration, maintenance, testing, and troubleshooting of Caltrain's high availability mission-critical rail operating network and control systems	RSE Corp	12/16/24	12/16/24	6/30/25	$247,697
11612	Positive Train Control Manager	Major work includes leading and supplementing the PTC technical team, coordinating across stakeholders, managing software and hardware upgrades with associated change control and configuration management, ITC Committee and regulatory body reporting and compliance, capital project coordination, manage vendors under MSA contracts, and support O&M and revenue operations	RSE Corp	12/18/24	1/1/25	6/30/25	$321,008
						TOTAL AMOUNT THIS PERIOD	$568,705

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Robert Barnard, Chief, Rail Design and Construction
For	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Update of the On-Call Design Review Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2025-02, the Board of Directors (Board) awarded contract to TranSystems Corporation, consisting of a seven-year base term for an aggregate not-to-exceed amount of $8,000,000. This contract is to provide On-Call Design Review Services consisting of, but not limited to, independent design review, audits, or QA/QC of work performed by others during all phases of design and construction.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from March 3, 2025, through March 4, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Connie Tung	Contract Administrator, Rail Contracts and Budget	3/4/2025
	Bin Zhang	Director, Caltrain Engineering	3/4/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	7.0	$8,000,000
Exercised:	7.0	$8,000,000
Work Directives Issued:		$35,700
Remaining Exercised Capacity:		$7,964,300

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
2556	1	0%	0%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	3/3/25	3/2/32	7.0	$8,000,000	2025-02
Option #1					
Option #2					
Amendment					
Total:			**7.0**	**$8,000,000**	

Table 4

Vendor	TranSystems Corporation	TOTAL
Contract #	24-J-P-096	
Total WDs Issued	$35,700	$35,700
Previous Reporting Period	$0	$0
Current Reporting Period	$35,7000	$35,700

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11808	SSF Station Parking Lot Improvements	To provide construction management services for this third-party project by conducting site inspections, reviewing reports and providing comments on contractor's compliance with overall Caltrain requirements and standards.	TranSystems Corporation	3/3/25	3/3/25	4/30/25	$35,700
						TOTAL AMOUNT THIS PERIOD	**$35,700**

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Dahlia Chazan, Chief, Rail Planning
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Quarterly Report of the On-Call Transportation Planning and Consultant Support Services Contract**

☐ Finance Committee Recommendation ☒ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report is for information only. No Board action is required.

Discussion

Pursuant to Resolution No. 2020-18, the Board of Directors (Board) awarded contracts to Fehr & Peers, HNTB Corporation, Kimley-Horn & Associates, Inc., Arup North America Ltd., Mott MacDonald Group Inc., and WSP USA, Inc., consisting of a five-year base term for an aggregate not-to-exceed amount of $25,000,000 with two additional, one-year option terms in an aggregate not-to-exceed amount of $5,000,000 for each option year.

Pursuant to Resolution No. 2023-26, the Board authorized amendments to the contracts with the Consultants to increase the contract amount by $10,000,000, from $25,000,000 to $35,000,000, to be shared in the aggregate amongst the six firms.

Pursuant to Resolution 2024-24, the Board authorized amendments to 1) exercise both options early (on July 1, 2024, rather than July 1, 2025, and July 1, 2026), to access the additional $10 million in capacity remaining on the options before the current option period; 2) Extend the contract duration through December 31, 2025; and 3) increase the not-to-exceed contract capacity amount by $7,500,000, from $35,000,000 to $42,500,000 (for a total of $52,500,000 with the options), and to be shared as a pool for authorized tasks amongst the consultant firms.

This contract is to provide on-call transportation and consultant support services that include a range of staffing management services as well as completion of formally defined task, projects and plans for multiple areas of transportation planning and services.

This informational item is presented quarterly to the Board and reports on the following:

- Total amount of work directives (WDs) issued to each firm since contract inception
- List of WDs and amendments issued since the last reporting period with the WD number, title, description, JPB project manager, vendor, issuance date, start date, end date, and value

The tables below provide an update of contract activities from December 7, 2024, thru March 10, 2025. Table 1 summarizes the contract capacity status. Table 2 updates the percentage of capacity used against the percent time elapsed. Table 3 shows the Board approved dates and amounts. Table 4 aggregates the WD amounts issued to each of the vendors. Table 5 describes each of the WDs and/or amendments issued since the last reporting period.

Budget Impact

There is no impact on the budget.

Prepared By:	Tomisha Young	Contract Administrator, Rail Contracts and Budget	3/10/2025
	Dahlia Chazan	Chief, Rail Planning	3/10/2025

Table 1

Contract Summary	Years	Amount
Total Capacity:	5.5	$52,500,000
Exercised:	5.5	$52,500,000
Work Directives Issued:		$45,973,858
Remaining Exercised Capacity:		$6,526,142

Table 2

Contract Days	Days Elapsed	% Time Elapsed	Capacity Used
1825	1714	94%	88%

Table 3

Contract Information	Start	End	Years	Capacity	Resolution/ Authorized
Base	7/1/2020	6/30/2025	5.0	$25,000,000	2020-18
Option #1	7/1/2024	12/31/2025		$5,000,000	2024-24
Option #2	7/1/2024	12/31/2025		$5,000,000	2024-24
Amendment #1				$10,000,000	2023-26
Amendment #2	7/1/2025	12/31/2025	0.5	$7,500,000	2024-24
Total:			**5.5**	**$52,500,000**	

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Table 4

Vendor	Fehr & Peers	HNTB	Kimley-Horn	ARUP	Mott	WSP	TOTAL
Contract #	20-J-P-006A	20-J-P-006B	20-J-P-006C	20-J-P-006D	20-J-P-006E	20-J-P-006F	
Total WDs Issued	$5,184,973	$8,050,809	$15,665,038	$2,785,637	$12,723,681	$1,563,719	**$45,973,858**
Previous Reporting Period	$4,909,763	$8,224,993	$13,662,952	$2,656,385	$8,921,411	$1,563,719	**$39,939,223**
Current Reporting Period	$275,210	$(174,184)	$2,002,086	$129,252	$3,802,270	$0	**$6,034,635**

Table 5

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
10307	DSAP Development Support Services	Development support services associated with commercial development on the Caltrain-owned parcels within the Diridon Station Area Plan (DSAP) area in the City of San Jose. Specifically, the development team will be responsible for developing planning, land use, economic, environmental and development strategy associated with the City of San Jose's preliminary review application and formal planning application. $573k budgeted thru FY24 but $98k authorized for FY21 and $254k authorized for FY22. Added $117k for environmental review services in order to meet CEQA requirements; total budget now $691k and total authorization remains at $352k. A3 authorized $100k; total authorization is $453k with a remaining $238k unauthorized. A4 extended from 6/30/24 to 12/31/24. **A5 extended from 12/31/24 to 5/31/25.**	Fehr & Peers	2/11/2025	3/8/2021	**5/31/2025**	$0
10469	SF Railyards PBC - PM & Ops	Obtain Project Management services for the completion of the San Francisco Railyards Redevelopment Preliminary Business Case, and obtain services for the completion of rail service, storage, maintenance, and operations analysis associated with this potential redevelopment, including systemwide impacts and changes across the Caltrain corridor. A1 added $39k for additional support. A2 added $225k for additional support. A3 extended from 6/30/23 to 10/31/23. A4 added $801k for additional support from A2 proposal. A5 added $84k to fully fund A2 proposal and extended from 10/31/23 to 6/30/24. A6 extended from 6/30/24 to 12/31/24. **A9 extended from 1/31/25 to 3/31/25 and added $250k for additional support.**	Kimley-Horn	3/10/2025	8/23/2021	**3/31/2025**	**$249,501**
10468	Capital Planning Support	Support for potential capital projects that are currently being managed within the Planning Department or being transitioned from Planning to the Capital Projects/Development Department. Such projects require ongoing yet intermittent planning management and tracking, coordination with internal and external partners and stakeholders, development of agreements, technical reviews, etc. The goal is to acquire resources to support these projects up to a certain dollar value. A1 extended from 8/31/21 to 12/31/22. A2 added $448k for additional support. A3 extended from 12/31/22 to 6/30/23. A4 added $42k for additional support. **Close w $41k balance.**	Kimley-Horn	2/11/2025	4/2/2021	6/30/2023	**$(41,796)**
10470	PM & Support for Corridor Wide Grade Sep Strategy	Provide project management and staff support services on Caltrain's Corridor Wide Grade Separation Strategy (CCWGS). The CCWGS has been discussed as a Caltrain priority since 2019 when it was first identified as a future study need as part of the Caltrain Business Plan Process. The study effort was funded as part of Caltrain's FY19 Capital Budget but was significantly delayed due to the COVID Pandemic. Caltrain is now seeking to launch this important effort as expeditiously as possible. A1 added $3.25M for additional support and extended from 6/30/23 to 2/29/24. A2 added $770k for additional support and extended from 2/29/24 to 6/30/24. A3 added $354k for additional support and extended from 6/30/24 to 12/31/24. **A4 extended from 12/31/24 to 6/30/25.**	Kimley-Horn	12/13/2024	6/16/2022	**6/30/2025**	$0
10472	Diridon Business Case Strategic Advisory Services	Support for project management and strategic advisory services to facilitate the planning process for the Diridon Station Business Case. More specifically, Caltrain is looking for support in managing the Business Case technical work as well as associated strategic communications and outreach with Business Case Partner Agencies (including the City of San Jose, Santa Clara Valley Transportation Authority, California High Speed Rail Authority and Metropolitan Transportation Commission) and electeds. A1 extended from 6/30/23 to 8/31/23. A2 extended from 8/31/23 to 10/31/23. A3 added $298k for additional support and extended from 10/31/23 to 12/31/23. A4 added $54k for additional support and extended from 12/31/23 to 4/30/24. A5 added $132k for additional support. A6 added $771k for additional support and extended from 4/30/24 to 12/31/25. **A7 added $200k for additional support. A8 added $27k for additional support.**	Kimley-Horn	3/4/2025	3/1/2023	12/31/2025	**$227,059**
10703	TASI Readiness to Perform EMU Maintenance	Support to assess TASI's readiness to perform EMU maintenance. A1 added $179k for additional support. **A2 added $102k for additional support.**	HNTB	2/11/2025	4/16/2024	4/1/2025	**$101,516**
10881	Targeted Business Plan Update	Consultant Services for targeted update to the Caltrain Business Plan. **A1 extended from 12/31/24 to 3/31/25.**	Fehr & Peers	2/11/2025	5/21/2024	**3/31/2025**	$0

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
11292	Station Access Policy Implementation	Consultant support for Caltrain Station Access Policy Implementation work.	ARUP	1/8/2025	1/8/2025	6/30/2025	$264,567
11510	Caltrain Planning Support	Seconded staff providing (up to 20 hours a week) support to the Rail Planning Division while the Deputy Director of Policy Development is out on leave. **A1 added $55k for additional support and extended to 12/31/24. A2 extended to 3/31/25.**	Fehr & Peers	1/8/2025	6/3/2024	**3/31/2025**	**$55,194**
11513	Caltrain long Range Service Vision Update	Transportation planning and communications services to develop an update to Caltrain's current (2019) Long Range Service Vision.	Fehr & Peers	1/27/2025	1/23/2024	9/30/2025	$222,233
11547	Connecting Palo Alto Support	Support for the initiation, project management and general coordination of the Connecting Palo Alto project as it proceeds through Gates 2 and 3 in the project lifecycle. This work will be tied to the Connecting Palo Alto Cooperative Agreement (Agreement) to be executed with the City of Palo Alto (City) and the Valley Transportation Authority (VTA). **A1 added $33k for additional scope. A2 added $1.53M to fully fund the proposal in A1.**	Kimley-Horn	2/14/2025	11/1/2024	12/31/2025	**$1,565,558**
11679	Diridon Station Business Case (BC) Phase 2	This WD covers Phase 2 of the Business Case over the period of July 2024 through June 2025 with the purpose of continuing to refine the two alternatives, assist with community outreach, complete the full quantitative assessment of alternatives, finalize the Business Case, and recommend the alternative and defined project to carry forward to the environmental phase. Once there is consensus on the Recommended Project, there will be high-level station design and documentation to the level of detail required to commence the environmental stage of the Project. Proposal amount $4.79M; Remaining $4.38M to be authorized when funding is available. **A1 added $546k. A2 added $3.26M to fully fund the initial proposal.**	Mott	12/30/2024	7/1/2024	6/30/2025	**$3,802,270**
11768	CalMod Program Delivery-Report Manager Technical writer	Consultant to provide a report manager and technical writer for the Caltrain Modernization Program during the PCEP closeout phase under the guidance and direction of the CalMod Program Director.	HNTB	1/13/2025	1/1/2025	4/30/2025	$150,418
10878	Caltrain Electrified Service Planning	Support for Caltrain Electrified Service Planning. A1 added $412k and extended from 12/31/23 to 2/28/24. The following tasks were added: 3. Market Analysis, 4. Service Goals and Metrics, 5. Service Framework and Concepts, 6. Thresholds to Change Service, 7. Service Plans/Conceptual Schedules, 8. Simulation, and 9. Engagement. A2 added $322k and extended from 2/28/24 to 6/30/24. The following updates were added to tasks: 7. Revised Service Plans, 8. Revised simulation and Final service plans, 10. Stakeholder engagement wrap-up, 11. Costing of 6 trains per Hour per Direction (tphpd) service. **Closed w/$2k balance.**	Fehr & Peers	2/11/2025	1/19/2023	6/30/2024	**$(2,217)**
11115	Capital Planning Support	Support for potential capital planning initiatives, including potential capital projects that are currently being managed by the Planning Department and potential planning activities related to the lifecycle of rail capital projects including the implementation of processes to track and monitor stages of development of capital planning initiatives. Such projects require ongoing yet intermittent planning management and tracking, coordination with internal and external partners and stakeholders, development of agreements, technical reviews, etc. A1 added $216k for additional support. A2 added $123k for additional support. A3 added $8k for additional support. **Closed w/$32 balance.**	Kimley-Horn	2/11/2025	7/1/2023	6/30/2024	**$(32)**
10342	DSAP Architectural Services	Development support services including planning, land use, economic, environmental and development strategy associated with commercial development on the Caltrain-owned parcels within the Diridon Station Area Plan area in the City of San Jose. A1 $1.085M initially budgeted but $578k authorized for FY21, so A1 authorized another $411k and extended from 6/30/21 to 6/30/22. A2 authorized remaining $96k to fully fund initial budget of $1.085M, authorized $54k of 5% contingency in initial budget for a total of $150k, and extended from 6/30/22 to 6/30/23. A3 extended from 6/30/23 to 12/31/23. A4 extended from 12/31/23 to 6/30/24. A5 extended from 6/30/24 to 12/31/24 and added $38k for additional support. **Closed w/$380 balance.**	ARUP	2/11/2025	1/6/2021	12/31/2024	**$(380)**

WD#	Title	Description (Updates in Bold)	Vendor	Updated	Start	(Revised) End	Amount This Period
10344	Caltrain Access Policy Update	Consultant support for Caltrain Station Access Policy Update. A1 extended from 11/30/23 to 12/14/23. A2 extended from 12/14/23 to 6/30/24 and added $300k for additional support. **Closed w/$89k balance.**	ARUP	2/11/2025	9/19/2023	6/30/2024	**$(89,319)**
10345	Caltrain Rail Planning Support	Consultant support for Caltrain Planning- Consultant to serve as seconded staff providing 32 hours a week support while Deputy Director of Policy Development is out on leave through May 31, 2024. **Closed w/$46k balance.**	ARUP	2/11/2025	11/6/2023	5/31/2024	**$(45,616)**
231070 1000	Rail Operations and Maintenance Planning Manager	Seconded staff support for Rail Operations and Maintenance (O&M) Planning for electrified service. The service request includes one full time Rail O&M Planning Manager to manage all work related to railroad readiness for electrified service. A1 added $164k for additional support and extended to 9/30/24. **Closed w/$166k balance.**	HNTB	2/13/2025	9/3/2022	9/30/2024	**$(165,543)**
240853 2000	Communications and Outreach Program Support for PCEP FY24	Communication and outreach program support including a comprehensive marketing and communications program for PCEP in FY24. A1 added $350k for additional support. **Closed w/$139k balance.**	HNTB	2/13/2025	7/1/2023	6/30/2024	**$(139,106)**
250853 2000	Communications and Outreach Program Support for PCEP FY25	Support to develop a comprehensive marketing and communications program for the Peninsula Corridor Electrification Project (PCEP) that will help build support and maintain goodwill with riders, corridor communities and key stakeholders. **Closed w/$121k balance.**	HNTB	2/13/2025	7/1/2024	10/31/2024	**$(121,469)**
						TOTAL AMOUNT THIS PERIOD	**$6,034,635**

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Dahlia Chazan, Chief of Planning
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Update on Corridor Crossing Strategy: Program Methodology**

☐ Finance Committee Recommendation ☐ Technology, Operations, Planning, and Safety Committee Recommendation ☒ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

Staff are providing the Board with an update on the Corridor Crossing Strategy (CCS) – the coordinated approach to deliver safety enhancements (e.g., at-grade improvements) and crossing eliminations (e.g., closures or grade separations) on the Caltrain corridor. Staff will be presenting the draft crossing prioritization methodology for both safety enhancements and eliminations projects. In the development of the CCS, corridor partners have expressed a desire for the corridor to develop a prioritization process to identify the regional priorities and focus the limited resources. This report is provided for informational purposes only.

Discussion

This presentation will focus the draft prioritization methodology for both safety enhancements and eliminations projects developed in an iterative process and in collaboration with corridor partners. The crossing enhancement projects are implemented at-grade and include as intrusion technology, signage, pavement markers and markings, quad or exit gates, and lighting. The crossing enhancement projects are typically lower in cost (≤ $10 million) and can be implemented within five to ten years.

The elimination projects include improvements that remove or change the elevation or access to the crossing such as closures, vehicular grade separations, or bike/pedestrian crossings. These projects are larger in scale, resulting in higher costs (+$50 million) and have a longer delivery timeframe.

The draft prioritization methodology included the process of:

- Developing a robust database of crossing data categorized by safety, rail operations, crossing and roadway geometry, and nearby key destinations
- Assessing and scoring each crossing for both the safety enhancement and elimination projects, reflecting the fact that the same crossing may have a nearer-term enhancement project funding and resources are obtained for longer-term elimination projects.

- Safety enhancement project scores are based on key safety indicators while elimination projects were scored based on safety, operational, community benefits, and funding.
- Prioritization of the scored crossings into four tiers for each safety enhancement and elimination projects based on safety and readiness benchmarks, respectively.

Staff is seeking input on the draft prioritization methodology to refine the development of a Grade Crossing Program that defines the corridor's priorities. The draft prioritized lists of safety enhancement and elimination projects as well as the program recommendations will be presented at upcoming Board meetings.

Budget Impact

The project has no impact on the budget.

Prepared By: Dahlia Chazan Chief of Planning 3/12/2025

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors☐	
Through:	Michelle Bouchard, Executive Director	
From:	Marian Lee, Director, Diridon Station Project	Michael Tree, Director, VTA Diridon
For:	April 2025 JPB Board of Directors Meeting	
Subject:	**Receive Update on Diridon Station Governance and Funding for Project Delivery**	

☐ Finance Committee Recommendation ☐ Technology, Operations, Planning, and Safety Committee Recommendation ☒ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

The purpose of this informational report and accompanying presentations is to share progress on the Diridon Station Business Case since the previous update at the January AMP meeting. Since January, the Diridon Steering Committee, formally, the "Diridon Joint Policy Advisory Board (JPAB)" met in March and the following topics were presented:

- Diridon Station Three-Year Scope, Budget, and Funding Update – presented by Santa Clara Valley Transportation Authority (VTA) and Caltrain
- Diridon Station Design Alternatives Constructability Analysis – presented by Caltrain
- Update on Community Engagement – presented by the City of San Jose

All three items focus on work-in-progress materials. Final plans and budgets will be presented at the May Steering Committee meeting for approval before returning to AMP. See below for descriptions of each.

Discussion

Background

The Partner Agencies are working together on the Diridon Station Business Case to plan for the transformation of San Jose's downtown transit hub. Diridon Station is integral to California's transportation network. It currently serves Caltrain, Capitol Corridor, Altamont Corridor Express (ACE), and Amtrak passenger rail, as well as VTA light rail transit (LRT) and bus services. Diridon must also accommodate planned and expanded services in the region, including new California High-Speed Rail (CAHSR) and Bay Area Rapid Transit (BART) service, as well as expanded service for Caltrain, Capitol Corridor, and ACE. To effectively accommodate planned activity and future service needs, the station must be reconfigured, expanded, and upgraded to provide adequate capacity, functionality, and interconnectivity for passengers.

Diridon Station Three-Year Scope, Budget, and Funding Update

Three-Year Scope

National and State Environmental Review: As owner of Diridon station, Caltrain will be the local lead agency. The federal lead agency is to be determined. Discussions will be held with federal agencies to make a determination. The detailed Environmental Clearance Scope of Work is attached for reference. The environmental process is anticipated to start this summer and take up to three years to complete.

Long-Term Governance and Funding Strategy: VTA is leading the funding and advocacy plan for capital and operations and maintenance needs which will include local, state, and federal funding and non-traditional sources. Capital funding sources under consideration include County Property Tax reallocation (EIFD); Renewal State Cap and Trade; New regional measure; Federal Railroad Administration (FRA) State-Federal Partnership; Federal Transit Administration (FTA) TBD; and Financing/Loans (TIFIA, RRIF).

Three-year Budget and Proposed Funding

The Diridon Partners have developed a detailed three-year $59.4 million program budget. The specific breakdown of the total budget will be shared at the May Steering Committee meeting so as to not adversely influence the environmental review proposals due on March 26, 2025.

Program Director

The hiring of a Program Director is a priority. Currently, the project is being managed by staff and consultants from five agencies. The timeline for recruitment is summer 2025 for the job posting and fall/winter 2025 for screening, interviews, and selection.

Diridon Station Design Alternatives Constructability Analysis

Since the December JPAB meeting, design refinements have been made and constructability analysis completed. A fatal flaw was identified with the Elevated Alternative. The southern access tracks into Caltrain's maintenance facility will get disconnected for the entire duration of construction. The disconnect results from not having enough distance between the newly built elevated tracks/platform and CEMOF (Caltrain Centralized Equipment Maintenance and Operations Facility) to descend. The tracks into/out of CEMOF are not impacted with construction of the At-Grade Alternative.

For the complete analysis, please review the attachments.

Community Engagement

In March and April, additional outreach is planned. Time will be spent to educate the public about the constructability analysis key findings and obtain further input on the At-Grade Alternative. There will be particular discussions regarding access, connectivity, and design treatments in the neighborhoods near W. Virginia and Auzerais.

Next Steps

The project team will return to the Steering Committee in May with a recommended alternative. Between now and then, further studies related to grade crossings will be conducted and discussed with the community. Specific topics will cover visual, circulation, and land use impacts.

Budget Impact

There is no impact on budget.

Prepared By:	Marian Lee	Director, Diridon Station Project	3/13/2025
	Liz Scanlon	Planning Manager	3/13/2025
	Baltazar Lopez	Government Affairs Officer	3/13/2025

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Sherry Bullock, Program Director, Caltrain Modernization Program
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Update on Battery Electric Multiple Unit (BEMU) Project – February 2025**

☐ Finance Committee Recommendation ☐ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors ("Board") of the Peninsula Corridor Joint Powers Board ("JPB" or "Caltrain").

Staff will provide monthly updates covering Battery Electric Multiple Unit (BEMU)-related activities during the reporting month and a preview of activities anticipated to take place during the current month.

Discussion

The battery electric multiple unit pilot project (BEMU Pilot) is a research and development project with the end goal of producing a BEMU qualified to run on the general railroad system, and on Caltrain's right-of-way including the Gilroy Extension specifically under battery power.

The BEMU is a change order option train ordered from Caltrain's EMU contract and is a shorter version of a fully capable EMU paired to a battery cab car designed to run in daily round-trip service from Gilroy to San Jose. The BEMU has four cars, three of which accommodate passengers with a total of 280 seats. The BEMU will be charged under the overhead catenary system (OCS) either stationary or in service, travel to Gilroy and have its charge "topped off" during overnight layover in Gilroy at the standard 480V train plug before returning north.

Stadler is responsible for design, procurement, manufacturing, installation, testing and commissioning of the BEMU. The BEMU will be equipped with Positive Train Control and qualified on both the non-electrified portion of Caltrain service on Union Pacific Railroad territory as well as the Caltrain Right-of-way electrified portion. BEMU PTC will require detailed documentation and approval by the Federal Railroad Administration.

MONTHLY UPDATE

1. **Project Schedule – Battery Electric Multiple Unit (BEMU) project baseline schedule was established on April 22, 2024. The following are the status of major Milestones as of February 28, 2025:**

Key Project Activity	NTP + months estimated in Change Order	Planned Completion (Baseline)	Progress as of 02/28/2025	Progress On Track?	Notes
Stadler Notice to Proceed	0	08/25/23	Completed	Completed	
Approval of Master Program schedule	3	04/22/24	Completed	Completed	
Conceptual Design Review (CDR)	12	11/01/24	Completed	Completed	
Preliminary Design Review (PDR)	16	10/15/25	In Process	On Track	
Final Design Review (FDR)	20	01/12/26	In Planning	On Track	
Battery First Article Inspection	30	05/10/26	In Planning	On Track	
Completed Carshells	40	05/15/26	In Planning	On Track	
Authorization to Ship to Transportation Test Center	45	05/25/27	In Planning	On Track	
Completion of Testing at TTC	50	11/10/27	In Planning	On Track	
Conditional Acceptance – BEMU Ready for Revenue Service	55	04/15/28	In Planning	On Track	
Final Acceptance	60	06/20/28	In Planning	On Track	

2. Cost – Spend vs Budget with Actuals and Accruals through February 28, 2025

Project 100782 BEMU - Budget and Cost (As of February 28, 2025)

	(A)	(B)	(C)	(D)		(E)	(F) = (C - E)	(G) = (D / E)
Project Cost Analysis	Original Budget (US$MM)	Approved Changes (Contractor) (US$MM)	Project Current Budget (US$MM)	Expended and Accruals To-Date (US$MM)	To-Go (US$MM)	Estimated at Completion (EAC) (US$MM)	Variance at Completion (US$MM)	% Expended of EAC
Contractor - STADLER	$ 60.98		$ 60.98	$ 17.96	$ 43.02	$ 60.98	$ -	29.45%
Other Contracts	$ 1.31		$ 1.31	$ -	$ 1.31	$ 1.31	$ -	0.00%
Program Mngt. & Admin Costs	$ 9.64		$ 9.64	$ 0.15	$ 9.37	$ 9.52	$ 0.12	1.62%
Project Contingency	$ 7.47		$ 7.47		$ 7.39	$ 7.39	$ 0.08	0.00%
ICAP	$ 0.60		$ 0.60	$ 0.00	$ 0.79	$ 0.80	$ (0.20)	0.58%
Total BEMU Project	$ 80.00	$ -	$ 80.00	$ 18.12	$ 61.88	$ 80.00	$ 0.00	22.65%

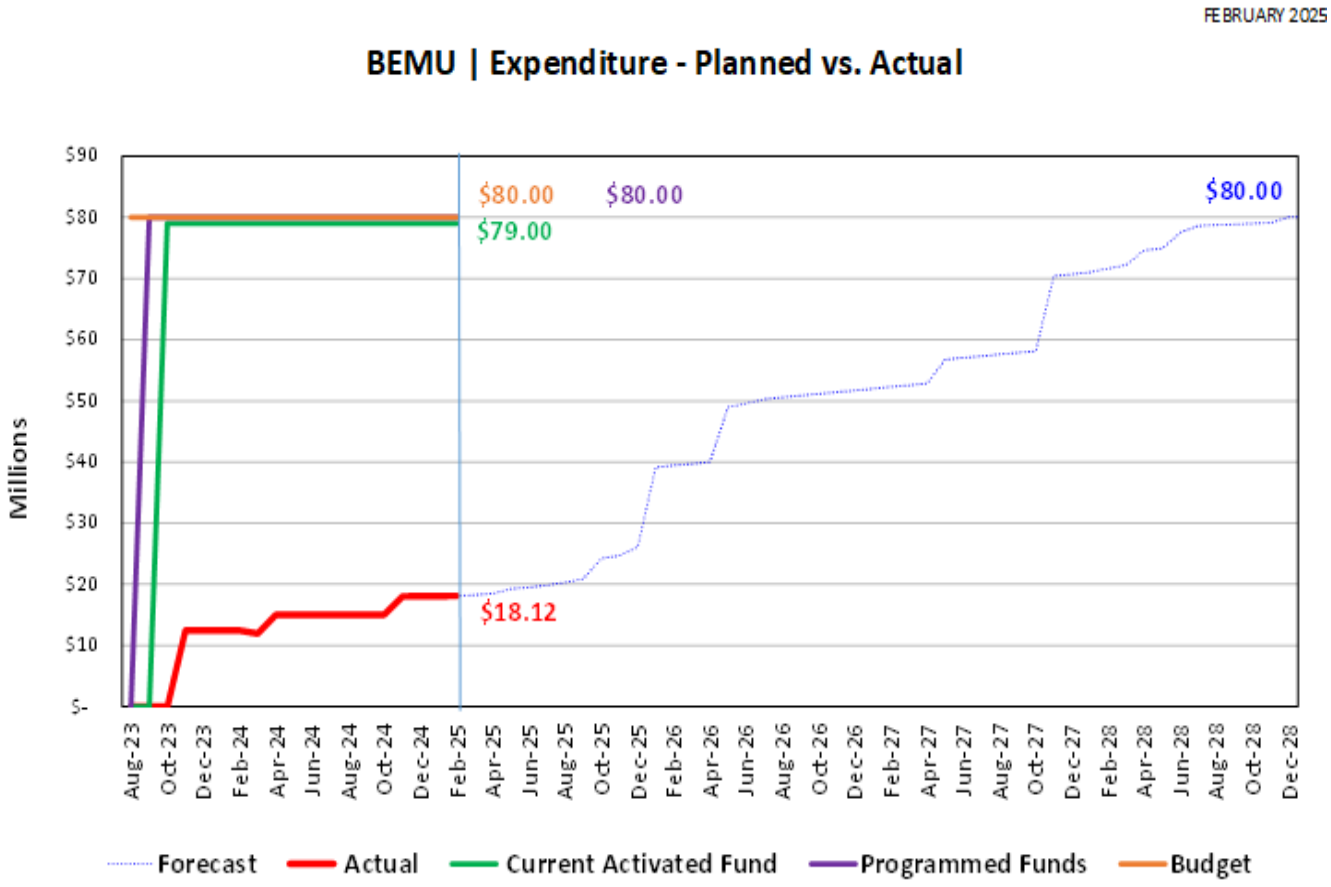
Note:

1). Expended and Accruals To-Date is through February 28, 2025;

2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for BEMU trainset;

3). Other Contracts includes $1M for Wayside Upgrades;

3. Cost Curve:



4. Major Activities for February 2025:

- Held on-going technical coordination meetings, including biweekly technical coordination.
- Held on-going safety coordination meetings (biweekly).
- Reviewed the Preliminary Hazard Analysis (PHA), the Weight List, the Master Test Plan, the First Article Inspection (FAI) plan and the FRA Compliance Checklist.

5. Upcoming Key Activities:

- Continue Conceptual Design Review (CDR) items resolution as part of design process.
- Prepare for Preliminary Design Review
- Continue reviewing safety submittals (and other submittals as needed)
- Review vehicle performance and the benefits of increasing battery capacity to 2.3 MWh

6. Change Management:

- In August 2023, the JPB approved change order for not to exceed $60,976,504 to Stadler US Inc., contract No. 14-PCJPB-P-056 for an option of one four-car Battery Electric Multiple Unit (BEMU) trainset.

- A change notice was issued for BEMU convenience outlets, which were not included in the BEMU train order. The potential change order amount is $40,019.18. This will be covered by the contingency and there is no change to the project budget.
- A change proposal in the amount $520,500 to increase the traction battery capacity from the baseline 1.9 MWh requirement to the 2.3 MWh is under process. This change will be covered by the contingency and there is no change to the project budget.

7. Risk Management:

The following are top risks for implementation of Battery Electric Multiple Unit (BEMU) project:

Risk Descriptions	Mitigation Actions
1. Availability of the car body engineer resources for BEMU project	Met with Stadler executives and requested the earliest possible start to design, and maximization of parallel activities. Carbody design has begun and is not impacting schedule at this time.
2. Potential supply chain issue down the road	Tracking procurement lead time and monitoring closely.

8. FRA Coordination Status:

- FRA issued a letter to the industry regarding alternative fuel vehicles. That letter is under review as to its applicability to the BEMU project.
- The project team reached out to the FRA and began establishing points of contact for BEMU design review. A kickoff meeting will be arranged in the April/May timeframe.

Budget Impact

There is no impact on the budget.

Prepared By:	Sherry Bullock	Program Director, Caltrain Modernization Program	03/17/2025
	Greg Cameron	BEMU Commercial Project Manager	03/17/2025

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Sherry Bullock, Program Director, Caltrain Modernization Program
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Update on Electric Multiple Unit Option Cars (EMU Option 1 & 2) Projects – February 2025**

☐ Finance Committee Recommendation ☐ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

This report includes an informational update that requires no action by the Board of Directors ("Board") of the Peninsula Corridor Joint Powers Board ("JPB" or "Caltrain").

Staff will provide monthly updates covering Electric Multiple Unit Option Cars (EMU Option 1 & 2)-related activities during the reporting month and a preview of activities anticipated to take place during the current month.

Discussion

In 2016, Caltrain executed a contract with Stadler USA, Inc., to procure Electric Multiple Unit trains to serve Caltrain passengers upon completion of the Peninsula Corridor Electrification Project (PCEP), which will electrify the corridor from San Francisco to San Jose. The Stadler contract included two option periods. The option offers Caltrain the opportunity to purchase additional EMU trainsets at a substantially lower cost than would be available if Caltrain were to undertake a new procurement. In addition to costs savings, the option allows Caltrain to move closer to the goal of a zero-emission corridor while improving service and reliability for Caltrain passengers.

- The EMU Option 1 is a change order option train ordered from Caltrain's EMU contract that adds 37 Option cars to the contract. This comprises of (a): 16 additional cars to be inserted into the Base contract 16, 6-car trainsets to provide fully integrated and tested 7-car trainsets and (b): 3 additional 7-car trainsets. In December 2018, the JPB approved change order for not to exceed $172,800,047 to Stadler US Inc., contract No. 14-PCJPB-P-056 for an option that adds 37 Option cars to the contract.
- The EMU Option 2 is a change order option train ordered from Caltrain's EMU contract that adds 28 Option cars to the contract. In August 2023, the JPB approved change order for not to exceed $183,217,581 to Stadler US Inc., contract No. 14-PCJPB-P-056 for an option that adds 28 Option cars to the contract. This comprises of four 7-car trainsets.

Stadler is responsible for design, procurement, manufacturing, installation, testing and commissioning of the EMU Option cars as well as mock-ups, spare parts, special tools, test equipment, manuals, training, and related parts and services. Purchasing additional Option Cars will support the Caltrain Business Plan, reduce diesel trips on the JPB's corridor, and enhance seating capacity on the JPB's commuter rail service, all in furtherance of helping the State achieve transportation, safety and climate goals.

Caltrain has commenced fully electrified EMU service since September 2024, currently total of 16 seven-car EMU trainsets have been final accepted and in service. This monthly report will provide status of trainsets 17 through 19 as the remaining Option 1 scope and trainsets 20 through 23 as the remaining Option 2 scope.

MONTHLY UPDATE

1. Project Schedule – Major Milestones for EMU Option 1 project as of February 28, 2025:

Key Project Activity	Planned Completion (Baseline)	Progress as of 02/28/2025	Progress On Track?	Notes
Return of the Executed Change Order	12/22/18	Completed	Completed	
Approval of Master Program schedule		Completed	Completed	
Submission of Major Systems Purchase Orders		Completed	Completed	
Completion of Carbody – Trainsets 1 thru' 19	11/20/22	Completed	Completed	
Authorization to Ship from Contractor's Facility - Trainsets 1 thru' 17	08/20/24	Completed	Completed	
Authorization to Ship from Contractor's Facility - Trainset 18	04/23/25	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 19	06/22/25	In Planning	On Track	
Notice of Conditional Acceptance - Trainsets 1 thru' 17	01/07/25	Completed	Completed	
Notice of Conditional Acceptance – Trainset 18	05/23/25	In Planning	On Track	
Notice of Conditional Acceptance – Trainset 19	07/21/25	In Planning	On Track	
Notice of Final Acceptance - Trainset 17	03/24/25	In Planning	On Track	
Notice of Final Acceptance - Trainset 18	07/04/25	In Planning	On Track	
Notice of Final Acceptance - Trainset 19	09/21/25	In Planning	On Track	
Final Milestone: Conditional Acceptance of 19 trainsets	07/21/25	In Planning	On Track	

2. Project Schedule – Major Milestones for EMU Option 2 project as of February 28, 2025:

Key Project Activity	Planned Completion (Baseline)	Progress as of 02/28/2025	Progress On Track?	Notes
Return of the Executed Change Order	08/14/23	Completed	Completed	
Approval of Master Program Schedule	11/08/23	Completed	Completed	
Submission of Major Systems Purchase Orders	05/09/24	Completed	Completed	
Completion of EMU Carshells – Trainset 20	05/15/25	In Progress	On Track	
Completion of EMU Carshells – Trainset 21	7/16/25	In Planning	On Track	
Completion of EMU Carshells – Trainset 22	09/12/25	In Planning	On Track	
Completion of EMU Carshells – Trainset 23	11/30/25	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 20	06/15/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 21	09/06/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 22	12/24/26	In Planning	On Track	
Authorization to Ship from Contractor's Facility - Trainset 23	04/15/27	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 20	07/15/26	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 21	10/24/26	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 22	01/20/27	In Planning	On Track	
Notice of Conditional Acceptance - Trainset 23	05/12/27	In Planning	On Track	
Notice of Final Acceptance - Trainset 20	08/20/26	In Planning	On Track	
Notice of Final Acceptance - Trainset 21	11/22/26	In Planning	On Track	
Notice of Final Acceptance - Trainset 22	02/11/27	In Planning	On Track	
Notice of Final Acceptance - Trainset 23	06/12/27	In Planning	On Track	

3. Cost – Spend vs Budget with Actuals and Accruals through February 28, 2025

Project 100400 EMU Option Car 1 - Budget and Cost (As of February 28, 2024)

	(A)	(B)	(C)	(D)	(E) = (G) - (D)	(F)	(G) = (C) - (F)	(H) = (D) /(F)
Project Cost Analysis	Original Budget (US$MM)	Approved Changes (Contractor) (US$MM)	Project Current Budget (US$MM)	Expended and Accruals To-Date (US$MM)	To-Go (US$MM)	Estimated at Completion (EAC) (US$MM)	Variance at Completion (US$MM)	% Expended of EAC
Contractor - STADLER	$ 172.80	$ 6.25	$ 179.05	$ 139.80	$ 39.25	$ 179.05	$ 0.00	78.08%
Program Mngt. & Admin Costs	$ 2.00		$ 2.00	$ 0.69	$ 0.89	$ 1.58	$ 0.42	43.59%
Project Contingency	$ 7.84	$ (6.56)	$ 1.28		$ 1.70	$ 1.70	$ (0.42)	0.00%
ICAP	$ -	$ 0.31	$ 0.31	$ 0.26	$ 0.05	$ 0.31	$ -	84.83%
Potential Changes			$ -		$ -	$ -	$ -	
Total Crossing Optimiztion Project	$ 182.64	$ (0.00)	$ 182.64	$ 140.75	$ 41.89	$ 182.64	$ (0.00)	77.06%

Note:

1). Expended and Accruals To-Date is through February 28, 2025;

2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for EMU Option Car 1 trainsets;

Project 100778 - EMU Option 2 - Budget and Cost (As of February 28, 2025)

	(A)	(B)	(C)	(D)	(E) = (F) - (D)	(F)	(G) = (C) - (F)	(G) = (D) /(F)
Project Cost Analysis	Original Budget (US$MM)	Approved Changes (Contractor) (US$MM)	Project Current Budget (US$MM)	Expended and Accruals To-Date (US$MM)	To-Go (US$MM)	Estimated at Completion (EAC) (US$MM)	Variance at Completion (US$MM)	% Expended of EAC
Contractor - STADLER	$ 183.22	$ -	$ 183.22	$ 53.27	$ 129.94	$ 183.22	$ -	29.08%
Program Mngt. & Admin Costs	$ 9.67		$ 9.67	$ 1.55	$ 8.12	$ 9.67	$ 0.00	16.02%
Project Contingency	$ 26.43		$ 26.43		$ 26.43	$ 26.43	$ (0.00)	0.00%
ICAP	$ 0.68		$ 0.68	$ 0.08	$ 0.60	$ 0.68	$ (0.00)	12.02%
Potential Changes			$ -		$ -	$ -	$ -	
Total Crossing Optimiztion Project	$ 220.00	$ -	$ 220.00	$ 54.90	$ 165.10	$ 220.00	$ 0.00	24.96%

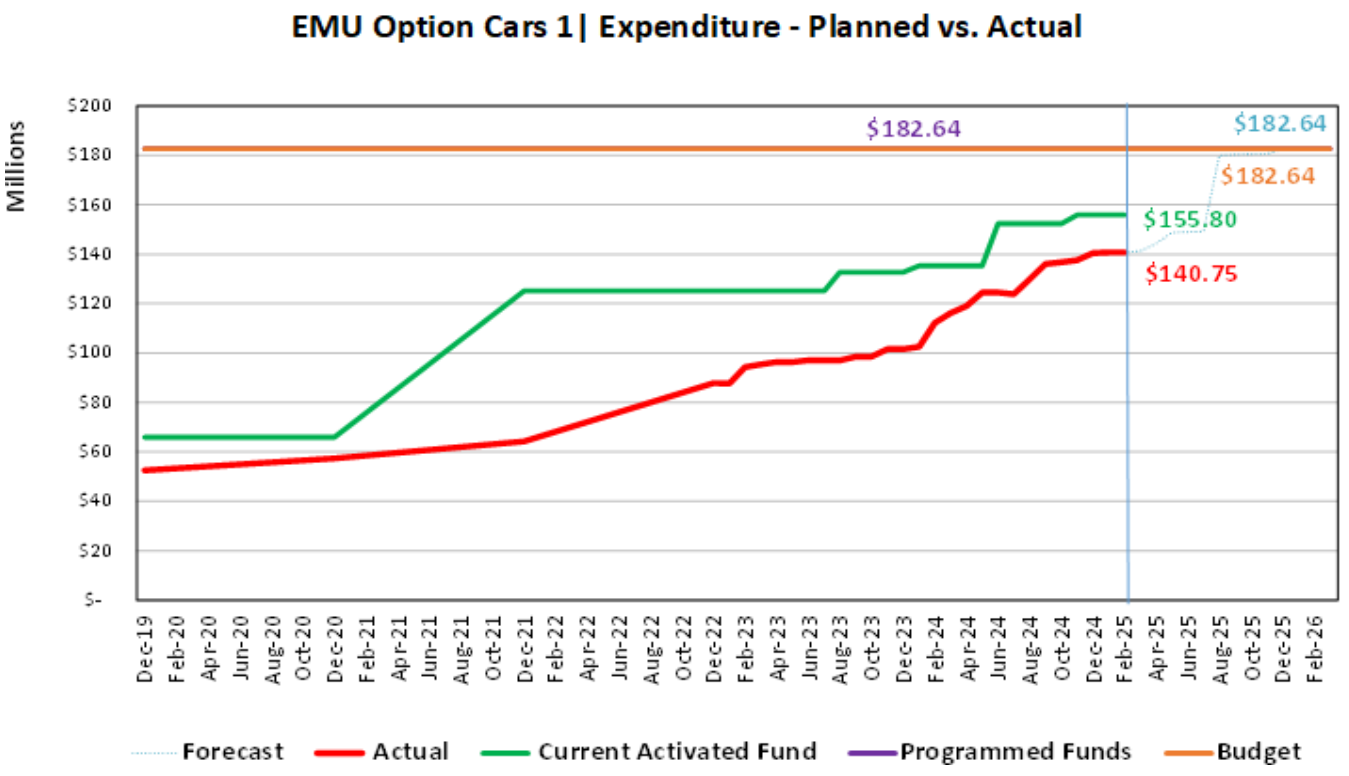
Note:

1). Expended and Accruals To-Date is through February 28, 2025;

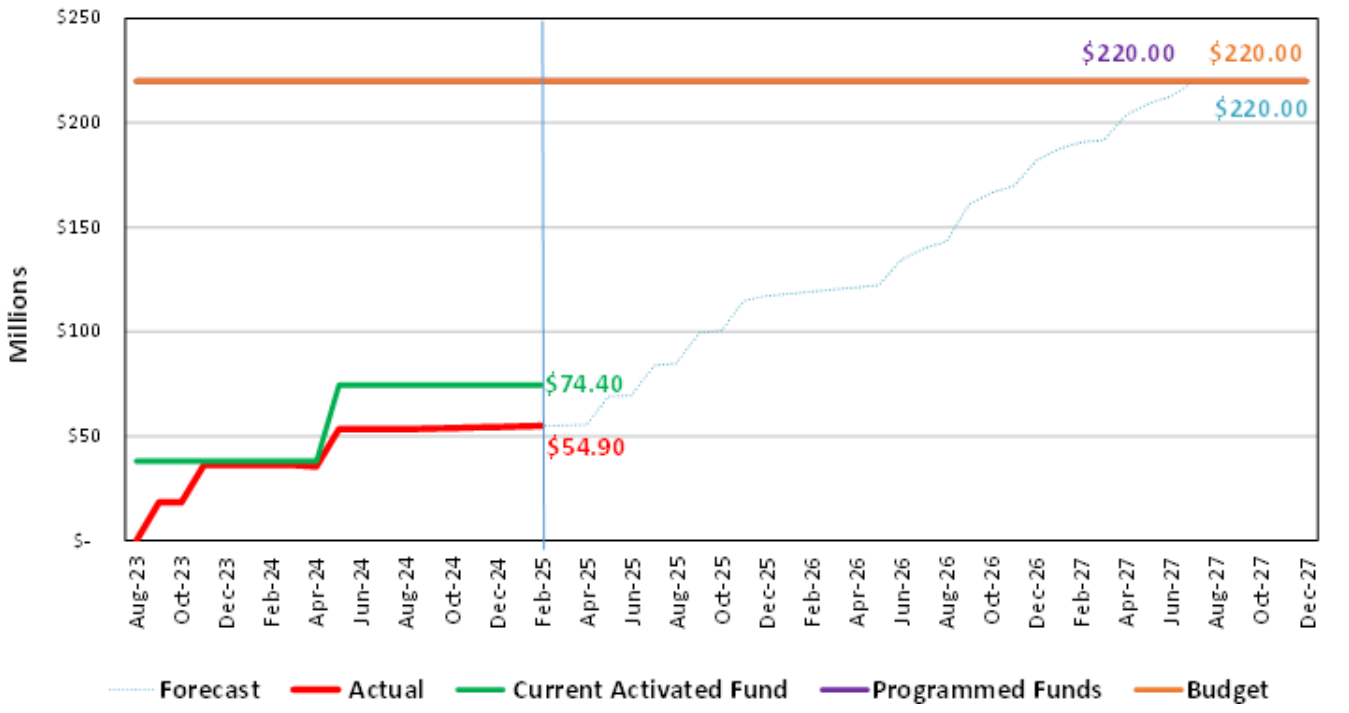
2). Program Mngt. & Admin Costs includes JPB project oversight costs, TASI support and Other Direct Costs for EMU Option Car 2 trainsets;

4. Cost Curve:

FEBRUARY 2025



FEBRUARY 2025



5. **Major Activities for February 2025:**
   - Final assembly continued for TS 18 and 19
   - Carshell production continued for TS 20

6. **Upcoming Key Activities:**
   - Final inspection and delivery of TS 18 (April 2025)
   - First article inspection of TS 20 Carshells (March 2025)

7. **Change Management:**

   A total of $6.25M in change orders have been issued under EMU Option 1 project.
   - Performance Bond - $920K
   - CCO 022 - Add Flip up seats into bike cars - $1.96M
   - CCO 026 - Update Virtual Reality Experience - $43K
   - CCO 040 - Special Tools - $110K
   - CCO 042 - Project Time Extension Milestone 1 - $2.67M
   - CCO 044 - Passenger Convenience Outlet Current Limit - $239K
   - CCO 049 - Pre-Revenue Services - SRS EMU Maintenance - $201K
   - CCO 054: Bridge Plate Changes - Trainsets 1 through 19 - $99K

   Above changes were covered by the project contingency and there is no change to the project budget.

8. **Risk Management**:

   The following are top risks for implementation of EMU Option projects:

	Risk Descriptions	Mitigation Actions
1.	In July 2024, the aluminum extrusion supplier claimed force majeure due to flooding. This is delaying the start of some carshell production for Option 2.	Make up the lost time during final assembly.
2.	Potential supply chain issue down the road	Tracking procurement lead time and monitoring closely.

9. **FRA Coordination Status:**
   - None required at this time (option car designs are the same as base, which is already FRA approved).

Budget Impact

There is no impact on the budget.

Prepared By:	Sherry Bullock	Program Director, Caltrain Modernization Program	03/18/2025
	Greg Cameron	BEMU Commercial Project Manager	03/18/2025

Peninsula Corridor Joint Powers Board
Staff Report

To:	JPB Board of Directors
Through:	Michelle Bouchard, Executive Director
From:	Sherry Bullock, Program Director, Caltrain Modernization Program
For:	April 2025 JPB Board of Directors Meeting
Subject:	**Receive Update Regarding PCEP Closeout Status**

☐ Finance Committee Recommendation ☐ Technology, Operations, Planning, and Safety Committee Recommendation ☐ Advocacy and Major Projects Committee Recommendation

Purpose and Recommended Action

Staff Coordinating Council recommends the Board receive the Peninsula Corridor Electrification Project (PCEP) February Monthly Progress Report (MPR).

This report is provided for informational purposes only.

Discussion

The January MPR is intended to provide funding partners, stakeholders, and the public a PCEP overview and an overall update on project progress. This document provides information on the scope, cost, funding, schedule, and project implementation.

Budget Impact

There is no impact on the budget.

Prepared By:	Sherry Bullock	Program Director, Caltrain Modernization Program	03/21/2025