

INVITATION FOR BIDS (IFB) 0-1397
BOOK 1 OF 2

ELEVATOR UPGRADES AT VARIOUS BASES



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

Job Site(s):

Orange County Transit District's

Anaheim Maintenance Building
1717E. Via Burton
Anaheim, CA 92806

Garden Grove Maintenance Building
11790 Cardinal Circle
Garden Grove, CA 92843

Irvine Sand Canyon Base Maintenance Building
14736 Sand Canyon Road
Irvine, CA 92618

Key IFB Dates

Issue Date:	March 4, 2010
Pre-Bid Conference/Site Visit:	March 16, 2010
Questions/Approved Equal Submittal:	March 23, 2010
Bid Submittal Date:	April 6, 2010

U.S. Department of Transportation
FTA Project No. CA-90-Y644

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March 4, 2010

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**SUBJECT: NOTICE INVITING SEALED BIDS
IFB 0-1397, "ELEVATOR UPGRADES AT VARIOUS
BASES"**

Gentlemen/Ladies:

The Orange County Transportation Authority, acting on behalf of the Orange County Transit District, invites sealed bids for IFB 0-1397 "Elevator Upgrades at Various Bases".

The description of this project is to provide elevator upgrades at the Anaheim, Garden Grove and Irvine Sand Canyon Bases. The estimated cost for this project is approximately \$350,000.00.

Bids shall be submitted at or before 11:00 a.m., April 6, 2010.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Sarah L. Strader, Senior Contract Administrator**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
550 South Main Street
P.O. Box 14184
Orange, California 92863-1584
Attention: Sarah L. Strader, Senior Contract Administrator**

Bids and amendments to bids, received after the date and time specified above will be rejected by the Authority and returned to Bidders unopened.

Firms interested in obtaining a bid package may do so by downloading the Invitation for Bids (IFB) 0-1397 through Camm NET the Authority's on line website. Firms may also obtain a copy of the IFB 0-1397 by faxing their request to (714) 560-5792, or by e-mailing your request to rfp_ifb_Requests@octa.net or calling (714) 560-5922. Please include the following information:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Invitation For Bids (IFB) 0-1397

The Authority has now entered the world of electronic purchasing. All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET, the Authority's interactive website. The website can be found at www.octa.net. From the site menu, click on CAMM NET to register.

To receive all further information regarding this IFB 0-1397, firms must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Construction	Elevator Contractor
Maintenance Services – Facility	Elevator Service

A pre-bid conference has been scheduled for March 16, 2010, at 9:00 a.m. at the Anaheim Base Operations Building, located at 1717 E. Via Burton, Anaheim, CA 92806 in Conference Room 209. Immediately following the pre-bid conference a job walk will be conducted. The site walk will begin at the Anaheim Base Maintenance Building and proceed to the Garden Grove Maintenance Building located at 11790 Cardinal Circle in Garden Grove, CA 92843. The site walk will conclude at the Irvine Sand Canyon Maintenance Building located at 14736 Sand Canyon Road, Irvine, CA 92618. All prospective Bidders are strongly encouraged to attend.

The contract to be awarded is subject to a financial assistance contract between the Orange County Transportation Authority, acting on behalf of the Orange County Transit District, and the U.S. Department of Transportation. Therefore, all Bidders will be required to certify that they are not debarred, suspended or otherwise excluded from participating in federally assisted projects. All Bidders will be required to certify that they are not on the Comptroller General's List of Ineligible Contractors.

The successful Bidder will be required to comply with all applicable equal opportunity laws and regulations.

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Sarah L. Strader".

Sarah L. Strader

Senior Contract Administrator

Contracts Administration and Materials Management

SECTION I

INSTRUCTIONS TO BIDDERS

SECTION I. INSTRUCTIONS TO BIDDERS**A. PRE-BID CONFERENCE/SITE VISIT**

A pre-bid conference will be held at Anaheim Base Operations Building, located at 1717 E. Via Burton, Anaheim, CA 92806, Conference Room 209 on March 16, 2010, at 9:00 a.m. Immediately following the pre-bid conference a job walk will be conducted. All prospective Bidders are strongly encouraged to attend the pre-bid conference and the site visit.

By investigation of the work site, Bidder shall be satisfied as to the nature and location of the work and shall be fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.

B. EXAMINATION OF DOCUMENTS

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

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Orange County Transporations Authority
Attention: Sarah L. Strader, Senior Contract Administrator
Contracts Administration and Materials Management
600 South Main Street
Orange, CA 92868 or

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

E. CLARIFICATION OF SPECIFICATIONS AND APPROVED EQUALS**Specifications Review**

Should a Bidder find discrepancies in, or omissions from, the drawings or specifications, or be in doubt as to their meaning, the Bidder shall notify the Authority in writing in accordance with item 3 ("Submitting Requests"), below. Should it be found that the point in question is not clearly and fully set forth, a written addendum clarifying the matter will be sent to all firms registered on CAMM NET under the commodity codes specified in the IFB.

Preference for Materials

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

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

Submitting Requests

- a. All requests for approved equals, clarification of specifications, or questions must be put in writing and must be received by the Authority no later than 5:00 p.m., Pacific Standard Time/Pacific Daylight Time, on March 23, 2010.
- b. Requests for approved equals, clarifications, questions must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

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

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

- (2) Personal Courier: Contracts Administration and Materials Management Department, 600 South Main Street, 4th Floor, Orange, California, 92863
- (3) Facsimile: The Authority's fax number is (714) 560-5792
- (4) E-Mail: Sarah L. Strader, Senior Contract Administrator e-mail address is sstrader@octa.net

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

Authority Responses

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

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

Commodities for this solicitation are:

<u>Category(s):</u>	<u>Commodity(s):</u>
Construction	Elevator Contractor
Maintenance Services – Facility	Elevator Service

Inquiries received after 5:00pm on March 23, 2010, will not be responded to.

F. SUBMISSION OF BIDS

Date and Time

Bids must be submitted at or before 11:00 a.m., April 6, 2010.

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

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

Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, 4th Floor
Orange, California 92868
Attention: Sarah L. Strader, Senior Contract Administrator**

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

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

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

Bid Booklet

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

Identification of Bids

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

"BID FOR IFB 0-1397: ELEVATOR UPGRADES AT VARIOUS BASES"

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT BIDS

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

I. TAXES

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

J. BID SECURITY FORMS

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

K. WITHDRAWAL OF BIDS

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

L. PREVAILING WAGES

This project is funded under a financial assistance contract by the U.S. Department of Transportation and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed

or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are available at the Authority's Offices or on the internet at www.dir.ca.gov/DLSR/statistics_research.html and www.access.gpo.gov/davisbacon/. Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed Bids. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate must be paid.

M. SUBCONTRACTORS AND ASSIGNMENTS

The successful Bidder shall perform work equivalent to **at least ten percent (10%) of the total amount of the construction work** at the site; and, perform the work on the site with its own staff.

Pursuant to the provisions of the California Public Contract Code Section 4104 every Bidder shall in the bid set forth:

1. The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent of the Bidder's total bid; and
2. The portion of the work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each portion of work as defined by the Bidder in its bid.
3. The dollar amount of the work which will be done by each such subcontractor.

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

If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, or if the Bidder specifies more than one (1) subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder agrees to perform that portion. **The successful Bidder shall not, without the express written consent of the Authority, either:**

1. Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designed in the original bid; or
2. Permit any subcontract to be assigned or transferred; or
3. Allow it to be performed by anyone other than the original subcontractor listed in the bid.

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

Bidder shall not assign any interest it may have in any Agreement with the Authority, nor shall Bidder assign any portion of the work under any such Agreement with a value in excess of one-half of one percent of Agreement price to be sub-contracted to any one other than these subcontractors listed in the "List of Subcontractors," except by prior written consent of Authority. Authority's consent to any assignment shall not be deemed to relieve Bidder of its obligations to fully comply with its obligations under its Agreement with the Authority. Bidder with its own forces shall perform minimum of 10% (calculated as a percentage of the total cost of the project) under this Agreement. Bidder shall also include in its subcontract agreements the provisions of its Agreement with Authority including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the Bidder.

N. DISADVANTAGED BUSINESS ENTERPRISE

This project is subject to Part 26, title 49, code of Federal regulations (CFR), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs ("Regulations"). The Regulations in their entirety are incorporated herein by this reference. Bidders are to be fully informed respecting the DBE requirements and the Regulations. A copy of the

O. BIDDER'S LICENSING REQUIREMENTS

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a bid without a license, the Bidder shall provide as part of the bid the license number, class (or type), and date of expiration of the license.

Furthermore, the Bidder shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The Bidder shall also certify that all information provided and representations made in the bid are true and correct, and made under penalty of perjury. Bidders shall provide this information on form D-1 presented in the IFB. Failure to provide the information on the certification form or elsewhere as part of the bid shall render the Bidder nonresponsive to this solicitation and will result in the rejection of the bid.

P. PERMITS AND INSPECTION COSTS

The Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is

located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

Q. LIQUIDATED DAMAGES

In the event Bidder, after entering into an Agreement with the Authority, fails to complete the work within the time specified in the Agreement, the Bidder will be required to pay the Authority the amount of **\$200.00 per calendar day** of delay as agreed to liquidated damages.

R. PROTEST PROCEDURES

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

S. A WARD

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

T. EXECUTION OF CONTRACT

The successful Bidder shall submit to the Authority the required contract bonds, "Guaranty", "Certificate of Lower-Tier Participants Regarding Debarment and Suspension" for each subcontractor, "Certificate of Restrictions on Lobbying", and acceptable insurance certificates within fifteen (15) days (excluding Saturdays, Sundays and legal holidays) after notification of contract award from the Authority. Failure to sign the contract and submit applicable bonds, "Guaranty", "Certificate of Lower-Tier Participants Regarding Debarment and Suspension" for each subcontractor, "Certificate of Restrictions on Lobbying", and acceptable insurance certificates within the specified time shall be just cause of the annulment of the award and the forfeiture of the Bid Bond. Transfers of contract, or of interest in contracts, are prohibited.

U. AUTHORITY'S RIGHTS

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

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

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

awarded to any Bidder responding to this IFB.

Issue a new IFB for the project.

The Authority reserves the right to postpone the bid opening for its own convenience.

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

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

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

V. CONFLICT OF INTEREST

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

W. CODE OF CONDUCT

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

SECTION II

INSTRUCTIONS TO BIDDING FORMS

SECTION II. INSTRUCTIONS TO BIDDING FORMS

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

A. BID FORM

The Bidder must complete the Bid Form. In addition to providing the lump sum bid, the Bidder affirms the Bid Form statements.

B. BID SECURITY FORM - BID BOND

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

C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

D. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

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

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

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

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

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

G. LIST OF SUBCONTRACTORS FORM - EXHIBIT D-1

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

H. PARTY AND PARTICIPANT DISCLOSURE FORMS

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Boards of Directors, Bidders are required to complete and sign the forms included in this IFB, and submit as part of the bid. Bidders are required to submit only one copy of the completed forms as part of its bid. The prime contractor and subcontractors must complete the form entitled "Party Disclosure Form". Lobbyists or agents representing the prime contractor in this procurement must complete the form entitled "Participant Disclosure Form". Reporting of campaign contributions is a requirement from the bid submittal date up and until the Authority's Board of Directors takes action. This date is currently scheduled for May 24, 2010. This date is subject to change without prior notice.

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

Policy

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the District, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 CFR Part 29, as a means to ensure that debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation, must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

Submission Requirements

Each Bidder shall complete the certification, "Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters," included in this IFB, for itself and its principals, and submit this certification with its bid.

Failure to do so may result in rejection of the bid.

If the Bidder plans to use subcontractors on the project, the Bidder, shall have all subcontractors with contracts in excess of \$100,000 complete a certification for lower-tier participation and submit the certification within fifteen (15) days after award.

If a prime or subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, immediate written notice shall be provided to the Authority.

J. BIDDER'S CERTIFICATE OF COMPLIANCE/NONCOMPLIANCE "BUY AMERICA"

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

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

- (a) The application of the domestic preference requirements would be inconsistent with the public interest;
- (b) Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (c) The inclusion of a domestic item or domestic material will increase the cost of the contract for the item or material by more than 25 percent.

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

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

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

K. LOBBYING

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

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

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

This form must be completed and submitted to the Contract Administrator responsible for this procurement within fifteen (15) days of award notice by the Authority. Failure to provide the completed and signed forms will result in cancellation of award.

L. DISADVANTAGED BUSINESS ENTERPRISE

Each Bidder must complete the following forms and submit with its bid:

1. Exhibit D-2, "List of DBE Subcontractors"
2. Exhibit D-3, "Bidders DBE Goal Declaration"



BOARD OF DIRECTORS

Jerry Amante
Chairman

Patricia Bates
Director

Art Brown
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Bill Campbell
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Carolyn V. Cavecche
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Richard Dixon
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Don Hansen
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Allan Mansoor
Director

John Moorlach
Director

Janet Nguyen
Director

Curt Pringle
Director

Miguel Pulido
Director

Gregory T. Winterbottom
Director

Cindy Quon
Governor's
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Will Kempton
Chief Executive Officer

BID FORM**ORANGE COUNTY TRANSPORTATION AUTHORITY**

Attention: CAMM Department

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

Gentlemen/Ladies:

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as required in the **Invitation For Bids (IFB) 0-1397**, and to do everything required therein; and further proposes that, if this Bid is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

Description

Total Lump Sum
Bid Amount

\$ _____

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

The undersigned hereby represents that:

1. He/She has thoroughly examined and become familiar with the work required and documents included under this IFB. The Bidder understands that the award of the contract, if it is awarded, will be based on the lowest total Bid submitted by a responsive and responsible Bidder, and further, that the amounts and the total on the Bid Form will be subject to verification by the Authority.
2. By investigation at the site of the work and otherwise, it is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. Bidder fully understands the scope of the work/specifications and has checked carefully all words and figures inserted in said Invitation For Bids and further understands that the Authority will in no way be responsible for any errors or omissions in the preparation of this Bid.
4. Bidder will execute the Agreement and furnish the required Performance and Payment Bonds, "Guaranty," "Certificate of Lower-Tier Participants Regarding Debarment and Suspension," "Certificate of Restrictions on Lobbying," and proof of insurance coverage within fifteen (15) days (excluding Saturdays, Sundays and legal holidays) after notice of acceptance of bid by the Authority; and further, that this bid may not be withdrawn for a period of 120 calendar days after the date set for the opening thereof, unless otherwise required by law. If any Bidder shall withdraw its bid within said period, the Bidder shall be liable under the provisions of the Bid Security, or the Bidder and the surety shall be liable under the Bid Bond, as the case may be.
5. Bidder hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.
6. In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the Bidder shall execute the document included in this IFB entitled "Bidder's Certificate of Compliance Regarding Workers' Compensation Insurance;" and
7. Bidder hereby further certifies that each, and every representations made in this Bid are true and correct and made under penalty of perjury.
8. Bidder shall permit the authorized representative of the Authority to inspect and audit all data and records of Bidder relating to this bid, and if awarded a contract resulting from this bid, shall permit such inspection and audit of all data and records of Bidder related to Bidder's performance of such contract.
9. Bidder does not employ anyone who is now, or for one (1) year immediately prior to

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

10. If awarded a contract resulting from this bid, Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. If awarded a contract resulting from this bid, Bidder will cooperate with the Authority in meeting commitments and goals with regard to the maximum utilization of DBE firms and will use its best efforts to ensure that DBE firms shall have the maximum practicable opportunity to compete for subcontract work under such contract.
12. Bid will be in effect for 120 calendar days after the bid closing date.

Now: In compliance with the Invitation For Bids **0-1397**, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated _____, 20__

Bidder _____

The above bid includes

Signature _____

Addenda Nos. _____

Name _____

Title _____

Bidder's Authorized Representative

Title

Telephone No./ Fax No.

E-mail

Bidders post office address

Corporation organized under the laws of the State of _____

Contractor's License No.

Expiration Date of License

Surety or sureties

(CORPORATE SEAL)

BID SECURITY FORM
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above named _____ bounden principal _____

for _____ at the Orange County Transit District's _____ as specifically set forth in documents entitled "**Invitation For Bids 0-1397**," shall not be withdrawn within a period of 120 calendar days after the date set for the opening of bids, (unless otherwise required by law, and notwithstanding the award of the contract to another Bidder), and that if said bid is accepted by the Authority through action of its legally constituted _____ contracting authorities and if the above bounden _____ its heirs, executors, administrators, successors and assigns, shall execute a contract for such construction and deliver the required Performance and Payment Bonds, "Certificate of Lower-Tier Participants Regarding Debarment and Suspension," "Certificate of Restrictions on Lobbying," "Guaranty," and proof of insurance coverage within fifteen (15) days (not including Saturdays, Sundays and legal holidays) after notification of contract award from the Authority, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 2010.

(NOTE: The standard printed bond form of any bonding company acceptable to the Authority may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Authority are not in any way reduced by use of the security company's printed standard form.)

BID SECURITY FORM
CHECK TO ACCOMPANY BID

(NOTE: The following form shall be used in case check accompanies bid)

Accompanying this bid is a *Certified *Cashiers check payable to the order of Orange County Transportation Authority, hereinafter referred to as "Authority," acting on behalf of the Orange County Transit District, for _____ dollars (\$ _____), this amount being ten percent (10%) of the total amount of the Bid submitted in response to _____. The proceeds of this check shall become the property of said Authority provided this bid shall be accepted by the said Authority through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required "Guaranty" Form, "Certificate of Lower-Tier Participants Regarding Debarment and Suspension," "Certificate of Restrictions on Lobbying," Performance and Payment Bonds and proof of insurance coverage within fifteen (15) days (not including Saturdays, Sundays and legal holidays) after date of notification of contract award from the Authority. The proceeds of this check shall also become the property of the Authority if the undersigned Bidder withdraws the bid within the period of 120 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another Bidder. Otherwise, the check shall be returned to the undersigned.

 Bidder

* Circle applicable word

(NOTE: If the Bidder desires to use a bond instead of check, the Bid Bond form on the preceding page shall be executed and the sum of this bond shall be ten percent [10%] of the total amount of the bid.)

INFORMATION REQUIRED OF BIDDER

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

1. Name of Bidder, Firm or Corporation: _____
2. Business Address: _____
3. Telephone/Fax: () _____
4. Type of Firm - Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor's License No.: _____ Years of Experience: _____
7. Expiration Date of License: _____
8. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

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

Current Officers or Owners Name	Prior Company Names (During the last 5 years)	Prior and Current License Numbers	Status of License

Please note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information, may result in your bid being found non-responsive and your bid being rejected.

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

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

Please note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information, may result in your bid being found non-responsive and your bid being rejected.

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

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

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

Bidder hereby certifies that it:

_____ is a certified Disadvantaged Business Enterprise as defined herein.

_____ is not a Disadvantaged Business Enterprise as defined herein.

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

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

Signature

Name

Title

Company Name

Telephone Number/Fax Number

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidders' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetable Goals for Minority Participation for Each Trade (11.9)

Goals for Female Participation in Each Trade (6.9)

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

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

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

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
WORKERS' COMPENSATION INSURANCE

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

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

Bidder/Contractor: _____

Signature: _____

Name and Title: _____

Date: _____

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
STATE OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE SECTION 7028.15

Contractor License Number: _____

Expiration Date of Contractor's License: _____

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

Name of Contractor: _____

Signed: _____

Title: _____

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

 Notary Public

My commission expires on:

_____, 20____
 (NOTARY SEAL)

LIST OF SUBCONTRACTORS

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

Name Under Which Subcontractor is Licensed & License No.	City & State	Specific Description of Work to be Rendered	Type*	Dollar Amount
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL				\$

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

Bidders Name _____

PARTY DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chair

Patricia Bates, Vice Chair

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

PARTICIPANT DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

- B. The attached disclosure form must be filed if you or your agent have contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Orange County Transportation Authority or any of its affiliated agencies.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use if:

- (a) The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the Orange County Transportation Authority's or one of its affiliated agencies' decision in the proceeding.

AND

- (b) The individual or entity, directly or through an agent, does any of the following:

- (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - (2) Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - (3) Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.

2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those

made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

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

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Prime Firm's Name: _____

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chair

Patricia Bates, Vice Chair

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Peter Buffa, Director

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Richard Dixon, Director

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Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The _____
Firm name/principal

certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY
EXCLUSION

The _____
Firm name/principal

certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid.

The _____
Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
"BUY AMERICA" REQUIREMENTS (SECTION 165(a))
FOR
STEEL, IRON, OR MANUFACTURED PRODUCTS

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

The _____
Firm name/principal

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

Signature

Title

Date

Or:

The _____
Firm name/principal

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

Signature

Title

Date

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

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

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

Executed this _____ day of _____, 200__

By _____
(Signature of authorized official)

(Title of authorized official)

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - The awarding of any Federal contract.
 - The making of any Federal grant.
 - The making of any Federal loan.
 - The entering into of any cooperative agreement.
 - The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 4508) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public AUTHORITY, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - (1) An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - A special Government employee, as defined in Section 202,

Title 18, United States Code.

- An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix 2.
7. Person, as used in this clause, means an individual, corporation, company, association, AUTHORITY, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 10. Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from

using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.

2. The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph B.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:
 - a. Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.
 - b. Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.
 - (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any

covered Federal action:

- a. Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- b. Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
- c. Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

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

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of:
 - a. A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.
 - b. Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (2) For purposes of paragraph B.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph B.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated

funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

d. Agreement

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

e. Penalties

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

applicable.

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

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

DISCLOSURE OF LOBBYING ACTIVITIES

003480045

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See attached disclosure form)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: 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)	b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other specify: _____	
12. Forum of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.	Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a 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 report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, 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 a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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 the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL - A

DBE RACE-NEUTRAL PARTICIPATION LISTING

Bidder/Offeror shall complete and submit **Exhibit D-2: "DBE Race-Neutral Participation Listing"** in a **sealed envelope** with the bid/proposal, but no later than 48 hours following bid opening or proposal due date and timeline. (NOTE: In the event of no race-neutral DBE participation, Bidder/Offeror shall mark "None" under the column entitled "DBE Firm Name".) The Bidder/Offeror shall refer to **IFB Section IV: "DBE Crediting Provisions"** for guidelines relative to DBE participation crediting. (Additional sheets may be duplicated as necessary.)

The DBE information and content provided under Exhibit D-2: "DBE Race-Neutral Participation Listing" will not be considered in evaluating the bid/proposal or determining award of any contract.

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

***DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.**

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:				
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	

License No., Classification and Expiration:			
Subcontract Amount:	Manufacturer (100%)	Trucker	
Check Appropriate Box Describing Subcontractor/Supplier Activity:			

*DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.

Bidder/Offeror:	
Business Address:	
Contact Name:	Title:
Phone: ()	Fax: ()

Total Contract Amount:	\$		
DBE Race-Neutral Participation Value (% of Total Contract Value):	%	DBE Race-Neutral Participation Dollar (\$ Value):	\$
<i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>		<i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	

Signature of Authorized Representative	Printed Name
Date	Title

BIDDERS LIST
[FORM D-3]

Bidder: _____ **IFB No.:** _____

The Department of Transportation requires the Authority to develop and maintain a "Bidders List". The list must include all firms that proposed on prime contracts or subcontracts for DOT-assisted projects, including **both DBEs and non-DBEs**. The Bidders List is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts whether the firm was successful or unsuccessful in their attempts to obtain contracts. This information is also required from the proposed Bidder. Bidders are encouraged to submit this information at the time of bid submission. However, if not elected to so at the time of bid submission, bidders must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The Authority will use this information to develop and maintain the Bidders List to assist in the Authority's Overall Annual DBE goal-setting process.

Prime Bidder's Information	
Prime Bidder's Name:	Phone: ()
Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year.
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

List Bidder's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.	
Name of Subcontractor's Firm:	Phone: ()
Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for the firm's annual gross receipts last year.
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million

☐ More than \$15 million	
List Bidder's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.	
Name of Subcontractor's Firm:	Phone: ()
Address:	Fax: ()
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for the firm's annual gross receipts last year. ☐ Less than \$1 million ☐ Less than \$5 million ☐ Less than \$10 million ☐ Less than \$15 million ☐ More than \$15 million

List Bidder's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.	
Name of Subcontractor's Firm:	Phone: ()
Address:	Fax: ()
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for the firm's annual gross receipts last year. ☐ Less than \$1 million ☐ Less than \$5 million ☐ Less than \$10 million ☐ Less than \$15 million ☐ More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

SECTION III

ADDITIONAL CONTRACTUAL EXHIBITS

SECTION III

ADDITIONAL CONTRACTUAL EXHIBITS

SECTION III. ADDITIONAL CONTRACTUAL EXHIBITS

The following Exhibits will be attached to and incorporated into the signed Agreement resulting from this IFB.

A. PERFORMANCE BOND

The successful Bidder shall furnish at its own expense a Performance Bond (Exhibit E) satisfactory to the Authority in the amount of one hundred percent (100%) of the full amount of the contract as a guarantee of good faith on behalf of the Contractor that the terms of the contract, including all warranty provisions, shall be complied with in every particular.

The bond shall specifically provide that if the Contractor, or its subcontractor, fails to fully perform that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

B. PAYMENT BOND

The successful Bidder shall furnish a Payment Bond (Exhibit F) in the amount of one hundred percent (100%) of the full amount of the contract. Such bonds shall be in effect during the entire term of the contract and warranty and shall be issued by a corporate surety (not an individual surety) registered in the state of California and registered to do business in the county of Orange.

The bond shall specifically provide that if the Contractor fails to pay for amounts due under the Employment Insurance Act that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

Pursuant to California Civil Code 3247 and 3248, in conjunction with the Bond and Undertaking Law (Code of Civil Procedure sections 995.010, et. seq.), Bidders must provide the following information as part of their payment bond; a certificate of Authority from the Orange County Clerks Office indicating that the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed Authority has been granted.

C. GUARANTY

The successful Bidder shall also submit to the Authority the executed and notarized "Guaranty" form (Exhibit G) in this IFB.

All forms must be completed and submitted to the Contract Administrator responsible for this procurement within 15 days of award notice by the Authority. Failure to submit the completed and signed forms will result in cancellation of the award.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
hereinafter referred to as "Contractor", as principal, and _____
as surety, are held and firmly bound unto the Orange County Transportation Authority,
acting on behalf of the Orange County Transit District, State of California, in the sum
Dollars, (\$ _____s), lawful money of the United States of America,
for the payment of which sum, well and truly to be made, we bind ourselves, jointly and
severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed
Agreement with the Orange County Transportation Authority for the **ELEVATOR
UPGRADES AT VARIOUS BASES** at the Orange County Transit District's Anaheim,
Garden Grove, and Irvine Sand Canyon Bases, as specified in said Agreement, and is
required to give this bond in connection with the _____ execution thereof;

NOW THEREFORE, if the said Contractor shall well and truly do and perform all of the
covenants and obligations of said Agreement on his part to be done and performed at
the times and in the manner specified herein, then this obligation shall be null and void,
otherwise it shall be and remain in full force and effect; and in the event said Contractor
fails to fully perform all requirements in accordance with the terms and conditions of
said Agreement, then surety shall enforce performance by the Contractor or shall pay
the Orange County Transportation Authority for the same in an amount not exceeding
the amount specified in this bond; and, further, if in the event suit is brought upon this
bond then said surety shall pay the Orange County Transportation Authority for
reasonable attorneys' fees to be fixed by the court;

PROVIDED, that any changes in the work to be done, or the material to be furnished,
whether or not made pursuant to the terms of said contract, shall not in any way release
either the Contractor or the surety there under, nor shall any extensions of time granted
under the provisions of said contract release either the Contractor or the surety, and
notice of such changes or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 200__.

(SEAL)

(Contractor)
By _____

Approved:

(Title)

(SEAL)

(Surety)
By _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
hereinafter referred to as "Contractor", as principal, and _____
as surety, are held and firmly bound unto the ORANGE COUNTY TRANSPORTATION
AUTHORITY, acting on behalf of the Orange County Transit District, State of California,
in the sum _____
Dollars, (\$ _____), lawful money of the United States of America, for
the payment of which sum, well and truly to be made, we bind ourselves, jointly and
severally, firmly by these presents.

The Condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed
Agreement with the ORANGE COUNTY TRANSPORTATION AUTHORITY for the
ELEVATOR UPGRADES AT VARIOUS BASES as specified in said Agreement, and is
required under the terms of said Agreement to give this bond in connection with the
execution thereof;

NOW, THEREFORE, if said Contractor or a subcontractor fails to pay any of the persons
named in Section 3181 of the Civil Code of the State of California, or amounts due under
the Unemployment Insurance Code with respect to work or labor performed under the
contract, or for any amounts required to be deducted, withheld and paid over to the
Employment Development Department from the wages of employees of said Contractor
and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with
respect to such work and labor, then said surety will pay for the same, in an amount not
exceeding the sum specified in this bond, and also, in case suit is brought upon this bond,
a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of
any and all persons named in Section 3181 of the Civil Code of the State of California so
as to give a right of action to such persons or their assigns in any suit brought upon this
bond. This bond shall be subject to and include all of the provisions of Title 15 of Part 4 of
Division 3 of the Civil Code of California relating to Payment Bond for Public Works,
including but not confined to, Civil Code Sections 3225-3228, inclusive, and Sections
3247-3252, inclusive.

PROVIDED, that any changes in the work to be done or the material to be furnished,
whether or not made pursuant to the terms of said contract, shall not in any way release
either the Contractor or the surety thereunder, nor shall any extensions of time granted
under the provisions of said contract release either the Contractor or the surety, and notice
of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 20__.

(SEAL)

(Contractor)

By _____

(Title)

Approved:

(Surety)

(SEAL)

By _____

GUARANTY

The undersigned, as "Contractor," guarantees to the Orange County Transportation Authority that the materials furnished and the completed installation work, and the related work performed by the Contractor pursuant to Agreement No. C-0-1397 relative to **ELEVATOR UPGRADES AT VARIOUS BASES** at the Orange County Transit District's Anaheim, Garden Grove, and Irvine Sand Canyon Bases.

- A. For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work by the Authority, the Contractor warrants to the Authority that work performed and materials furnished under this Contract conforms to the Contract requirements and shall be free from any defect in design, material or workmanship performed by the Contractor or its subcontractors or suppliers.
- B. Under this guaranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect.
- C. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the Authority.
- D. This guaranty shall be in addition to the other guarantees and warranties specified in the Agreement and shall be enforceable concurrently with, or in lieu of, said other guarantees.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after the date on which the work is accepted by the Authority, the undersigned agrees to reimburse the Authority, upon demand, for its expenses incurred in restoring any such equipment or materials replaced and the cost of removing and replacing any other work without cost to the Authority so that said work will function correctly as originally contemplated.

The Authority shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Authority elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Authority. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, the Authority shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

Subscribed and sworn to before me

Name

this ____ day of _____, 20__

Title

Seal of Notary

Signature

Notary Public

Date

RACE-NEUTRAL DBE SOLICITATION PROVISIONS FOR DOT-ASSISTED CONSTRUCTION CONTRACTS

I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION PROVISIONS

A. DBE Policy and Applicability

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

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

- Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.
- Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.
- Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
- Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

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

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

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

B. Authority's New Race-Neutral DBE Policy Implementation Directives

Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, **the Authority has implemented a wholly Race-Neutral DBE Program.**

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Contractors to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the Authority may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require a Bidder to utilize DBEs as a condition of award. Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

C. Definitions

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

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

- ii. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
- iii. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - f. Women, regardless of ethnicity or race.
- iv. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.

- v. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- vi. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- vii. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.
 - a. Social Disadvantage
 - 1) The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
 - 2) The individual must demonstrate that he/she has personally suffered social disadvantage.
 - 3) The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
 - 4) The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
 - 5) The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
 - 6) A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.
 - b. Economic Disadvantage
 - 1) The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as

compared to others in the same line of business and competitive market area that are not socially disadvantaged.

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

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

D. DBE Bid Submission Requirements

1. “DBE Race-Neutral Participation Listing” (Exhibit D-2)

If the Bidder is a DBE or intends to utilize DBE subcontractors and/or purchase goods or services from DBE vendors or DBE suppliers in the performance of this contract, the Bidder shall provide the following information for every DBE firm who will be proposed and/or listed to participate to facilitate capturing race-neutral DBE participation under this contract:

- a. The complete name and address of each DBE who will participate in the contract;
- b. A description of the work that each DBE will perform or provide;
- c. The dollar amount of the work to be performed or provided by the DBE;
- d. Valid DBE Certification eligibility status, in conformance with 49 CFR, Part 26;
- e. The Bidder shall also submit, for each DBE to perform under this contract, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

The “DBE Race-Neutral Participation Listing” information must be submitted on Exhibit D-2, in a sealed envelope, and should be included with the bid submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following bid opening for the Bidder to be deemed responsive.

In the event that the Bidder is not a DBE and/or does not intend to utilize DBEs in the performance of this contract, the Bidder shall indicate “None” under the column entitled “DBE Firm Name” of the “DBE Race-Neutral Participation Listing” (Exhibit D-2) and submit accordingly.

The “DBE Race-Neutral Participation Listing” form content will not be considered in evaluating the bid or determining award of any contract.

2. “Bidders List” (Exhibit D-3)

The U.S. Department of Transportation (DOT) requires the Authority to create and maintain a “Bidders List” containing information about all firms (DBE and non-DBE) that bid, propose or quote on the Authority’s DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Authority’s overall annual DBE goal-setting process. Therefore, the Bidder shall provide the requested information for every firm who submitted a bid, proposal or quote, including the primary Bidder, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Firm’s status as a DBE or non-DBE;
- d. Age of the firm;
- e. Type of services provided by the firm; and
- f. Range of annual gross receipts for the last year.

The “Bidders List” information must be submitted on **Exhibit D-3** and should be included with the bid submittal; however, in the event that the referenced Exhibit is not included, the Exhibit shall be submitted to the Authority no later than 48 hours following bid opening for the Bidder to be deemed responsive.

The “Bidders List” content will not be considered in evaluating the bid or determining award of any contract.

E. DBE Certification

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

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

F. DBE Eligibility and Commercially Useful Function Standards

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

- ii. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- iii. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- iv. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.
- v. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - a. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
 - b. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

G. DBE Crediting Provisions

- i. When a DBE is proposed to participate in the contract, either as a prime Contractor or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If the Contractor is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted.
- ii. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral DBE attainment.
- iii. Contractor is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
 - a. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
 - b. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.

- iv. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
 - a. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
 - b. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
- v. Contractor may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows:
 - a. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - f. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- vi. If the Contractor listed a non-certified DBE 1st tier Subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or

Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

H. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in DOT-assisted contracts. Therefore, Bidders are hereby cautioned against knowingly and willfully using "fronts". The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following field office: FTA Special Agent-in-Charge, 210 Mission Street, Room 2210, San Francisco, CA 94105-1839; Telephone: (415) 744-3133; Fax: (415) 744-2726.

SECTION VI
AGREEMENT

B. AUTHORITY's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance by CONTRACTOR or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve it from responsibility for successfully performing the work without additional expense to AUTHORITY.

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

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

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

CONTRACTOR shall provide all labor, equipment, materials and facilities necessary for all work related to at the AUTHORITY's in strict compliance with all the requirements specified herein and in Exhibit A, entitled "General Provisions"; Addendum No's 1, 2, and 3; Exhibit B, entitled "Project Specifications"; Exhibit C, entitled "List of Drawings"; Exhibit D-1, entitled "List of Subcontractors"; Exhibit D-2, entitled DBE Race-Neutral Participation Listing, Exhibit D-3, entitled Bidders List, Exhibit E,

entitled "Performance Bond"; Exhibit F, entitled "Payment Bond"; Exhibit G, entitled "Guaranty"; and Exhibit H, entitled "Drug Free Work Place Act of 1988"; all of which documents are attached to and, by this reference, incorporated in and made a part of this Agreement. By this reference, also incorporated in and made a part of this Agreement are all applicable provisions of IFB and all representations made by CONTRACTOR in its original bid to AUTHORITY, including, but not limited to, CONTRACTOR's certifications relative to Workers' Compensation Insurance, and compliance with Section 7028.15 of the State of California Business and Professions Code.

ARTICLE 4. DELIVERY / RECOVERY SCHEDULE

A. CONTRACTOR shall fully complete the herein above described work within two hundred forty (240) calendar days from the effective date of written Notice to Proceed (NTP) issued by AUTHORITY. CONTRACTOR shall give AUTHORITY not less than seventy-two (72) hours advance notice of the start of any work. Within five (5) calendar days after said Notice, CONTRACTOR shall provide any construction schedules as may be requested by AUTHORITY.

B. If at any time, the critical path schedule reflects -30 or a greater negative number of days of total float, then CONTRACTOR, within ten days after CONTRACTOR first becomes aware of such schedule delay, shall prepare and submit to AUTHORITY for review and approval a Recovery Schedule demonstrating CONTRACTOR's proposed plan to regain lost schedule progress and to achieve the original contractual milestones in accordance with the Contract. AUTHORITY shall notify CONTRACTOR within ten days after receipt of each such Recovery Schedule whether the schedule is deemed accepted or rejected. Within five days after AUTHORITY's rejection of the schedule, CONTRACTOR will resubmit a revised Recovery Schedule incorporating AUTHORITY's comments. When AUTHORITY accepts CONTRACTOR's Recovery Schedule, CONTRACTOR shall, within five days after AUTHORITY's acceptance, incorporate and fully include such schedule into the Project Schedule and deliver it to AUTHORITY.

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

price.

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

ARTICLE 5. START OF WORK

CONTRACTOR shall incur no costs, and shall not perform or furnish any work, services, materials or equipment under this Agreement, unless and until a written Notice to Proceed has been given to CONTRACTOR by AUTHORITY. Conditions precedent to AUTHORITY issuing said Notice to Proceed are CONTRACTOR furnishing the Exhibit E "Performance Bond," Exhibit F "Payment Bond," Exhibit G "Guaranty," "Certificate of Lower-Tier Participants Regarding Debarment and Suspension," and certificates of insurance as set forth in Article 11 hereunder. CONTRACTOR shall furnish said documents within ten (10) calendar days (excluding Saturdays, Sundays and legal holidays) after notification of contract award from AUTHORITY. Upon receipt of acceptable bonds, guaranty, and insurance certificates, AUTHORITY will within fifteen (15) working days thereafter issue the written Notice to Proceed.

ARTICLE 6. PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provision set forth in Article 8, AUTHORITY shall pay CONTRACTOR the firm fixed sum of _____ Dollars (\$0.00).

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

/

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

ARTICLE 7. PROMPT PAYMENT CLAUSE

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

B. Failure to comply with this provision or delay in payment without prior written approval from AUTHORITY will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a penalty of two (2%) percent of the invoice amount due per month for every month that payment is not made.

C. These prompt payment provisions must be incorporated in all subcontract agreements issued by CONTRACTOR under this Agreement. Each subcontract shall require the subcontractor to make payments to sub-subcontractors and suppliers in a similar manner.

ARTICLE 8. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation hereunder (including obligation for CONTRACTOR 's profit), shall be _____ Dollars (\$0.00), which shall include all amounts payable to CONTRACTOR for its subcontracts, leases,

materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 9. NOTICES

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Sarah L. Strader

Senior Contract Administrator

(714) 560 – 5633; e-mail: sstrader@octa.net

ARTICLE 10. INDEPENDENT CONTRACTOR

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

ARTICLE 11. INSURANCE

A. CONTRACTOR shall procure and continuously maintain in full force and affect through contract completion, insurance coverages specified herein. Coverages shall not be subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

1 1. Commercial General Liability, to include Products/Completed Operations,
2 Independent Contractors', Contractual Liability, and Personal Injury with a minimum limit of \$1,000,000
3 per occurrence and \$2,000,000.00 general aggregate.

4 2. Automobile Liability to include owned, hired and non-owned autos with a combined
5 single limit of \$1,000,000.00 each accident;

6 3. Workers' Compensation with limits as required by the State of California, including
7 waiver of subrogation, in favor of AUTHORITY, its officers, directors, employees and agents.

8 4. Employers' Liability with minimum limits of \$1,000,000.

9 B. Prior to commencement of any work hereof, CONTRACTOR shall furnish to AUTHORITY's
10 Contract Administrator broker-issued insurance certificate, including an insurance company issued
11 endorsement showing the required insurance coverages and further providing that:

12 1. AUTHORITY, its officers, directors, employees and agents must be named as
13 additional insured on Commercial General Liability and Automobile Liability certificates and on the
14 insurance policy endorsement with respect to performance hereunder; and

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

17 3. Thirty (30) days prior written notice of cancellation or material change be given to
18 AUTHORITY.

19 C. "Occurrence," as used herein, means any event or related exposure to conditions, which
20 result in bodily injury or property damage.

21 D. The Certificate of Insurance shall reference Agreement Number C-0-1397; and, Sarah L.
22 Strader, Senior Contract Administrator.

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

25 F. AUTHORITY shall notify CONTRACTOR in writing of any changes in the requirements to
26 insurance required to be provided by CONTRACTOR. Except as set forth in this Article, any additional

cost from such change shall be paid by AUTHORITY and any reduction in cost shall reduce the contract price pursuant to a change order.

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

ARTICLE 12. BONDS

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

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

ARTICLE 13. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its exhibits; (2) the provisions of IFB including all Addendums; (3) the bid submitted to AUTHORITY by CONTRACTOR in response to said IFB; and (4) any other documents, cited herein or incorporated by reference. In the event of conflicting provisions of Exhibit B ("Project Specifications"), and Exhibit C ("List of Drawings"), Project Specifications shall take precedence.

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ARTICLE 14. CHANGES

A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make any change in the general scope of this Agreement, including, but not limited to, changes in the drawings, specifications, schedules (either deceleratory or acceleratory) or any other particular of the specifications or provisions of this Agreement. If any such work suspension or change causes an increase or decrease in the price or time required for performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed. Changes will be made in accordance with the terms as set forth in Exhibit A, "General Provisions," paragraph F, Extra Work and Changes, by written Change Order.

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

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

ARTICLE 15. MODIFICATION PROPOSALS-PRICE BREAKDOWN

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

ARTICLE 16. DISPUTES

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

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

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

ARTICLE 17. TERMINATION FOR CONVENIENCE

A. AUTHORITY may terminate this Agreement for its convenience at any time in whole or in part, by giving CONTRACTOR written notice thereof. AUTHORITY shall terminate by delivering to CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and its effective date. Upon termination, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the

Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 9, herein. Upon receipt of said notification, CONTRACTOR shall immediately proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under this Article, and agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

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

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

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

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

1 terminate CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated
2 damages until the work is completed or accepted.

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

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

12 2. CONTRACTOR, within ten (10) calendar days from the beginning of any such delay,
13 notifies AUTHORITY in writing of the causes of delay. AUTHORITY shall ascertain the facts and the
14 extent of the delay and extend the time for completing the work when, in its judgment, the findings of
15 fact justify such an extension, and its findings of fact shall be final and conclusive on the parties, subject
16 only to appeal as provided in the "Disputes" clause of this Agreement. Any such time extensions will
17 not become effective until approved by AUTHORITY's Engineer in writing. AUTHORITY's Engineer will
18 furnish CONTRACTOR a weekly statement showing the number of calendar days charged to the
19 Agreement for the preceding week, the number of calendar days of time extensions being considered
20 or approved, the number of calendar days originally specified for the completion of this Agreement and
21 the number of calendar days remaining to complete this Agreement, and the extended date for
22 completion thereof.

23 3. Should at any time extensions be included by AUTHORITY's Engineer on the
24 Weekly Statement of Contract Calendar Days, a change order covering the sum total of the time
25 extensions will be issued to CONTRACTOR at periodic intervals during the project.

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

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

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

ARTICLE 19. INDEMNIFICATION

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

ARTICLE 20. ASSIGNMENTS AND SUBCONTRACTS

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

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

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

ARTICLE 21. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of the AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONTRACTOR's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same until AUTHORITY, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 22. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CONTRACTOR is unable, or potentially unable to render impartial assistance or advice to the Authority; CONTRACTOR's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or the CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONTRACTOR.

All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 23. CODE OF CONDUCT

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

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 26. FINISHED AND PRELIMINARY DATA

A. All of CONTRACTOR's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it

shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

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

ARTICLE 27. CIVIL RIGHTS ASSURANCE

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

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

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

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each

potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

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

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

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

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

Race-Neutral DBE Participation

**[INTERNAL NOTE: USE THE FOLLOWING LANGUAGE IF CONTRACTOR HAS PROPOSED
TO UTILIZE DBES IN THE PERFORMANCE OF THE CONTRACT.]**

At the time of contract execution, the Contractor committed to utilize DBE(s) in the performance of this DOT-assisted contract, and further agrees to ensure that DBE subcontractors listed on the ***"DBE Race-Neutral Participation Listing" (Exhibit D-2)*** perform work and/or supply materials in accordance with original commitments, unless otherwise directed and/or approved by the Authority prior to the Contractor effectuating any changes to its race-neutral DBE participation commitment(s) (Refer to Subsection H: "Performance of DBE Subcontractors").

**[INTERNAL NOTE: USE THE FOLLOWING LANGUAGE IF CONTRACTOR HAS NOT PROPOSED TO
UTILIZE DBES IN THE PERFORMANCE OF THE CONTRACT.]**

At the time of contract execution, the Contractor did not commit to utilize DBE(s) in the performance of this DOT-assisted contract. However, in the event DBE(s) are utilized in the performance of this contract, the Contractor shall comply with reporting requirements delineated under Section E: "Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award)".

A. In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Orange County Transportation Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs". The project is subject to these stipulated regulations. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

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

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

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

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

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

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

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

CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used in this section, that is defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations shall prevail.

B. AUTHORITY's New Race-Neutral DBE Policy Implementation Directives: Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, the Authority has implemented a wholly Race-Neutral DBE Program. A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, AUTHORITY does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. CONTRACTOR shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, CONTRACTOR shall adhere to race-neutral DBE participation commitment(s) made at the time of contract award.

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

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

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

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

a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

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

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

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

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

f. Women, regardless of ethnicity or race.

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

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

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

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

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

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

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

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

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

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

b. Economic Disadvantage

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

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

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

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D. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award)

Contractor shall complete and submit the following DBE exhibits (forms) at the times specified: "Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103). If CONTRACTOR is a DBE firm and/or has proposed to utilize DBE firms, CONTRACTOR will be required to complete and submit a Form 103 to AUTHORITY by the 10th of each month until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. CONTRACTOR shall report the total dollar value paid to DBEs for the applicable reporting period. CONTRACTOR shall also report the DBE's scope of work and the total subcontract value of commitment for each DBE reported. CONTRACTOR is advised not to report the participation of DBEs toward CONTRACTOR's race-neutral DBE attainment until the amount being counted has been paid to the DBE. Upon completion of the contract, CONTRACTOR will be required to prepare and submit to the Authority a "Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual DBE race-neutral attainments. CONTRACTOR shall complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

E. DBE Eligibility and Commercially Useful Function Standards: A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent

(30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources: The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>. The CUCP DBE Directory, which may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

F. DBE Crediting Provisions: When a DBE is proposed to participate in the contract, either as a prime Contractor or Subcontractor, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards race-neutral DBE participation. If CONTRACTOR is a DBE joint venture participant, only the DBE proportionate interest in the joint venture shall be counted. If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the subcontracted work may be counted toward race-neutral DBE participation only if the DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral DBE attainment. CONTRACTOR is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows: Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward the prime Contractor's race-neutral DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including: Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract; Fees charged for delivery of material and

supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies; Fees and commissions charged for providing any insurance specifically required in the performance of the Contract. CONTRACTOR may count the participation of DBE trucking companies toward race-neutral DBE attainment, as follows: The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. If CONTRACTOR listed a non-certified DBE 1st tier subcontractor to perform work on this contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE participation on the contract.

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G. Performance of DBE Subcontractors: DBE subcontractors listed by CONTRACTOR in its "DBE Race-Neutral Participation Listing" (Exhibit D-2) submitted at the time of bid shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization from the Authority to perform the work with other forces or to obtain the materials from other sources. CONTRACTOR shall provide written notification to the AUTHORITY in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

H. Additional DBE Subcontractors: In the event CONTRACTOR identifies additional DBE subcontractors or suppliers not previously identified by CONTRACTOR for race-neutral DBE participation under the contract, CONTRACTOR shall notify the Authority by submitting the "Request for Additional DBE Firm" to enable CONTRACTOR to capture all race-neutral DBE participation. CONTRACTOR shall also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

I. DBE Certification Status: If a listed DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a non-DBE subcontractor becomes a certified DBE during the life of the project, the DBE subcontractor shall notify CONTRACTOR in writing with the date of certification. CONTRACTOR shall furnish the written documentation to AUTHORITY in a timely manner.

J. CONTRACTOR's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, CONTRACTOR shall affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, CONTRACTOR shall affirm that they will consider, and utilize subcontractors and vendors, in a manner consistent with non-discrimination objectives.

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ARTICLE 29. PRIVACY ACT

CONTRACTOR shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

ARTICLE 30. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONTRACTOR'S records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONTRACTOR to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

ARTICLE 31. INCORPORATION OF FTA TERMS

All contractual provisions required by DOT, whether or not expressly set forth in this document, as set forth in FTA Circular 4220.1F, as 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 Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AUTHORITY requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

ARTICLE 32. FEDERAL CHANGES

CONTRACTOR shall 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 between the AUTHORITY and FTA, as they may be amended or promulgated from time to time during this Agreement. CONTRACTOR's failure to comply shall constitute a material breach of contract.

ARTICLE 33. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 34. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND ACTS

A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. By execution of this Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. In addition to other penalties that may be applicable, CONTRACTOR acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 35. CONVICT LABOR

In connection with the performance of work under this Agreement, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

ARTICLE 36. NOTICE OF LABOR DISPUTE

Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, CONTRACTOR shall immediately notify and submit all relevant

information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

ARTICLE 37. LIQUIDATED DAMAGES

If CONTRACTOR fails to complete the work within the time specified in Article 4 of this Agreement, or any AUTHORITY authorized extension thereof, the actual damage to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to AUTHORITY as fixed, agreed-to liquidated damages for each calendar day of delay the sum of Four Hundred Dollars (\$400.00). Alternatively, AUTHORITY may terminate this Agreement in whole or in part as provided in Article 17 of this Agreement, and in that event, CONTRACTOR shall be liable, in addition to the excess costs provided in Article 17 of this Agreement, for such liquidated damages accruing until such time as AUTHORITY may reasonably obtain delivery or performance of similar supplies or services from a different source. CONTRACTOR shall not be charged with liquidated damages when the delay is determined to be excusable in accordance with Article 59 hereunder. AUTHORITY shall ascertain the facts and extent of the delay and shall extend the time for performance of the Agreement when in its judgment, the findings of fact justify an extension.

ARTICLE 38. WARRANTY

A. In addition to any other warranties set forth in this Agreement, whether expressed or implied, CONTRACTOR warrants that (1) all work performed under this Agreement conforms to the requirements herein and is free of any defect of equipment, material or design furnished, or workmanship performed by CONTRACTOR or any of its subcontractors or suppliers at any tier; (2) The project shall fit for use for the intended function; and (3) all work shall meet all of the requirements of this Agreement. Such warranty shall continue for a period of one (1) year from AUTHORITY's acceptance as shown in Article 40 hereunder. Under this warranty, CONTRACTOR shall remedy at its own expense any such failure to conform or correct any such defect. In addition, CONTRACTOR shall

remedy at its own expense any damage to AUTHORITY and/or DISTRICT owned or controlled real or personal property, when that damage is the result of CONTRACTOR's failure to conform to Agreement requirements or any such defect of equipment, material, workmanship or design. CONTRACTOR shall also restore any work damaged in fulfilling the terms of this clause. CONTRACTOR's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

B. AUTHORITY shall notify CONTRACTOR in writing within a reasonable time after the discovery of any failure, defect or damage. CONTRACTOR has seven days from receipt of notice from AUTHORITY to respond to AUTHORITY's notification and indicate how CONTRACTOR will remedy the failure, defect, or damage. If AUTHORITY is not satisfied with the remedy proposed by CONTRACTOR, CONTRACTOR and AUTHORITY shall meet and mutually agree when and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate corrective action, CONTRACTOR shall implement such action, as it deems necessary and shall notify AUTHORITY in writing of the urgency of a decision and action taken. CONTRACTOR and AUTHORITY shall, then promptly meet in order to agree on a remedy. If CONTRACTOR and AUTHORITY fail to agree on the remedy within a five-day period, AUTHORITY, after notice to CONTRACTOR, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by CONTRACTOR.

C. Should CONTRACTOR fail to remedy any failure, defect or damage described in paragraph A above within a reasonable time after receipt of notice thereof, AUTHORITY shall have the right to replace, repair or otherwise remedy such failure, defect or damage at CONTRACTOR's expense and CONTRACTOR shall be liable for all damages, including, but not limited to, actual or consequential damages and cost of any suit to enforce AUTHORITY's rights hereunder, including reasonable attorney's fees.

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D. In addition to the other rights and remedies provided by this clause, all subcontractors, manufacturers, and suppliers' warranties, expressed or implied, respecting any work and materials furnished hereunder, shall, at the direction of AUTHORITY, be enforced by CONTRACTOR for the benefit of AUTHORITY. In such case if CONTRACTOR's warranty under paragraph A above has expired, any suit directed by AUTHORITY shall be at the expense of AUTHORITY. CONTRACTOR shall obtain any warranties, which the subcontractors, manufacturers or suppliers would give in normal commercial practice.

E. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be executed in writing to AUTHORITY.

F. Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of CONTRACTOR or its subcontractors or suppliers at any tier, CONTRACTOR shall not be liable for the repair of any defects of material or design furnished by AUTHORITY nor for the repair of any damage which results from any such defect in AUTHORITY furnished material or design.

G. The warranty specified herein shall not limit AUTHORITY's rights under the Inspection and Acceptance clause of this Agreement with respect to latent defects, gross mistakes or fraud.

H. Defects in design or manufacture of equipment specified by AUTHORITY on a "brand name and model" basis shall not be included in this warranty. CONTRACTOR shall require any subcontractors, manufacturers or suppliers thereof to execute their warranties in writing directly to AUTHORITY.

I. Any disagreement between AUTHORITY and CONTRACTOR relating to this section shall be subject to dispute resolution in accordance with Article 16.

ARTICLE 39. GENERAL WAGE RATES

A. All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the

time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor Code of the state of California, commencing at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONTRACTOR or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONTRACTOR upon request. CONTRACTOR shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the Labor Code of the state of California, the Federal Contract Work Hours and Safety Standards Act, (40 U.S.C. 327-333), and the Copeland regulations of the Secretary of Labor (29 CFR 3), which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records and apprenticeship employment and regulation program. CONTRACTOR agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

ARTICLE 40. INSPECTION AND ACCEPTANCE

A. All work (which term includes but is not restricted to materials, equipment, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by AUTHORITY at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of AUTHORITY and shall not relieve CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with requirements of this Agreement. No inspection or test by AUTHORITY or its representative shall be construed as constituting or implying acceptance. Inspection or test shall not relieve CONTRACTOR of responsibility for damage to or loss

1 of the material prior to acceptance, nor in any way affect the continuing rights of AUTHORITY after
2 acceptance of the completed work under the terms of paragraph F of this Article, except as herein
3 above provided.

4 B. CONTRACTOR shall, without charge, replace any material or correct any workmanship
5 found by AUTHORITY not to conform to the requirements of this Agreement, unless in the public
6 interest AUTHORITY consents to accept such material or workmanship with an appropriate adjustment
7 in the price of this Agreement. CONTRACTOR shall promptly segregate and remove rejected material
8 from the premises.

9 C. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor,
10 equipment and material reasonably needed for performing such safe and convenient inspection and
11 test as may be required by AUTHORITY. All inspections and tests by AUTHORITY shall be performed
12 in such manner as to not unnecessarily delay the work. AUTHORITY reserves the right to charge to
13 CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at
14 the time specified by CONTRACTOR for inspection or test or when reinspection or retest is
15 necessitated by prior rejection.

16 D. If CONTRACTOR does not promptly replace rejected material or correct rejected
17 workmanship, AUTHORITY (1) may, by Agreement or otherwise, replace such material or correct such
18 workmanship and charge the cost thereof to CONTRACTOR, or (2) may terminate CONTRACTOR's
19 right to proceed in accordance with the clause of this Agreement entitled "Termination for Default."

20 E. Should it be considered necessary or advisable by AUTHORITY at any time before
21 acceptance of the entire work to make an examination of work already completed, by removing or
22 tearing out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and
23 material. If such work is found to be defective or nonconforming in any material respect, due to the fault
24 of CONTRACTOR or its subcontractors, CONTRACTOR shall pay all costs of such examination and of
25 satisfactory reconstruction. If, however, such work is found to meet the requirements of this
26 Agreement, an equitable adjustment shall be made in the Agreement price to compensate

CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall in addition, be granted a suitable extension of time.

F. Unless otherwise provided in this Agreement, acceptance by AUTHORITY shall be made as promptly as practicable after completion and inspection of all work required by this Agreement, or that portion of the work that AUTHORITY determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards AUTHORITY's rights under the warranty provisions set forth herein.

ARTICLE 41. MATERIAL AND WORKMANSHIP

A. Unless otherwise specifically provided in this Agreement, all equipment, material, and articles incorporated in the work covered by this Agreement are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Agreement, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and CONTRACTOR may, at its option, use any equipment, material, article or process which, in the judgment of AUTHORITY, is equal to that named. CONTRACTOR shall furnish to AUTHORITY for its approval the name of the manufacturer, the model number and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment, which CONTRACTOR contemplates incorporating in the work. When required by this Agreement or when called for by AUTHORITY, CONTRACTOR shall furnish AUTHORITY, for approval, full information concerning the material or articles, which it contemplates incorporating in the work. When so directed, samples shall be submitted for approval at CONTRACTOR's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.

B. All work under this Agreement shall be performed in a skillful and workmanlike manner. Notwithstanding the provisions of Article 3 hereof, AUTHORITY may, in writing, require CONTRACTOR

to remove from the work any employee AUTHORITY deems incompetent, careless or otherwise objectionable.

ARTICLE 42. NON-CONFORMING WORK

A. Nonconforming work rejected by AUTHORITY shall be removed and replaced so as to conform to the requirements of this Agreement, at CONTRACTOR's cost and without a time extension; and CONTRACTOR shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that AUTHORITY may not have discovered the nonconforming Work shall not constitute an acceptance of such nonconforming Work. If CONTRACTOR fails to correct any nonconforming work within ten days of receipt of notice from AUTHORITY requesting correction, or if such nonconforming work cannot be corrected within ten days, and CONTRACTOR fails to (1) provide to AUTHORITY a schedule for correcting any such nonconforming work acceptable to AUTHORITY within such ten-day period, (2) commence such corrective work within such ten-day period and (3) thereafter diligently prosecute such correction in accordance with such approved schedule to completion, then AUTHORITY may cause the nonconforming work to be remedied or removed and replaced and may deduct the cost of doing so from any moneys due or to become due CONTRACTOR and/or obtain reimbursement from CONTRACTOR for such cost.

B. If AUTHORITY agrees to accept any Nonconforming Work without requiring it to be fully corrected, AUTHORITY shall be entitled to reimbursement of a portion of the Contract Price in an amount equal to the greater of the amount deemed appropriate by AUTHORITY to provide compensation for future maintenance and/or other costs relating to the Nonconforming Work, or 100% of CONTRACTOR's cost savings associated with its failure to perform the Work in accordance with Contract requirements. Such reimbursement shall be payable to AUTHORITY within ten days after CONTRACTOR's receipt of an invoice thereof. CONTRACTOR acknowledges and agrees that AUTHORITY shall have sole discretion regarding acceptance or rejection of Nonconforming Work and that AUTHORITY shall have sole discretion with regard to the amount payable in connection therewith.

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ARTICLE 43. CONTRACTOR INSPECTION SYSTEM

CONTRACTOR shall maintain an adequate inspection system and perform such inspections as will assure that the work performed under this Agreement conforms to the specified requirements, and shall maintain and make available to AUTHORITY adequate records of such inspections.

ARTICLE 44. SUPERINTENDENCE BY CONTRACTOR

CONTRACTOR, at all times during performance and until the work is completed and accepted, shall give its personal superintendence to the work or have on the work a competent superintendent, satisfactory to AUTHORITY and with authority to act for and on behalf of CONTRACTOR.

ARTICLE 45. OTHER CONTRACTS

AUTHORITY may undertake or award other agreements for additional work, and CONTRACTOR shall fully cooperate with such other CONTRACTOR's and AUTHORITY's employees and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 46. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power and roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Agreement. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty or cost of successfully performing the work.

AUTHORITY assumes no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 47. DIFFERING SITE CONDITIONS

A. CONTRACTOR shall immediately, and before such conditions are disturbed, notify AUTHORITY in writing of: (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Agreement, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. AUTHORITY will investigate the conditions within three business days of receipt of notification, and if it finds that such conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing accordingly.

B. No claim of CONTRACTOR under this Article shall be allowed unless CONTRACTOR has given the written notice required above; no claim by CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

ARTICLE 48. SEISMIC SAFETY REQUIREMENTS

CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in DOT's Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. CONTRACTOR shall ensure that all work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

ARTICLE 49. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the

procurement of the items designated in subpart B of 40 CFR Part 247. CONTRACTOR agrees to include this requirement in all of its subcontracts.

ARTICLE 50. ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

ARTICLE 51. CLEAN AIR

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in each subcontract exceeding \$100,000.

ARTICLE 52. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in each subcontract exceeding \$100,000.

ARTICLE 53. ALCOHOL AND DRUG POLICY

A. CONTRACTOR agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit H. CONTRACTOR agrees to produce any documentation necessary to establish its compliance with section 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 54. TRANSPORTATION OF EQUIPMENT, MATERIALS OR COMMODITIES BY OCEAN VESSEL

A. CONTRACTOR shall utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. CONTRACTOR shall furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipping originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described in paragraph A of this Article to AUTHORITY (through the prime CONTRACTOR in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.

ARTICLE 55. OPERATIONS AND STORAGE AREAS

A. All operations of CONTRACTOR (including storage of materials and equipment) upon AUTHORITY and/or DISTRICT-owned premises shall be confined to areas authorized or approved by AUTHORITY. CONTRACTOR shall hold AUTHORITY and its officers and agents free and harmless from liability of any nature occasioned by CONTRACTOR's operations.

B. CONTRACTOR shall, under regulations prescribed by AUTHORITY, use only established roadways or construct and use such temporary roadways as may be authorized by AUTHORITY. Where materials are transported in the prosecution of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by CONTRACTOR and any damaged roads, curbing or sidewalks shall be repaired by, or at the expense of, CONTRACTOR.

ARTICLE 56. BUY AMERICA

A. CONTRACTOR is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a) and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this Project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

B. A Certificate of Compliance, conforming to the provisions of this Article shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions listed herein.

C. The requirements imposed by law and regulations do not prevent a minimal use of foreign steel and iron materials of the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. CONTRACTOR shall furnish the AUTHORITY acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials in the work.

ARTICLE 57. FLY AMERICA REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipient of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of

necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 58. PROTECTION OF VEGETATION, UTILITIES, IMPROVEMENTS

A. CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by AUTHORITY.

B. CONTRACTOR shall protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to it, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Agreement or the failure to exercise reasonable care in the performance of the work. If CONTRACTOR fails or refuses to repair any such damage promptly, AUTHORITY may have the necessary work performed and charge the cost to CONTRACTOR.

ARTICLE 59. CLEANING UP

A. CONTRACTOR shall at all times keep the construction area, including storage areas used by it, free from accumulations of waste material or rubbish, and prior to completion of the work remove any rubbish from DISTRICT owned premises and all tools, scaffolding, equipment and materials not the property of AUTHORITY or DISTRICT. Upon completion of the construction, CONTRACTOR shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to AUTHORITY.

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B. After completion of all work on the project, and before making application for acceptance of the work, CONTRACTOR shall clean the construction site, including all areas under the control of AUTHORITY or DISTRICT, that have been used by CONTRACTOR in connection with the work on the project and remove all debris, surplus material and equipment, and all temporary construction or facilities of whatever nature, unless otherwise approved by AUTHORITY. Final acceptance of the work by AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

C. Full compensation for conforming to the provisions in this Article, not otherwise provided for, shall be considered as included in price of this Agreement and no additional compensation will be allowed therefore.

ARTICLE 60. USE AND POSSESSION TO COMPLETION

AUTHORITY shall have the right to take possession of or use any completed or partially completed part of the work. Prior to such possession or use, AUTHORITY shall furnish CONTRACTOR an itemized list of work remaining to be performed or corrected on such portions of the project as are to be possessed or used by AUTHORITY, provided that failure to list any item of work shall not relieve CONTRACTOR of responsibility for compliance with the terms of this Agreement. Such possession or use shall not be deemed an acceptance of any work under this Agreement. While AUTHORITY has such possession or use, CONTRACTOR shall be relieved of the responsibility for the loss or damage to the work resulting from AUTHORITY's possession or use. If such prior possession or use by AUTHORITY delays the progress of the work or causes additional expense to CONTRACTOR, an equitable adjustment in the Agreement price or the time of completion will be made and the Agreement shall be modified in writing accordingly.

ARTICLE 61. PROHIBITED INTERESTS

A. CONTRACTOR covenants that, for the term of this Agreement, no director, officer or employee of AUTHORITY, during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegates to the Congress of the United States shall have any interest, direct or indirect, in this Agreement or the benefits thereof.

ARTICLE 62. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-0-1397 to be executed on the date first above written.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____

By _____

License No:

Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By _____

Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____

Darrell Johnson
Executive Director, Rail Programs

Date _____

SECTION VI

GENERAL PROVISIONS - EXHIBIT A

SECTION VI GENERAL PROVISIONS

A. COST BREAKDOWN

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

B. PROGRESS PAYMENTS

1. The AUTHORITY, no later than the 25th day of each month, shall prepare a progress payment estimate based on the estimated percentage of completion of each Bid Item and on the CONTRACTOR's actually incurred allowable expenses on such Bid Items. The AUTHORITY will issue the progress payment, in the amount it deems appropriate, by approximately the 15th day of the following month.
2. For purposes of calculating the progress payments, AUTHORITY will use the cost breakdown submitted by the CONTRACTOR for each Bid Item at the start of this Agreement. In no event will the AUTHORITY make a progress payment that, when added to the prior progress payments, amounts to a sum more than the CONTRACTOR's actual aggregate incurred expenses, adjusted to include CONTRACTOR's overhead and profit as allocated to such incurred expenses.
3. The AUTHORITY will pay only 90% of each progress payment amount as determined above, retaining 10% as part security for the fulfillment of this Agreement by the CONTRACTOR. The AUTHORITY may, at its sole discretion, reduce this retention to 5% upon CONTRACTOR's completion of 50% of the work required by this Agreement.
4. The amount retained in accordance with paragraph B.3., hereinabove from the progress payments will be paid in full to the CONTRACTOR as part of the final payment upon CONTRACTOR's full completion of this Agreement, except that ¼ of 1% of this Agreement's total price shall be retained for one (1) year beyond the date of the Notice of Completion filed for this Agreement as partial security for fulfillment of the warranty obligations by the CONTRACTOR under this Agreement.

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

C. FINAL INSPECTION AND ACCEPTANCE

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

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

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

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

Substantial Completion is defined herein as; In the opinion of the AUTHORITY, that Work or portion thereof that is sufficiently complete and in accordance with

the Contract, that it can be utilized by the AUTHORITY for the purpose for which it was intended. A determination of Substantial Completion does not waive, but may not require the prior completion of minor items, which do not impair the AUTHORITY'S ability to safely occupy and utilize the Work for its intended purpose.

D. CLAIMS

CONTRACTOR is required to submit a written claim within ten (10) days after the event or occurrence first giving rise to the potential claim, or in the event of a denial of a request for change by the AUTHORITY. All claims shall include a detailed factual statement; including names, dates and specific events that took place. In addition, all claims shall include supporting documents in support of the claim, a detailed analysis of a request for a time extension, if applicable, and a detailed breakdown of a request for additional compensation. A revised construction schedule shall also be included identifying the impact of the delays, including proposals to minimize any of the impacts.

AUTHORITY shall respond in writing to a claim within forty-five (45) days of receipt of claim. Within thirty (30) days of receipt of claim, AUTHORITY, if necessary, may request additional documentation in support of said claim. If additional documentation is requested, AUTHORITY shall respond in writing to the claim within fifteen (15) days after receipt of additional documentation.

Claims filed by the CONTRACTOR shall be in sufficient detail to enable the AUTHORITY to ascertain the basis and amount of said claims. The AUTHORITY will consider and determine the CONTRACTOR's claims, and it will be the responsibility of the CONTRACTOR to furnish within a reasonable time such further information and details as may be required by the AUTHORITY to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying the claim.

Claims submitted by the CONTRACTOR shall be accompanied by a notarized certificate containing the language listed below. Failure to submit the notarized certificate will be cause for denying the claim.

Certificate

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

(Name)

(Title)

(Company)

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

Dated: _____

Signature: _____

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

Notary Public

My Commission Expires: _____

E. FINAL PAYMENT

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

final estimate submitted to the CONTRACTOR; and 35 days after the date of filing the Notice of Completion AUTHORITY will pay the entire sum found to be due. Such final estimate and payment thereon shall be conclusive and binding against the CONTRACTOR on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

3. If the CONTRACTOR within said period of 15 days files claims, AUTHORITY will issue a semi-final estimate in lieu of the final estimate submitted to the CONTRACTOR; and 35 days after the date of filing of the Notice of Completion, the AUTHORITY will pay the sum found to be due. Such semi-final estimate and payment thereon shall be conclusive and binding against the CONTRACTOR on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided.
4. Upon final determination of any outstanding claims, the AUTHORITY shall then make and issue a final estimate in writing and within 30 days thereafter, the AUTHORITY will pay the entire sum, if any, found due. Such final estimate shall be conclusive and binding against the CONTRACTOR on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

F. EXTRA WORK AND CHANGES

1. New and unforeseen work, which in the judgment of the AUTHORITY is found necessary or desirable for the satisfactory completion of the work, will be classified as extra work, as well as work specifically designated as such in the plans or specifications. The CONTRACTOR shall do such extra work and furnish material and equipment therefore as directed by the Engineer in writing by a change order. No extra work will be paid for or allowed unless the same was done upon written change order of the Engineer and after all legal requirements have been complied with. The CONTRACTOR agrees that he will accept as full compensation for extra work, so ordered, an amount to be determined by one of the following methods:
 - a. A price mutually agreed upon in writing by the Engineer and CONTRACTOR (hereafter Agreed Price).
 - b. Force Account as hereafter provided.
2. It is mutually agreed that on the agreed price, the CONTRACTOR and subcontractor(s) shall add not more than a total markup of 20% to be divided between the CONTRACTOR and subcontractor(s) as full compensation for all other expenses including overhead, profit, bond, superintendence, insurance and small tools.

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

- a. Materials

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

- b. Labor

1. The actual wages paid as shown on the certified copies of Contractor's payroll, for all labor directly engaged in the work and including the cost of any compensation insurance paid for by the CONTRACTOR, subsistence and travel allowance aid to such workmen as required by collective bargaining agreements plus not more than twenty percent (20%).
2. To the actual wages as described in 1 above will be added a labor surcharge of not more than seventeen percent (17%), and shall constitute full compensation for all other payments, including payments imposed by State and Federal laws.

- c. Equipment

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

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

4. A contract change order approved by AUTHORITY may be issued to the CONTRACTOR at any time. Should the CONTRACTOR disagree with any terms or conditions set forth in the contract change order, the CONTRACTOR shall submit a written protest to the AUTHORITY within 15 days after the receipt of the contract change order. The protest shall state the points of disagreement and, if possible, the contract specification references, quantities and costs involved. If a written protest is not submitted within the above period, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such

unprotested approved contract change orders will be considered as executed contract change orders.

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

G. ACCELERATION

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

H. VALUE ENGINEERING

AUTHORITY encourages the CONTRACTOR to submit Value Engineering Proposals (VEP's) whenever it identifies areas and/or instances in which improvements can be made, in order to avail the AUTHORITY of potential cost savings. CONTRACTOR and the AUTHORITY will share any savings in the manner described below.

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

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

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

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

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

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

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

1. CONTRACTORS cost means reasonable costs incurred by the Contractor in preparing the VEP and making the change.
2. AUTHORITY'S costs means reasonable costs incurred by the AUTHORITY for evaluating and implementing the VEP.
3. CONTRACTOR is not entitled to share in either concurrent, collateral or future contract savings. Collateral savings are those measurable net

reductions in the AUTHORITY'S costs of operation that result from the VEP. Concurrent savings cover the reductions in the cost of performance of other contracts.

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

I. STOP NOTICES

The AUTHORITY, at its sole discretion, may, at any time, retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 3196 et. seq. of the California Civil Code.

J. ORDER OF WORK

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

K. LABOR PROVISIONS

1. Prevailing Wages

Contractor shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the Labor Code and all applicable federal requirements respecting prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the Contractor and subcontractors shall not pay less than the higher wage rate. The DIR will not accept lower state wage rates not specifically included in the Federal minimum wage determination.

2. Minimum Wages

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally, and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts due at time of payment computed at wage rates not less than those specified in the General Wage Determinations referenced in this section regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or cost reasonably anticipated under the Labor Code of the State of California on behalf of laborers or mechanics are considered wages paid by such Laborers or mechanics. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds

or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

- b. AUTHORITY shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the General Wage Determinations and which is to be employed under this Contract, shall be classified conformably to such wage determinations. In the event the AUTHORITY does not concur in the Contractor's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by the recommendation of the AUTHORITY, shall be referred to the State Director of Industrial Relations for determination.
- c. AUTHORITY shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the AUTHORITY, shall be referred to the State Director of Industrial Relations for determination.
- d. All disputes concerning the payment of wages or the classification of workers under this Agreement shall be promptly reported to the AUTHORITY.

3. Deductions

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

- a. Any AUTHORITY or third party claims or losses for which CONTRACTOR is responsible hereunder or any Liquidated Damages which have accrued as of the date of the application for payment;
- b. If a notice to stop payment is filed with AUTHORITY, due to the CONTRACTOR's failure to pay for labor or materials used in the work, money due for such labor or materials, plus the 25% prescribed by law, will be withheld from payment to the CONTRACTOR. In accordance with Section 3196 of the Civil Code, AUTHORITY may accept a bond by a corporate surety in lieu of withholding payment;
- c. Any sums expended by or owing to AUTHORITY as a result of CONTRACTOR's failure to maintain the as-built drawings;
- d. Any sums expended by AUTHORITY in performing any of the CONTRACTOR's obligations under the Contract which CONTRACTOR has failed to perform; and
- e. Any other sums which AUTHORITY is entitled to recover from CONTRACTOR under the terms of the CONTRACT.

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

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

4. Payrolls and Basic Records

- a. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name, address and social security number of each such worker, the correct classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid.
- b. The Contractor will submit weekly a copy of all payrolls to the AUTHORITY as required in these "Labor Provisions." The copy shall be accompanied by a statement signed by the employer or its agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the State Director of Industrial Relations and that the classifications as set forth for each laborer or mechanic conform to the work performed. A submission of the "Weekly Statement of Compliance," which is required under this Contract, shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standard clauses of the contract available for the inspection by authorized representatives of the AUTHORITY, and will permit such representatives to interview employees during working hours on the job.

5. Apprentices and Trainees

- a. Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program as defined in section 1777.5 of the Labor Code of the State of California. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the State Director of Industrial Relations for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the AUTHORITY or the State Director of Industrial Relations written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates

(expressed in percentages of the journeyman's rate contained in the applicable wage determination).

- b. Trainees: Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to or individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal Employment Opportunity: The utilization of apprentices and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR, Part 30.

6. Compliance With Copeland Regulations (29 CFR, Part 3)

The Contractor shall comply with the Copeland Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

7. Contract Termination; Debarment

A breach of item 1 through 6 may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

8. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of 8 hours a

day or 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 8 hours a day or 40 hours in such work week.

9. Violation; Liability for Unpaid Wages

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

10. Withholding for Liquidated Damages

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

11. Final Labor Summary

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

12. Final Certificate

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

The undersigned, Contractor on

(Contract No.)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by the Contractor or by a subcontractor performing work under the contract on

the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

Signature and Title

13. Notice to the Authority of Labor Dispute

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

14. Disputes Clause

- a. All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the Authority for its referral to DOT for decision or, at the option of the Authority, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor, as the case may be, shall be final.
- b. All questions relating to the application or interpretation of the Copeland Act, the Contract Work Hours Standards Act, the Davis-Bacon Act, or Section 13 of the Act shall be sent to the Federal Transit Administration (FTA) for referral to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

15. Convict Labor

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person-undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

16. Insertion in Subcontracts

The Contractor shall set forth in item 1 through 15 of this Section so that all of the provisions of this section will be inserted in all construction subcontracts of any tier, and such other clauses as the Government may by appropriate instructions require.

17. Certified Payrolls

- a. The Authority shall obtain from the Contractor and each

subcontractor a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Following a review by the Authority for compliance with State and Federal labor laws, the payroll copy shall be retained at the project site for later review by FTA.

- b. Contractor may use the Department of Labor Form WH-347, "Optional Payroll Form," which provides for all the necessary payroll information and certifications.
- c. If, on or before the 20th of the month, the Contractor has not submitted satisfactory payrolls covering its work and the work of all subcontractors for all payroll periods ending on or before the 6th of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to 10% (but not less than \$1,000 or more than \$10,000) shall be deducted from the estimate. Deductions will be made separately for each estimate period in which a new delinquency appears and will be continued until payrolls have been submitted.
- d. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Authority that their employment is pursuant to an approved program and shall identify the program.

L. TIME EXTENSION/DELAYS

1. Contractor may be granted an extension of time for any portion of a delay in completion of the work due to acts of God, the public enemy, wars, civil unrest, fires, quarantine restrictions, or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from an act or omission by the Contractor, (2) Contractor has taken reasonable precautions to prevent further delays owing to such causes, and (3) Contractor notifies AUTHORITY in writing of the cause(s) for the delay within ten (10) days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.
2. An extension of time will not be granted for a delay described in the above paragraph(s) caused by a shortage of materials, except if materials are furnished by AUTHORITY, unless the Contractor supplies the AUTHORITY with documented proof that every effort to obtain the materials from all known sources that (a) such materials could have been obtained only at exorbitant

prices or (b) the prices were entirely inconsistent with current rates, taking into account the quantities; and (c) such facts could not have been known or anticipated at the time the Notice To Proceed was issued. Contractor shall also submit proof, that the inability to obtain such materials when originally planned, did in fact, cause a delay in completion of the work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of material will be considered as a basis for an extension of time.

3. An extension of time for weather more severe than normal shall be granted only to the extent the work is actually delayed as determined by the AUTHORITY. Normal is defined as the monthly average of the temperature and rainfall wherein the work was performed for the prior 20 years before the execution of the contract.
4. In the event Contractor is actually and necessarily delayed by an act or omission on the part of the AUTHORITY, as determined by the AUTHORITY, the Contractor shall notify the AUTHORITY in writing within five (5) days from the beginning of any such delay. The time for completion of the work may be extended at the sole discretion of the AUTHORITY.
5. Within 30 days after the last day of delay, Contractor shall provide AUTHORITY with detailed information concerning the circumstances of the delay, the number of days actually delayed, and the measures taken to minimize or prevent the delay. Failure to submit information shall be sufficient reason to deny the claim. AUTHORITY shall ascertain the facts and the extent of the delay; and provide the Contractor its written findings, which will be final and conclusive. Except for the additional compensation for herein and except as provided in Public Contract Code Section 7102, Contractor shall have no claim for damages or compensation for any delay or hindrance.
6. No extension of time will be granted for any AUTHORITY caused delay or delay as defined in which (a) the performance of work would have been concurrently delayed by Contractor induced causes, including but not limited to an act or omission of the Contractor, or (b) remedies are included or excluded by any other contract provision. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. Should the Contractor be delayed at any time for any period by two or more of the causes specified in this article, Contractor shall only be entitled to one time extension for the entire delay.
7. Any time extension granted to Contractor shall not release the Contractor or surety from its obligations. Work shall continue and be carried on in accordance with the contract provisions, unless formally suspended or terminated by the AUTHORITY.

M. NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to the employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The 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 advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order, of the Secretary of Labor, or as otherwise provided by

law.

6. The Contractor will include the provisions of this Paragraph ("Nondiscrimination") in every subcontract or purchase order entered into under this Agreement unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
7. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because he has filed any complaints or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

N. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Contractor agrees to comply with and ensure compliance by all subcontractors with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d; 49 U.S.C. §5332 and Department of Transportation Regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21.

O. AFFIRMATIVE ACTION

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

The Authority is required to submit the completed forms to FTA by the 10th of each month.

The reporting period shall be for each calendar month.

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

If the form is not received by the 5th of the month, a deduction of 10% (with a

minimum of \$1,000 and a maximum of \$10,000) will be withheld from the monthly estimate at the option of the Authority.

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

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates AUTHORITY;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes persons who are citizens or lawful permanent residents of the United States and are one of the following:
 1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, Portuguese American or other Spanish culture or origin, regardless of race);
 3. Asian and Pacific Islanders (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);
 4. American Indians and Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);
 5. Women regardless of ethnicity.

2. In order for the nonworking training hours of apprentices to be counted in meeting the goals, such apprentices must be employed by the Contractor during the apprenticeship period, and the Contractor must have made a commitment to employ the apprentices at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
3. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of disadvantaged and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and disadvantaged or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a disadvantaged person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded

the Contractor's efforts to meet its obligations.

- e. Develop on-the-site-training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 3.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractors' recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening, procedures and tests to be used in the selection

process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R., Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities, and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, working assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations or offers for subcontracts from disadvantaged and female construction contractors and suppliers, including circulation of solicitations, to disadvantaged and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
4. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (3. (a) through (p)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3. (a) through (p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, make a good faith effort to meet its individual goals and timetables, and can provide access to

documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's failure if such a group to fulfill an obligation, shall not be a defense for the Contractor's noncompliance.

5. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order 11246 if a specific minority group of women is underutilized.)
6. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
7. The Contractor shall not enter into any subcontract with a person or firm debarred from Government contracts pursuant to Executive Order 11246.
8. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
9. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.
10. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of

changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree of existing records satisfy this requirement, Contractor shall not be required to maintain separate records.

11. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Q. GOVERNMENT INSPECTIONS

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

R. LICENSING, PERMITS AND INSPECTION COSTS

1. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, the County of Orange, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Further, CONTRACTOR warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. CONTRACTOR further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. CONTRACTOR shall notify the AUTHORITY immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Agreement.
2. CONTRACTOR shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

S. HAZARDOUS SUBSTANCES

1. CAL-OSHA Requirements

All flammable, corrosive, toxic or reactive materials being bid must have a complete CAL-OSHA Material Safety Data Sheet accompanying the

submitted bid.

2. Notice of Hazardous Substances

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

- a. adhesives, sealant, patching and coating products
- b. antifreeze, coolants
- c. cleaners, detergents
- d. paints, thinners, solvents
- e. pesticides, petroleum products (diesel and unleaded fuel, oil products)
- f. printing, photocopying materials
- g. propane welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

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

T. CHANGES IN FEDERAL LAWS AND REGULATIONS

Contractor shall 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 between the Orange County Transportation Authority and FTA that funds any part of this Contract, as they may be amended or promulgated from time to time during the Contract. Contractor's failure to so comply shall constitute a material breach of contract.

U. MEDIA AND THE PUBLIC

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

V. COORDINATION AND ACCESS

AUTHORITY may undertake or award other contracts for additional work at the project site. Contractor is responsible for coordinating its work with the work of other contractors as appropriate. The Contractor acknowledges that they do not have any exclusive access to the site or other work areas. AUTHORITY may require that certain facilities and areas be used concurrently by the Contractors

and others. Contractor shall cooperate fully with AUTHORITY contractors/consultants that may be performing work in the construction area.

W. UTILITIES RELATED DELAYS

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

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

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

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

X. UTILITIES AND SUBSURFACE STRUCTURES

CONTRACTOR shall protect from damage utility and other subsurface structures that are to remain in place, be installed, relocated or otherwise rearranged (as

used herein, rearranged includes installation, relocation, alteration or removal).

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

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in the special provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans or in the special provisions. Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in the special provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.

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

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

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

extra work as provided in Section F.

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

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

Contractor shall immediately notify the AUTHORITY of any delays to the Contractor's operations as a direct result of underground utilities or other structures which were not indicated on the plans or in the special provisions or were located in a position substantially different from that indicated on the plans or in the special provisions, (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered utilities related delays within the meaning of Section X., Utilities Related Delays and compensation for the delay will be determined in conformance with the provisions in Section M. Contractor shall be entitled to no other compensation for that delay.

Y. LOCATION OF UNDERGROUND FACILITIES (OFFSITE WORK ONLY)

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

Z. UNFORESEEN HAZARDOUS OR REGULATED MATERIALS

All known hazardous or regulated materials are indicated in the contract documents. If material that is not indicated in the contract documents is encountered that may be dangerous to human health upon disturbance during

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

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

SECTION VIII
PROJECT SPECIFICATIONS - EXHIBIT B

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DIVISION 14

SECTION 14241	ELEVATORS UPGRADES
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**OCTA – ELEVATOR UPGRADES
AT OCTA BUS BASES**

SECTION 01000

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

Work of this contract includes furnishing all labor, materials, tools, and equipment to complete the work as specified herein, for the Upgrade of trh Elevators at Anaheim, Garden Grove, and Irvine (Sand Canyon) Bus Bases. The work consists of upgrades of the elevator, and associated work of building improvements affected by the Elevator upgrade work at the OCTA Anaheim Bus Base Maintenance and Operations building, located at 1717 E. Via Burton, Anaheim, CA 92806, Garden Grove Bus Base Maintenance building, Located at 11790 Cardinal Circle, Garden Grove, CA 92843, and the Irvine Bus Base Maintenance building located at 14736 Sand Canyon Avenue, Irvine, CA 92618. The work includes, but is not limited to replacement of the existing control system with a microprocessor based control sytem, modifying the door operating mechanism to work with the new control system, and associated improvements affected by the elevator upgrade work.

1.2 INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail, and only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

1.3 PERMITS AND LICENSES

The Contractor shall obtain all permits and licenses, pay all charges and fees and give all notices, obtain all inspections necessary and incident to the due and lawful prosecution of the work from all agencies having jurisdiction over the work including but not limited to City of Anaheim, Garden Grove, and Irvine, County of Orange, and the State of California.

1.4 BEGINNING OF THE WORK

The Contractor shall begin work within 7 calendar days after receiving the Notice to proceed. The Contractor shall notify the Authority 72 hours prior to the start of any work.

1.5 COOPERATION

The Contractor shall cooperate fully with all forces of the Authority. Contractor shall arrange his work and space requirements to offer the least interference with the existing operations of this facility. Work shall be done in phases. Each phase consists of working on one elevator at one base only. Contractor shall complete all work of upgrading the elevator at each base before beginning of work at the next OCTA base. Contractor shall provide safety barriers around work area, and clean area of his work at end of work day. Contractor shall provide traffic cones, barricades, signs for delineating traffic, and provide adequate access for OCTA staff to pass through the work area to other parts of offices in the building.

1.6 EXAMINATION OF PREMISES

Before bidding of this work, Contractors shall make a careful examination of the premises and shall thoroughly familiarize themselves with the requirements of the contract. By the act of submitting a bid for the work included in this contract, the Contractor shall be deemed to have made such study and examination, and that he is familiar with and accepts all conditions of the site.

1.7 DAMAGE TO THE FACILITY

The Contractor shall be responsible for damages to the existing property, building, ground pavement, landscaping, equipment, utilities, and related appurtenances caused by his faulty workmanship. He shall repair at his own expense all damages so caused.

1.8 TRAFFIC CONTROL

The Contractor shall provide flagmen, barricades, warning signs or other means to control the traffic and maintain access for buses, vehicles, and pedestrians as required for other activities and existing facility operations to remain in full operation during construction. Work inside the building by the Contractor shall be conducted in a manner to allow OCTA staff inside the building to continue working during the elevator upgrade project. Provide clear area for OCTA staff to pass through work area. Provide adequate space for OCTA staff to pass through area of work if transferring equipment or parts for buses. The Maintenance Building and Operations building will remain operational during elevator upgrades construction work. The Contractor will provide all cooperation to OCTA staff to continue their work.

1.9 PRECONSTRUCTION MEETING

After issuing the Notice to Proceed, the OCTA Project Engineer will set a date and arrange for and conduct a preconstruction meeting with members of the Contractor's organization before beginning the construction work.

1.10 COOPERATION

The Contractor shall cooperate fully with all forces of the public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities within or adjacent to the limits of the work so as to minimize interference with said relocation, altering or other rearranging of facilities.

1.11 CONTRACTOR DRAWINGS

The Authority will furnish the Contractor one set of Contract Drawings and Specifications without charge. Additional sets will be furnished upon request at the actual cost of reproduction.

All drawings, plans, specifications, and other contract documents, and copies thereof furnished by the Authority are its property. They are not to be used on other work and with the exception of signed contract sets are to be returned to it upon request at the completion of the work.

The location of the work, its general nature, extent, and the form of the project and appurtenant works are given in these specifications, all bearing the common title "Orange County Transportation Authority, ELEVATOR UPGRADES PROJECT AT OCTA Anaheim, Garden Grove, and Irvine (SC) Bus Bases"

1.12 CONTRACTOR'S SCHEDULES

All work shall be done in phases as described above. Each phase will be completed entirely before moving to the next phase of work. Contractor will be allowed to work on only one phase (bus base) at a time.

At the Preconstruction meeting, the Contractor shall prepare and submit to the Engineer for approval a schedule of work. This schedule shall indicate the number of days the Contractor anticipates working on each phase.

The schedule shall reflect the requirements on the "Plan of Sequence of Work". The dates of all key phases of the Plan shall appear clearly on the schedule.

The schedule shall orderly show planned sequences of operations, and the dates for commencement and completion of all salient feature of the work.

- A. The schedule shall be comprehensive, covering activities at the site of the work, procurement, and construction. The schedule shall be orderly and realistic, and shall be revised as necessary to meet this requirement. The schedule shall also include all of the key requirements of the "Plan of Sequence of Work". The Contractor shall promptly advise the Engineer of any occurrence requiring substantial revision of the schedule and shall furnish a revised schedule within 7 days of such occurrence.

- B. The schedule and each revision thereof shall be subject to approval by the Facility Maintenance Manager for conformity with the requirements of this article. The Contractor shall assist the Engineer in reviewing and evaluating each schedule furnished. Disapproved schedules will be returned to the Contractor, shall be revised to correct the defects noted, and shall be resubmitted to the Engineer within 7 days after returned.

The Contractor shall submit 5 copies of each schedule and revised schedule furnished.

The schedules shall be of the bar chart, critical path method, or precedence types, at the Contractor's option. The critical path method type schedule shall be in the form of a network diagram and activity listing. The precedence type schedule shall be in the form of a network diagram, activity listing, and input listing.

1.13 NOT USED

1.14 MOBILIZATION

Mobilization shall include the moving onto the site of all the Contractor's plant and equipment, for furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the work.

1.15 GENERAL TECHICAL REQUIREMENTS

A. Project Appearance

1. The Contractor shall maintain a neat appearance of work. Debris developed during clearing and grubbing shall be disposed of concurrently with its removal. Remove debris daily from site. Keep bus and car traffic lanes, corridors, and offices clear of debris, construction equipment, and activities.
2. Items that are to be reused shall be stacked neatly concurrently (daily) with their removal. The location of the stacks shall not interfere with the operation and maintenance of the bus base.
3. Dust Control

Attention is directed to Section 10, "Dust Control" of the Standard Specifications State of California Department of Transportation, Latest Edition.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the bid price and no additional compensation will be allowed therefore.

1.16 APPLICABLE STANDARD SPECIFICATIONS

The Contractor shall construct the work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of the following listed Standards and Specifications and such other documents which are specified in appropriate sections of the Specifications.

- A. "Standard Specifications". The Standard Specifications of the State of California Business and Transportation Agency, Department of Transportation known as SSCT or Standard Specifications for Public Work Construction known as SSPWC as specified herein, Latest Edition, including all current supplements, addenda, and revisions thereof.

If reference is made only as to the Standard Specifications, it shall be interpreted as referenced to SSCT. In lieu of the definitions and terms specified in the Standard Specifications, wherever in said Standard Specifications the following definitions and terms are used, the intent and meaning shall be as follows

1. State of California, or Department of Transportation, or "Department" shall mean the Authority as defined in Paragraph B, following.
 2. Director of Transportation, or "Director" shall mean the Project Engineer as defined herein.
 3. Department of Transportation, or Division of Highways shall mean the Authority as defined in Paragraph B, following.
 4. Architect or Engineer shall mean the Engineering Consultant of the Orange County Transportation Authority, acting either directly or through properly authorized agents or representatives acting within the scope of the particular duties entrusted to them.
 5. Laboratory shall mean a recognized private materials testing laboratory, approved by the Authority.
 6. Plans shall be defined as provided in Section 1-1.29 of the Standard Specifications.
 7. Special Provisions shall mean these specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications and shall include the General Provisions, the Technical Provisions, the Bidding and Contractual Documents, and all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening.
- B. In addition to the definitions and terms specified in the Standard Specifications, wherever the following definitions and terms are used, the intent and meaning shall be as follows.

1. Authority or Owner: The Orange County Transportation Authority, a legal entity organized and existing in the County of Orange under and by virtue of the laws of the State of California. All necessary action by the Authority pertaining to the contract will be taken by legally constituted authorities empowered to on behalf of the Orange County Transportation Authority.
 2. Special Deputy Inspector or Special Inspector shall mean an inspector who has been certified by the State of California as a Special Inspector to furnish required continuous inspection in designated specialty areas of construction in accordance with the provisions of Section 305 (a) and (b) of the Uniform Building Code.
 3. The term General Conditions shall mean General Provisions.
 4. DOT shall mean the U.S. Department of Transportation.
 5. FTA shall mean the Federal Transit Administration of the United States Department of Transportation.
 6. Contractor: shall mean the individual, partnership, corporation, or other legal entity entering into contract with the Authority to perform the work covered by the contract documents, and these specifications.
 7. Subcontractor: The individual, partnership, corporation or other legal entity entering into a contract with the Contractor to perform a portion of the work.
- C. References herein to "OSHA Regulations for Construction" of CAL-OSHA" shall mean State of California, Department of Industrial Relations, Construction Safety Orders, as amended to June 30, 1980, and all changes and amendments thereto which are effective as of the date of construction and supplemented by Title 29, part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.17 COORDINATION AND INTERPRETATION OF PLANS, SPECIFICATIONS AND STANDARD SPECIFICATIONS

These Specifications, the Standard Specifications, the Contract Drawings, the Standard Plans, contract change orders and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

The Contract Documents shall take precedence over Standard Plans; these Specifications shall take precedence over the Standard Specifications; however, in case of a variance between the Contract Drawings and these Specifications, the document requiring the best quality, the greatest amount of work, or the most complete work shall take precedence.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Specifications, the Contractor shall apply to the Project Engineer for such further explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these Specifications, the special provisions or the plans, the Project Engineer's decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

PART 2- PROJECT CLOSEOUT

2.1 FINAL CLEANUP

- A. After completion of all work on the project, and before making application for acceptance of the work, the Contractor shall clean the construction site, including all areas under the control of the Authority that have been used by the Contractor in connection with the work on the project, and remove all debris, surplus material, and equipment, and all temporary construction or facilities of whatever nature, unless otherwise approved by the Authority. Final acceptance of the work by the Authority will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.
- B. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the bid price and no additional compensation will be allowed therefore.

PART 3- MAINTENANCE AND GUARANTY

3.1 GUARANTY

A guaranty form to be signed and delivered to the Engineer before acceptance of the Contract is included in the Bidding and Contractual Documents.

Contractor guarantees that the work performed and materials furnished hereunder by Contractor or subcontractors or suppliers will be free from defects in design, material, and workmanship for a period of at least one year from the date of final acceptance.

The Contractor shall make all repairs and replacements at Contractor's own expense promptly upon the request of the Engineer. If the Contractor fails to make such repairs or replacements promptly, the Authority reserves the right to do the work and the Contractor and surety shall be liable to the Authority for the cost thereof.

3.2 COMPENSATION

Full compensation for conforming to the provisions in the Section, not otherwise provided for, shall be considered as included in the lump sum prices entered on the Bid Sheet and no additional compensation will be allowed therefor.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and presentation of Applications for Progress Payment.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. General Provisions: Requirements for Progress Payments and Final Payment.
- B. Section 01035 - Contract Modification Procedures: Accounting of costs for changes to the Work.
- C. Section 01700 - Contract Closeout: Final Payment procedures.

1.3 FORM

- A. Payment Application Form: Applications for Payment using the form as provided by the Project Engineer, and cost breakdown as submitted by the Contractor. Submit progress payment by the 25th of the month for all work done during the month. Payment request must follow the cost breakdown previously submitted by the Contractor. Sign progress payment request. Submit other documentation such as certified payroll, monthly labor utilization form, and waivers as required by contract. Materials on site, but not installed in construction should not be included in Progress Payment, and will not be paid by OCTA.

1.4 PREPARATION OF APPLICATIONS FOR PAYMENT

- A. Preparation of Applications for Payment: Comply with requirements in the General Provisions and specific directions of the Engineer.
 - 1. Payment Application Forms: Use forms as directed by the Engineer and provided by the Authority, and cost breakdown as submitted by the contractor. Mobilization cost not to exceed 10%
 - 2. Final Payment: Prepare Application for Final Payment in compliance with requirements in the General Provisions, as directed by the Engineer and as specified in Section 01700 - Contract Closeout.
- B. Payment Period: Comply with requirements in the General Provisions and contract documents.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 01035

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative requirements for changes in the Work.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Construction Change Directives.
- E. Change Orders.
- F. Execution of Change Orders.
- G. Reconciliation of Change Orders.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. General Provisions: Governing requirements for changes in the Work, in Contract Sum and Contract Time.
- B. Section 01025 - Measurement and Payment: Applications for payment.
- C. Section 01600 - Product Requirements: Product options, descriptions, substitutions, and omissions.
- D. Section 01700 - Contract Closeout: Project record documents.

1.3 ADMINISTRATIVE REQUIREMENTS FOR CHANGES IN THE WORK

- A. Responsible Person for Contractor: Submit name of the individual authorized to receive construction change documents, and who is responsible for informing others in Contractor's employ or subcontractors of changes in the Work.
- B. Change Order Forms: Forms shall be as required by the Authority and will be provided by the Project Engineer.

1.4 DOCUMENTATION OF CHANGES IN AGREEMENT PRICE AND AGREEMENT TIME

- A. Documentation of Changes in Contract Sum and Contract Time: Provide full information required for evaluation of proposed changes and to substantiate costs of changes in the Work.

1. Maintain detailed records of Work completed on time and material basis.
2. Document each quotation for a change in Contract Sum and Contract Time, with sufficient data to allow evaluation of the quotation.
3. Provide details of cost of all material used for change in work. Provide detail of labor hours expended in change of work, and wage rate or worker. Provide total of hours equipment was used in the work, and hourly rate of the equipment.

B. Additional Data: Upon request by the Engineer, provide additional data to support computations:

1. Quantities of products, material, labor, and equipment.
2. Overhead and profit (20% includes all taxes, insurance, bonds, overhead, profit, site superintendent, etc.). 20% to be divided between Contractor and sub-contractor equally.
3. Justification for change in Contract Time, if claimed.
4. Credit for deletions from Contract, similarly documented.

1.5 CHANGE PROCEDURES

- A. Change Procedures, General: The following describe administrative procedures to be followed in complying with provisions of the Conditions of the Contract for changes in the Work.
- B. The Engineer's Supplemental Instructions: Minor changes in the Work, not involving an adjustment in either the Contract Sum or Contract Time, as authorized by the Conditions of the Contract. The Contractor shall take prompt action on such instructions.
- C. Authority-Initiated Changes: The Authority may initiate a change by the Engineer issuing a Bulletin/Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications.
 1. Such Bulletin/Proposal Request may include an estimate of additions or deductions in Contract Sum or Contract Time for executing the change and may include stipulations regarding overtime work and the period of time the requested response from the Contractor shall be considered valid.
 2. Contractor shall prepare and submit a response to the Bulletin/Proposal Request within 7 days.

1.6 CONSTRUCTION CHANGE DIRECTIVES

- A. Construction Change Directives: In accordance with provisions of the Conditions of the Contract, the Authority may direct the Contractor to proceed with a change in the Work,

for subsequent inclusion in a Change Order, by the Engineer issuing a Construction Change Directive, signed by the Authority and the Engineer.

1. The Construction Change Directive will describe changes in the Work, and will designate the method of determining if any, change is due in the Contract Sum or Contract Time.
2. Contractor shall promptly execute the change in the Work.

- B. Changes Based on Stipulated Sum or Time: Construction Change Directive shall be based on stipulated adjustment in Contract Sum and Contract Time as mutually-acceptable to the Authority and Contractor and the change shall be performed immediately. A Change Order for this amount shall be executed at the earliest convenience of all parties. Contractor shall provide a cost estimate based on section 1.4 B of this section
- C. Changes Based on Unit Costs or Quantities: When scope of change cannot be accurately determined in advance, a Construction Change Directive shall be executed based on mutually-acceptable quantities and pre-determined unit prices. Actual costs shall be determined after completion of the Work and a Change Order for this amount shall be executed.
- D. Changes Based on Time and Material Costs: If directed for changes for which amounts are not defined or are disputed, a Construction Change Directive will be issued by the Authority and Contractor shall execute the Work, keeping accurate records of time, both labor and calendar days, and cost of materials.
1. Contractor shall prepare and submit an itemized account and supporting data after completion of changed Work, within the time limits indicated in the Conditions of the Contract.
 2. Contractor shall provide full information as required and requested for the Authority and Engineer to evaluate and substantiate costs for changes in the Work.
 3. When the Authority and Contractor determine mutually-acceptable amounts for changes in Contract Sum and Contract Time, a Change Order shall be executed for these amounts based on contractor's cost estimate prepared per section 1.4 B of this section.
- E. Cost and Time Resolution: If amounts for changes in Agreement price and Agreement time cannot be agreed upon by the Authority and Contractor, amounts shall be resolved in accordance with requirements of the Conditions of the Contract for resolution of disputes.

1.7 CHANGE ORDERS

- A. Change Orders, General:

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

1.8 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: Project Engineer shall prepare Change Order documents for review by the Authority and Contractor, and obtain signature by the parties as provided in the Conditions of the Contract. Provide three original sets of each Change Order cost estimate, with complete supplementary information as necessary.

1.9 RECONCILIATION OF CHANGE ORDERS

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

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 – EXECUTION

Not Applicable to this Section

END OF SECTION

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination of Work under Contract.

1.2 RELATED SECTIONS

- A. Section 0100 – General requirements: of the contract and various types of Work to be coordinated.
- B. Section 01600 - Product Requirements: Coordination of products, especially general requirements for system completeness and product substitutions.

1.3 COORDINATION

- A. Coordination: Contractor shall coordinate the Work of his sub-contractors as stated in the Conditions of the Contract.
- B. Relationship of Contract Documents: Drawings, Specifications, and other Contract Documents are intended to be complementary. What is required by one shall be as if required by all. What is shown or required, or may be reasonably inferred to be required, or which is usually and customarily provided for similar work, shall be included in the Work.
- C. Discrepancies in Contract Documents: In the event of error, omission, ambiguity or conflict in the Drawings or Specifications, Contractor shall bring the matter to the Engineer's attention in a timely manner, for the Engineer's determination and direction in accordance with provisions of the Conditions of the Contract.
- D. Construction Interfacing and Coordination: Layout, Phasing, and sequencing of Work shall be solely the Contractor's responsibility. Contractor shall bring together the various parts, components, systems and assemblies as required for the correct interfacing and integration of all elements of Work. Contractor shall coordinate Work to correctly and accurately connect abutting, adjoining, overlapping and related elements, including utilities, for a complete operational system to the satisfaction of the Authority, agencies, and companies.

1.4 COORDINATION OF SUBCONTRACTS

- A. Superintendence of Work: Contractor shall appoint a field superintendent and a project manager, who shall directly and full time supervise and coordinate all Work required by the Drawings and Specifications.

- B. Subcontractors, Trades and Materials Suppliers: Contractor shall require all subcontractors, trades, crafts, and suppliers to coordinate their portions of Work with the Superintendent to prevent scheduling, sequencing, dimensional and other conflicts and omissions.
- C. Contractor will be allowed to work in one phase (one elevator) at a time only when removing and replacing any equipment, utilities, parts, or accessories, which include but are not limited to elevator upgrades or modification, and any associated work related to this project. Each phase consists of upgrading the elevator at one bus base only. Removing and replacing control systems, door assemblies, electrical and mechanical work, and related or associated work of building improvements affected by the elevator upgrade work. When work is completed on the elevator at one base, Contractor will be allowed to work on the next elevator at the next bus base. Contractor is required to provide signs and barricades around work area for safety of office staff (Office Staff will continue to work in the building during the contract period, and Contractor will be allowed to work in one area at a time only). Additionally, Contractor is required to keep bus and car traffic ways open at all times for buses and staff cars to pass through to parking areas when the transporting or delivering elevator equipment or parts. Contractor will coordinate work in such a way that that bus and car traffic flow are not hampered. Keep twenty feet wide passage open for buses and cars to pass through at all times. Coordinate work with OCTA Safety, Facility, and Bus Maintenance and Operations Manager. Coordinate work of elevator upgrades with OCTA Project Engineer. Complete all work on each elevator before starting work on another elevator

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 – EXECUTION

Not Applicable to this Section

END OF SECTION

SECTION 01045
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching of Work.

1.2 RELATED SECTIONS

- A. Section 1000 – General Requirements
- B. Section 01120 - Special Project Procedures: Additional general requirements for Project involving alterations to existing construction.
- C. Individual Product Specification Sections:
 - 1. Cutting and patching incidental to Work specified in the Section.
 - 2. Coordination with Work specified in other Sections required to accommodate Work specified in those other Sections.
- D. Include:
 - 1. Identification of Project.
 - 2. Location and description of affected Work.
 - 3. Explanation of necessity for irregular cutting and patching procedures.
 - 4. Description of proposed special work and alternate products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on existing construction and, if applicable, work being performed for the Authority under other separate contracts.
 - 7. Date and time Work will be executed.
 - 8. Written permission of affected separate contractor.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Primary Products: As required for original installation and to match surrounding construction.
- B. Product Substitution: For each proposed change in materials, submit request for

substitution under provisions of Section 01600 - Product Requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination, General: Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, inspect conditions affecting proper accomplishment of Work.
- C. Beginning of cutting or patching shall be interpreted to mean that existing conditions were found by Contractor to be acceptable.

3.2 PREPARATION

- A. Temporary Supports: Provide devices and methods to protect portions of Project from damage by providing temporary supports, including areas adjacent to work which maybe affected by construction

3.3 CUTTING AND PATCHING

- A. Cutting and Patching:
 - 1. Execute cutting, fitting, patching to complete Work.
 - 2. Coordinate installation or application of products for integrated Work.
- B. Remedial Work: Remove and replace defective or non-conforming Work.

3.4 PERFORMANCE

- A. Cutting and Patching:
 - 1. Execute demolition, cutting, and patching by methods to avoid damage to adjoining Work, and which will provide appropriate surfaces to receive final finishing.
 - 2. Cut smooth edges. Do not overcut corners.
 - 3. Contractor is required to take all precautions during construction to prevent damage to OCTA building, equipment, utilities, office furniture, and OCTA personnel. All precautions are to taken per CAL-OSHA code to prevent accidents, and damage to adjacent property, structure, office equipment, furniture, and appurtenances during cutting of wall, floor or any other part of the building structure. Additionally, the Contractor shall improve adjacent areas of cuts or penetrations through roof , wall or any other part of the building structure or elevator affected by the work. Contractor shall improve the affected wall, roof, or any other part of the building structure to a condition which existed before Contractor commenced cutting, coring, or altering the structure. Contractor will be required to cover all office equipment and furniture to prevent damage from dust and debris created by construction, and

clean all areas of work at the end of work day.

B. Restoration:

1. Restore Work with new Products as specified in individual Sections.
2. Where affected or uncovered by construction work, Finish adjacent surfaces to condition before construction. Finish adjacent surfaces and background to condition before construction. Match material and paint and finish to nearest joint. Re-Paint all walls, equipment, and all building structure, and accessories affected by the construction work. Damage to adjacent structures shall be repaired to a condition as existed before construction.

C. Finishing: Refinish (material and paint) surfaces to match adjacent and similar finishes as used for the Project. (match material and paint finish)

For continuous surfaces, refinish with material and paint to nearest intersection or natural break or joint. Replace equipment, furniture, or appurtenances damaged due to demolition, cutting or patching work during construction. Provide material quality which existed before construction started. Paint and fireproof if required to a condition before construction began. Provide seismic bracing where required by local building code. Clean and repair all elevators and their equipment, parts, and accessories before final inspection by OCTA.

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Layout of the Work.
- B. Other engineering services as necessary to accomplish the Work.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. General Provisions: Basic site engineering requirements.
- B. Section 01400 - Quality Control: Contractor quality control responsibilities.
- C. Section 01700 - Contract Closeout: Project record documents, including layout data.

1.3 LAYOUT OF WORK

- A. Refer to plans and specifications. Verify dimensions and work before actually proceeding with construction. Promptly notify the Engineer of discrepancies discovered. Verify size of existing equipment and accessories. Provide seismic braces where required to comply with code. Finish all new and old improvements as existed before construction began, including material, background. Adjacent areas of elevator, affected by construction shall be improved to condition which existed before construction.

1.4 EXAMINATION

- A. Verify locations of work prior to starting Work.
- B. Promptly notify the Engineer of discrepancies discovered.

1.5 GENERAL

- A. Contractor shall locate and protect all adjacent areas, structures, utilities, equipment, furniture, buses, cars, and appurtenances from damage.
- B. Control area of work, so that it does not interrupt OCTA Office Staff work, bus operations, bus repair, bus or car traffic flow on the site. Provide barricade and traffic signs around work area at ground level when installing elevator equipment or material.
- C. Promptly report and repair to the Engineer's satisfaction disruption in utilities caused by construction work. Repair disruption of utilities immediately. Provide temporary utilities during disruption.

- D. Make no changes without prior written notice to the Engineer.

1.6 REQUIREMENTS

- A. Field Engineering: Provide field engineering services as necessary. Utilize recognized engineering practices.
- B. Verification: Verify all dimensions before starting work
- C. Layout and Control of the Work: Establish elevations, lines and levels for all Work under this Contract. Locate and lay out by instrumentation and similar appropriate means. Contractor is responsible for all construction fields setting of elevator work
- D. Verification of Work: Periodically verify layout and completed conditions of the Work by same means.

1.7 SUBMITTALS

- A. Submit name and address of Sub contractors to Engineer.
- B. On request of Engineer, submit field data, and documentation to verify accuracy of field engineering work.
- C. Submit data certifying that all work is in conformance with Contract Documents.
- D. Contractor shall provide As-built drawings to the Authority at the completion of the Project.

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 – EXECUTION

Not Applicable to this Section

END OF SECTION

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 AUTHORITY AND PRECEDENCE OF CODES, ORDINANCES, AND STANDARDS

- A. Authority and Precedence of Codes, Ordinances and Standards: All codes, ordinances and standards referenced in the Drawings and Specifications shall have the full force and effect as though printed in their entirety in the Specifications.
- B. Precedence:
 - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
 - 2. Where the Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the Drawings and Specifications shall take precedence.
 - 3. Where no requirements are identified in the Drawings or Specifications, comply with all requirements of applicable codes, ordinances and standards of authorities having jurisdiction.

1.2 APPLICABLE CODES, LAWS AND ORDINANCES

- A. Building Codes:
 - 1. Performance of the Work shall meet or exceed the minimum requirements of California Code of Regulations (CCR), Title 24, including the following:
 - a. CCR Title 24, Part 2: Uniform Building Code (UBC), latest edition, with State of California amendments; referenced as California Building Code (CBC).
 - b. CCR Title 24, Part 3: National Fire Protection Association (NFPA) 13 - National Electrical Code (NEC), latest edition, with State of California Amendments, referenced as California Electrical Code (CEC).
 - c. CCR Title 24, Part 9: Uniform Fire Code (UFC), latest edition, with State of California Amendments, referenced as California Fire Code (CFC).
 - d. CCR Title 24, Part 12: Uniform Building Code Standards (UBC Standards), latest edition, with State of California Amendments; referenced as California Building Standards Code (CBSC).
 - 2. Performance of the Work shall also comply with applicable requirements of California Code of Regulations (CCR), as follows:
 - a. Title 19 - Public Safety.
 - b. Title 22 - Social Security.

- c. Title 24 - Building Standards, Parts 2 through 7, and Title 25 as applicable.
- 3. References on the Drawings or in the Specifications to "code", "Code" or "building code" similar terms, not otherwise identified, shall mean the codes specified above, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction, City of Anaheim, garden Grove and Irvine, having authority over the Project.
- 4. The applicable edition of all codes shall be that adopted at the time of issuance of permits by the jurisdiction having authority and shall include all modifications and additions adopted by that Authority.

B. Other Applicable Laws, Ordinances and Regulations:

- 1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions (Cities), County of Orange, AQMD, CAL-OSHA have authority over the Project.
- 2. Work shall be accomplished in conformance with all rules and regulations of public utilities, utility districts, and public agencies providing utility services.
- 3. Where such laws, ordinances, rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Sum And Contract Time, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Agreement.
- 4. Contractor shall pay for and obtain all permits and inspections required by all agencies having jurisdiction over the work. Contractor shall be required to pay for all temporary utility connections to the respective utility company during construction.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 01095

REFERENCE STANDARDS AND ABBREVIATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Use of references in Drawings and Specifications, including requirements for copies of reference standards at Project site.
- B. Definitions of terms used in Specifications and Drawings.
- C. Abbreviations, Acronyms, Names and Terms which may be used in Specifications.

1.2 USE OF REFERENCES

- A. References: The Drawings and Specifications contain references to various standards, standard specifications, codes, practices, and requirements for products, execution, tests and inspections. These reference standards are published and issued by the agencies, associations, organizations and societies listed in this Section or identified in individual product specification Sections.
- B. Relationship to Drawings and Specifications: Such references are incorporated into and made a part of the Drawings and Specifications to the extent applicable.
- C. Referenced Grades Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified on the Drawings or in the Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- D. Copies of Reference Standards:
 - 1. Reference standards are not furnished with the Drawings and Specifications because it is presumed that the Contractor, subcontractors, manufacturers, suppliers, trades, and crafts are familiar with these generally-recognized standards of the construction industry.
 - 2. Copies of reference standards may be obtained from publishing sources. The Engineer will furnish, upon request, information on how to obtain copies.
- E. Jobsite Copies:
 - 1. Contractor shall obtain and maintain at the Project site copies of reference standards identified on the Drawings and in the Specifications in order to properly execute the Work.
 - 2. At a minimum, the following shall be readily available at the site:

- a. Local and State Building Codes: As referenced in Section 01060 - Regulatory Requirements.
- b. Safety Codes: State of California, California Code of Regulations (CCR), Title 8 - Industrial Relations, Chapter 4, Subchapter 7, General Industry Safety Orders.
- c. General Standards: UBC Standards, other model Code standards, UL Building Products Listing, FM Approval Guide and ASTM Standards in Building Codes.
- d. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.
- e. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute of California (WIC) standards to the extent referenced within the Contract Specifications.
- f. Research Reports: ICBO Evaluation Service (ICBO ES) Research Reports and CABO National Evaluation Service Reports (NER), for products not in conformance to prescribed requirements stated in Building Code.
- g. Product Listings: Approval documentation, indicating approval of authorities having jurisdiction for use of product with City of Irvine.

F. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date indicated on the Drawings and Specifications.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

G. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is presumed that the Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.3 DEFINITIONS OF TERMS

A. Words and Terms Used on Drawings and in Specifications: Additional words and terms may be used in the Drawings and Specifications and are defined as follows:

1. Applicable: As appropriate for the particular condition, circumstance or situation.

B. Approved: The term "approved," when used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.

1. Approved: Limited to duties and responsibilities of the Authority and the Engineer

as stated in the Conditions of the Contract, for actions performed in the professional judgment of the Engineer or the Engineer's responsible design consultant, in conjunction with submittals, applications, and requests. Approvals shall be valid only if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences and procedures of construction. Approval action shall not relieve the Contractor from responsibility to fulfill Contract requirements.

2. And/or: If used, shall mean that either or both of the items so joined are required.
3. Directed: Limited to duties and responsibilities of the Engineer as stated in the Conditions of the Contract, and meaning as instructed by the Engineer, in writing, regarding matters other than the means, methods, techniques, sequences and procedures of construction. Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Engineer", "requested by the Engineer", and similar phrases. No implied meaning shall be interpreted to extend the Engineer's responsibilities into the Contractor's supervision of construction.
4. Equal or Equivalent: As determined by the Engineer as being equivalent, considering such attributes as durability, finish, function, suitability, quality, utility, performance and aesthetic features.
5. Furnish: Means "supply and deliver, to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
6. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" are used to help the reader locate the reference. There shall be no limitation on location.
7. Install: Describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
8. Installer:
 - a. "Installer" refers to the Contractor or an entity engaged by the Contractor, such as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application and similar operations. Installers shall be adequately skilled and experienced in the operations they are engaged to perform.
 - b. Experienced Installer: The term "experienced," when used with "installer" shall mean having a minimum of 5 previous Projects similar in size to this Project, knowing the precautions necessary to perform the Work, and being familiar with requirements of authorities having jurisdiction over the Work.
9. Jobsite: Same as "Site."

10. Necessary: With due consideration of the conditions of the Project and, as determined in the professional judgment of the Engineer as being necessary for performance of the Work in conformance with the requirements of the Contract Documents, but excluding matters regarding the means, methods, techniques, sequences and procedures of construction.
11. Noted: Same as "Indicated."
12. Per: In accordance with or in compliance with.
13. Products: Material, system or equipment.
14. Project Site: Same as "Site."
15. Proper: As determined by the Engineer as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, which are solely the Contractor's responsibility to determine.
16. Provide: "Furnish and install, complete and ready for the intended use."
17. Regulation: Includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as and rules, conventions and agreements within the construction industry that control performance of the Work.
18. Required: Necessary for performance of the Work in conformance with the requirements of the Contract Documents, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, such as:
 - a. Regulatory requirements of authorities having jurisdiction.
 - b. Requirements of referenced standards.
 - c. Requirements generally recognized as accepted construction practices of the locale.
 - d. Notes, schedules and graphic representations on the Drawings.
 - e. Requirements specified or referenced in the Specifications.
 - f. Duties and responsibilities stated in the Bidding and Contract Requirements.
19. Scheduled: Same as "Indicated."
20. Selected: As selected by the Engineer or Authority from the full selection of the manufacturer's products, unless specifically limited in the Contract Documents to a particular quality, color, texture or price range.
21. Shown: Same as "Indicated."
22. Site: Same as "Jobsite", "Site of the Work" or "Project Site;" the area or areas or spaces occupied by the Project and including adjacent areas and other related areas occupied or used by the Contractor for construction activities, either exclusively or with others performing other construction on the Project. The extent

of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.

23. Testing Laboratory or Laboratories: Same as "Testing and Inspection Agency."

24. Testing and Inspection Agency: An independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

1.4 ABBREVIATIONS, ACRONYMS, NAMES AND TERMS, GENERAL

- A. Abbreviations, Acronyms, Names and Terms: Where acronyms, abbreviations names and terms are used in the Drawings, Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable.
- B. Abbreviations: The following are commonly-used abbreviations which may be found on the Drawings or in the Specifications:

AC or ac Alternating current or air conditioning (depending upon context)
AMP or amp Ampere
C Celsius
CFM or cfm Cubic feet per minute
CM or cm Centimeter
CY or cy Cubic yard
DC or dc Direct current
DEG or deg Degrees
F Fahrenheit
FPM or fpm Feet per minute
FPS or fps Feet per second
FT or ft Foot or feet
Gal or gal Gallons
GPM or gpm Gallons per minute
IN or in Inch or inches
Kip or kip Thousand pounds
KSI or ksi Thousand pounds per square inch
KSF or ksf Thousand pounds per square foot
KV or kv Kilovolt
KVA or kva Kilovolt amperes
KW or kw Kilowatt
KWH or kwh Kilowatt hour
LBF or lbf Pounds force
LF or lf Lineal foot
M or m Meter
MPH or mph Miles per hour
MM or mm Millimeter
PCF or pcf Pounds per cubic foot
PSF or psf Pounds per square foot
PSI or psi Pounds per square inch

PSY or psy	Per square yard
SF or sf	Square foot
SY or sy	Square yard
V or v	Volts

- C. Undefined Abbreviations, Acronyms, Names and Terms: Words and terms not otherwise specifically defined in this Section, in the Instructions to Bidders, in the Conditions of the Contract, on the Drawings or elsewhere in the Specifications, shall be as customarily defined by trade or industry practice, by reference standard and by specialty dictionaries such as the following:

1. The American Institute of Architects (AIA) Document M101, "Glossary of Construction Industry Terms".
2. The Construction Specifications Institute (CSI) Technical Document TD 2-4, "Abbreviations".
3. Dictionary of Architecture and Construction, (Cyril M. Harris, McGraw-Hill Book Company, 1975).
4. Encyclopedia of Associations, published by Gale Research Co., available in most libraries.

1.5 ABBREVIATIONS FOR AGENCIES, ASSOCIATIONS, CODES AND STANDARDS

- A. Abbreviations for Associations, Codes and Standards: The following abbreviations and acronyms may be used in the Drawings and Specifications. When used, the abbreviation or acronym shall mean the full name of the applicable agency, association, organization, society or standard.

ACI	American Concrete Institute 22400 W. 7 Mile Road PO Box 19150 Detroit, MI 48219 313/532-2600
ADA	Americans with Disabilities Act ADA Information Office US Department of Justice, Civil Rights Division PO Box 66738 Washington, DC 20035 202/514-0301
ANSI	American National Standards Institute 11 West 42nd St., 13th Floor New York, NY 10036 212/642-4900
ASTM	American Society for Testing and Materials

	1916 Race St. Philadelphia, PA 19103-1187 215/977-9679
CBM	Certified Ballast Manufacturers Association Hanna Building, No. 772 1422 Euclid Ave. Cleveland, OH 44115-2851 216/241-0711
CSI	The Construction Specifications Institute 601 Madison St. Alexandria, VA 22314 703/684-0300 FAX 703/684-0465
ETL	ETL Testing Laboratories, Inc. PO Box 2040 Route 11, Industrial Park Cortland, NY 13045 607/753-6711
FM	Factory Mutual Research Organization 1151 Boston-Providence Turnpike PO Box 9102 Norwood, MA 02062 617/762-4300
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601 213/699-0541
ISO	International Organization for Standardization 1 Rue De Varembe, Case Postale 56 CH-1211 Geneva 201, Switzerland 412/234-1240
NEC	National Electrical Code (NFPA 70) National Fire Protection Association One Batterymarch Park PO Box 9101 Quincy, MA 02269-9101 617/770-3000 800/344-3555
NECA	National Electrical Contractors Association 7315 Wisconsin Ave. Bethesda, MD 20814

301/657-3110

NEMA	National Electrical Manufacturers Association 2101 L St., NW, Suite 300 Washington, DC 20037 202/457-8400
NFC	National Fire Code 3310 Harrison St. Topeka, KS 66611 913/266-7014
NFPA	National Fire Protection Association One Batterymarch Park PO Box 9101 Quincy, MA 02269-9101 617/770-3000 800/344-3555
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) N3647 200 Constitution Ave., NW Washington, DC 20210 202/219-8148
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 708/966-6200
SFM	State Fire Marshal (California)
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc. 4201 Lafayette Center Dr. Chantilly, VA 22021 703/803-2980
TCA	Tile Council of America PO Box 326 Princeton, NJ 08542 609/921-7050
UBC	Uniform Building Code International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601 213/699-0541

- UFC Uniform Fire Code
 International Conference of Building Officials
- and
- Western Fire Chiefs Association
 5360 S. Workman Mill Road
 Whittier, CA 90601
 213/699-0541
- UL Underwriters Laboratories, Inc.
 333 Pfingsten Rd.
 Northbrook, IL 60082
 708/272-8800
- UMC Uniform Mechanical Code
 International Conference of Building Officials (ICBO)
 5360 S. Workman Mill Road
 Whittier, CA 90601
 213/699-0541
- and
- International Association of Plumbing and Mechanical Officials (IAPMO)
 5032 Alhambra Avenue
 Los Angeles, CA 90032-3490
 213/223-1471
- UPC Uniform Plumbing Code
 International Association of Plumbing and Mechanical Officials (IAPMO)
 5032 Alhambra Avenue
 Los Angeles, CA 90032-3490
 213/223-1471
- WIC Woodwork Institute of California
 1833 Broadway
 Fresno, CA 93773
 209/233-9035

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 01120

SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED SECTIONS

- A. Section 01040 - Coordination: Authority occupancy and maintenance of utility services.
- B. Section 01045 - Cutting and Patching: General requirements for cutting and patching requirements.
- C. Section 01500 - Construction Facilities and Temporary Controls: Temporary enclosures, protection installed Work, and cleaning during construction.

PART 2 - PRODUCTS

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION: Inform Facility Maintenance if any utilities will be affected. Provide temporary utilities during the time utility is out of service. Provide temporary facilities in offices affected by construction work. Inform one week in advance where next phase of work will be conducted. Inform Project Manager conditions required to do the work.

Inform if Office staff has to be temporary relocated because of penetration work, and how long relocation of Staff will be required

A. Coverings:

1. Provide weather- and dust-protection coverings as necessary to contain dust and debris. Protect OCTA Property, furniture, equipment, utilities, structure, and accessories from dust, falling equipment and debris. Provide appropriate covers over all office equipment, furniture, and accessories when cutting roof, walls, or installing equipment or material in ceilings or in the offices to prevent damage from dust and falling debris. Clean all offices at end of work day
2. When removing and replacing doors or other elevator equipment from building or elevators, Provide safety and signs around work area and traffic path so that OCTA staff is aware of construction in the area.
3. Coordinate construction delineation with barricades, but provide OCTA staff cars buses adequate passage to enable the Authority to continue to pass through to parking areas so that bus operations and offices will remain operational during construction.
4. Adjacent bus parking stalls will be used during construction. Provide adequate passage for OCTA buses and staff cars to park in adjacent stalls. Coordinate location of Contractor's equipment on site with OCTA Safety, Facility, bus maintenance and operations Staff
5. See Section 01500 - Temporary Construction for additional requirements.

B. Protective Devices and Directional Signage: Provide barricades, directional signage and other protective devices to enable the Authority to continue bus operations, bus traffic through construction areas, occupancy and operation in the existing buildings and adjacent parking stalls around the Maintenance building. See Section 01500 - Temporary Construction for additional requirements.

C. Access for Work: Demolish, Cut, move or remove items as necessary for access for alterations, renovation and extension Work. Replace and restore at completion to original condition any structure, equipment, utilities, or accessories affected by construction.

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

1. Do not allow debris to accumulate in work areas. Dispose debris daily off-site in a legal manner daily. Dispose all existing material and accessories that are to be removed, and legally dispose off-site.
2. Remove debris and abandoned items from work area and from parking spaces.

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

3.3 INSTALLATION

- A. Coordinate Work for alterations and renovations to expedite completion and to accommodate the Authority's concurrent occupancy and use of the facility. Proceed with installation only after unsafe unsatisfactory conditions are corrected. Provide support to equipment and accessories during removal and replacement, or when working on the equipment.
- B. Coordinate Work for alterations and renovations in a timely manner to expedite completion and minimize disruption to the Authority's continued use occupied areas and spaces. Do not use adjoining areas where office work is in progress or interrupt office work in other areas. Prevent utility disruption in other areas where office work is in progress. Contractor to note that Office Staff work will continue and take precedence over construction work. Contractor shall provide OCTA Project Manager one week advance notice of the next phase of construction work
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified new condition. Refer to Section 01045 - Cutting and Patching.
- D. Refinish visible existing surfaces to condition before start of construction. Match adjacent finish surface in color and material. Finish to specified condition for each material, with a near transition to adjacent finishes.
- E. In addition to specified work, in case of breakdown of under or above ground utilities, plumbing, heating, ventilation, air conditioning (HVAC) systems, electrical power, signal systems, and lighting, restore to fully operational condition immediately as before construction commenced. All power and other systems should be operational at end of work day. The existing drawings are diagrammatic and do not show all utilities, ducting, equipment, and accessories on the site. Contractor will be required to repair immediately utilities, ducting, plumbing lines, power lines, signal and communication system, data lines, equipment, and accessories in case of breakdown or disruption due to construction work and as required to complete the work. Provide temporary services during breakdown.
- F. Install products as specified in applicable product specification Sections. In general use hand and small power tools for minimum disturbance to adjacent office areas where office work is in progress.

3.4 TRANSITIONS

- A. Where Work abuts or aligns with existing construction, perform a smooth and even

transition. Patches shall match existing adjacent construction in texture and appearance.

- B. When finished surfaces are cut so that a smooth transition is not possible, terminate existing surface along a straight line at a natural line of division. Refer to Section 01045 - Cutting and Patching.

3.5 ADJUSTMENTS

- A. Where removal of materials results in adjacent spaces becoming one, rework to a smooth plane without breaks, steps or bulkheads. Remove and replace in ceilings or walls in straight line or at joints. Edges to be supported on ceiling support framing. Finish surfaces to match existing surfaces at sides. Join new to old surface in a neat finish. Patch construction by filling, repairing, refinishing, closing with similar materials so that final completed surface is matching in material and color with adjacent existing surface to eliminate evidence of patching and refinishing. Patch, repair, and re-construct ceiling or walls as necessary to provide an even plane surface of uniform appearance.
- B. Where a change of plane of 1/4-inch or more occurs, submit recommendation for providing a smooth transition for the Engineer's review.
- C. Fit Work at penetrations of surfaces as specified in Section 01045 - Cutting and Patching.

3.6 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of adjacent existing surfaces which are damaged, lifted, discolored, or showing other imperfections or require replacement or repairs during replacement work.
- B. Repair substrate prior to patching finish.

3.7 FINISHES

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

3.8 CLEANING: Completely remove paint, mortar, oils, putty, and similar materials from work area surfaces. Clean piping, conduit, J-boxes, ductwork, and similar work appurtenances. Restore to original condition.

- A. In addition to cleaning specified in Section 01710 - Final Cleaning, clean the Authority-occupied areas affected by construction activities. Clean areas around the site where construction material has fallen during work day. Clean site of work daily before leaving site at end of each work day. Haul debris off-site daily.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Pre-construction conference.
- B. Construction progress meetings.
- C. Pre-installation conferences.

1.2 RELATED REQUIREMENTS

- A. Section 01400 - Quality Control: General requirements for construction quality to be reviewed at Project Meetings.
- B. Section 01340 - Shop Drawings, Product Data, and Samples: General requirements for submittals schedule, to be reviewed at Project Meetings.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Pre-construction Conference: The Authority will administer the pre-construction meeting after execution of the Agreement, if not already executed, and for exchange of preliminary submittals and other data. Contractor shall submit schedule, submittals, and cost break-down for review of Consultant.
- B. Schedule: Project Engineer will schedule Pre-construction meeting within 7 days after issue of Notice to Proceed.
- C. Location: Pre-construction conference will be held at the office of the Orange County Transit Authority, unless otherwise directed.

1.4 SITE MOBILIZATION CONFERENCE

- A. Site Mobilization Conference: The Authority will administer a site mobilization conference for clarification of responsibilities of the Authority, Engineer, OCTA Facility Maintenance, and the Contractor of use of site, and procedures of mobilization
- B. Schedule: Site mobilization conference shall occur within 7 days of Notice to Proceed, unless otherwise directed.
- C. Location: At Project site, unless otherwise directed.
- D. Agenda: Site Mobilization Conference shall cover the following topics as a minimum.

1. Special Project Procedures: Procedures for alteration work, traffic coordination, construction schedule, storage area, contractor parking, and to maintain existing operations at the facility.
2. Subcontractors List: Distribute and discuss list of subcontractors and suppliers.
3. Construction Schedule: Distribute and discuss initial construction schedule and critical work sequencing of major elements of Work, including work under separate contracts by serving utility agencies and companies and Authority. Schedule has to be approved by OCTA Facility, Bus Maintenance, and Bus Operations Supervisor of the Bus Base.
4. Project Communication Procedures: Review requirements and administrative procedures for written and oral communications.
5. Contract Modification Procedures: Review requirements and administrative procedures for Change Orders, Construction Change Directives, the Engineer's supplemental instructions and Contractor's Requests for Information.
6. Coordination: Review requirements for Contractor's coordination of Work; review sequence and schedule for work being performed for Authority under separate contracts.
7. Submittals Administration: Review administrative procedures for shop drawings, product data, and samples submittals and review of preliminary submittals schedule.
8. Project Record Documents: Review requirements and procedures for project record drawings and specifications.
9. Construction Facilities and Temporary Utilities: Designate storage, staging, and parking areas, review temporary utility provisions; present the Authority's requirements for use of premises.
10. Materials and Equipment: Review substitution requirements; review schedule for major material purchases and deliveries. If material deliveries are made to site from factory, Contractor shall be present to receive them.
11. Site Access by the Authority and Engineer: Review requirements and administrative procedures Contractor may wish to institute for identification and reporting purposes.
12. Testing and Inspection: Review tests and inspections to be performed by the following.
 - a. OCTA contracted Testing Agency.
 - b. Manufacturers and installers.
 - c. Serving utilities and public agencies.
 - d. Authorities having jurisdiction.

13. Permits and Fees: Review Contract requirements and review schedule and process for obtaining permits and licenses and paying fees.

1.5 CONSTRUCTION PROGRESS MEETINGS

- A. Schedule: Project meetings shall be periodically (weekly) scheduled throughout progress of the Work. Frequency shall be as determined necessary for progress of Work and phasing and may be called by any Party. Meeting will be scheduled with Facility and Project Engineer to schedule phase of work in various offices

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 – EXECUTION

Not Applicable to this Section

END OF SECTION

**SECTION 01310
CONSTRUCTION SCHEDULES**

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. At Preconstruction Meeting submit to the OCTA Project Engineer tentative construction progress schedule for the Work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules monthly to reflect current status of the project.

1.2 RELATED REQUIREMENTS

- A. Conditions of the Contract.
- B. Section 01000: General requirements.
- C. Section 01200: Project Meetings.
- D. Section 01340: Shop Drawings, Product Data and Samples.

1.3 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale: Identify the first work day of each week.
 - 3. Scale and spacing: To allow space for notations and future revisions.
 - 4. Sheet size: 8-1/2 inch by 11 inch minimum or larger as required, or folded to 8-1/2 inch by 11 inch size.
- B. Format of listing: The chronological order of the start of each item of work.

1.4 CONTENT OF SCHEDULES

A. Construction Progress Schedule

1. Show the complete sequence of construction by activity
2. Show the date for the beginning and completion of each major element of construction
3. Identify work of phases or other logically grouped activities
4. Show projected percentage of completion for each item, as of the first day of each month
5. Identify critical path activities.

B. Submittal Schedule for Shop Drawings, Product Data and Samples.

1. Show the date of Contractor's submittals
2. The date approved submittals will be required from the OCTA Representative.

1.5 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submissions.

B. Show changes occurring since previous submissions of schedule

1. Major changes in scope
2. Activities modified since previous submission
3. Revised projections of progress and completion
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule
2. Corrective action recommended.

1.6 SUBMISSIONS

- A. Submit initial schedules at Pre-construction Meeting.
 - 1. The OCTA Representative will review schedules and return review copy within ten days after receipt.
 - 2. If required, resubmit within seven days after return of review copy.
- B. Submit revised progress schedules with each application for payment.
- C. Submit one reproducible transparency and one opaque reproduction.

1.7 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. OCTA Project Manager and Job site file
 - 2. Subcontractors
 - 3. Other concerned parties as defined by the OCTA.
- B. Instruct recipients to report promptly to the Contractor, in writing, any inability to comply with the projections shown in the schedules and provide detailed explanation with suggested remedies.

END OF SECTION 01310

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative requirements for shop drawings, product data, and samples submittals.
- B. Submittals Schedule.
- C. Contractor's review of submittals.
- D. Architect's review of submittals.
- E. Product data submittals.
- F. Shop drawing submittals.
- G. Sample submittals.
- H. Maintenance and operation data submittals.

1.2 RELATED SECTIONS

- A. Section 01000 – General Requirements
- B. Section 01025 - Measurement and Payment : Supporting data submittals.
- C. Section 01035 - Contract Modification Procedures: Supporting data for change in work.
- D. Section 01200 - Project Meetings: Submittal status review at meetings.
- E. Section 01360 - Quality Control Submittals: Reports of field inspections and tests.
- F. Section 01400 - Quality Control: Test and inspection reports.
- G. Section 01700 - Contract Closeout: Submittals for occupancy, Acceptance and Final Payment.
- H. Section 01730 - Operation and Maintenance Data: Requirements for preparation and submission of operation and maintenance data.

1.3 DEFINITIONS

- A. Shop Drawings, Product Data and Samples: Instruments prepared and submitted by Contractor, for Contractor's benefit, to communicate to the Engineer the Contractor's understanding of the design intent, for review and comment by the Engineer on the conformance of the submitted information to the general intent of the design. Shop drawings, product data, and samples are not Contract Documents.
- B. Shop Drawings: Drawings, diagrams, schedules and illustrations, with related notes, specially prepared for the Work of the Contract, to illustrate a portion of the Work.
- C. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work.
- D. Samples: Physical examples that demonstrate the materials, finishes, features, workmanship and other characteristics of a portion of the Work. Accepted samples shall serve as quality basis for evaluating the Work.
- E. Other Submittals: Technical data, test reports, calculations, certifications, special warranties and guarantees, operation and maintenance data, extra stock and other submitted information and products shall not be considered to be Contract Documents but shall be information from Contractor to the Engineer to illustrate a portion of the Work for confirmation of understanding of design intent.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Administrative Requirements for Submittals: Submittals shall be made in accordance with requirements specified herein and in product Sections of the Specifications.
- B. Transmission of Submittals: Transmit all submittals through the Project Engineer, unless otherwise directed. Include all information specified below for identification of submittal and for monitoring of review process. The Engineer will provide example Letter of Transmittal, if requested.
- C. Timing of Submittals: Make submittals at time of pre-construction meeting to allow shipping, handling and review by the Engineer and the Engineer's consultants. Allow three weeks for Consultant to review and approve submittals.
- D. Submittals Identification: Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. Re-submittals shall use same number as original submittal, followed by a letter indicating sequential re-submittal. For example:

15700-1 First submittal for Section 15700 –Elevator Equipment

15700-2 Second submittal for Section 15700 –Elevator Equipment

15700-2-A Re-submittal of second submittal for Section 15700 –Elevator Equipment

15700-2-B Second re-submittal of second submittal for Section 15700 – Elevator Equipment.

1. Title each submittal with Project name, the Authority's Project number, Submittal number, Sequence number of Submittal, Contractor's Project number and submission date.
 2. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to clearly correlate submittal with Contract Drawings.
- E. Grouping of Submittals: Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items. The Engineer may reject partial submittals as incomplete or hold them until related submittals are made.
- F. Unsolicited Submittals: Unsolicited submittals will be returned unreviewed.
- G. Record Submittals: When record submittals are specified, submit five copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.
- 1.5 SUBMITTAL SCHEDULE Submit at Pre-construction meeting
- A. Format: Prepare Submittal Schedule in a format comparable to and coordinated with Construction Schedule.
 - B. Content: List all items specified to be submitted, indicating submittal number (see instructions above), submittal type (i.e., product data, shop drawings, samples, quality control reports, maintenance and operation data, etc.), scheduled date of submittal and date review should be complete in order to maintain construction on schedule.
 - C. Administration:
 1. Submit initial Submittal Schedule at time of pre-construction meeting.
 2. After review and return by Engineer, resubmit Submittal Schedule within 7 days.
- 1.6 CONTRACTOR'S REVIEW OF SUBMITTALS
- A. Contractor's Review of Submittals: Prior to submission to the Engineer for review, Contractor review each submittal for completeness and conformance to specified requirements. Contractor shall stamp each submittal with a review action stamp and sign each copy certifying that:

1. Field measurements have been determined and verified.
2. Field construction criteria have been verified.
3. Catalog numbers and similar data are correct.
4. Conformance with requirements of Contract Drawings and Specifications is confirmed.
5. All deviations from requirements of Drawings and Specifications have been identified and noted, and product is available.

- B. Changes in Work: Changes in the Work shall not be authorized by submittals review actions. No review action, implicit or explicit, shall be interpreted to authorized changes in the Work. Changes shall only be authorized by separate written direction, in accordance with the Conditions of the Contract and Section 01035 - Contract Modification Procedures.

1.7 ENGINEERS REVIEW OF SUBMITTALS

- A. Engineers Review of Submittals: Submittals shall be a communication aid between Contractor and the Engineer by which interpretation of Contract Documents requirements may be confirmed in advance of construction. Reviews by the Engineer and the Engineer's consultants shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Drawings and Specifications.
- B. Contract Requirements: Review actions by the Engineer and the Engineer's consultants shall not relieve the Contractor from compliance with requirements of the Drawings and Specifications. Changes shall only be authorized by separate written Change Order or Construction Change Authorization, in accordance with the Conditions of the Contract and Section 01035 - Contract Modification Procedures.

1.8 PRODUCT DATA SUBMITTALS

- A. Copies: Submit 5 copies, minimum, of original catalog pages or dry-process copies only, with applicable data highlighted and cross-referenced to Drawings and Specifications requirements.
- B. Modifications to Standard Product Data: Modify manufacturer's standard catalog data to indicate precise conditions of the Project. Comply with requirements as for shop drawings. Provide space for review action stamps and, if required by authorities having jurisdiction, license seal of the Engineer and Engineer's responsible design consultant, if applicable.

1.9 SHOP DRAWINGS SUBMITTALS

- A. Copies: Prepare shop drawings on minimum sheet size of 17-inches by 22-inches, or smaller, a multiple of 8-1/2 inches by 11-inches. Submit one reproducible and one print, typically, except as noted in product Specifications Sections.
- B. Preparation: Shop drawings shall be original drawings prepared for submittal review, fabrication and execution of Work. Direct copies and modified reproductions of Contract Drawings will not be accepted for review. Provide space for review action stamps and, if required by authorities having jurisdiction, license seal of the Engineer and Engineer's responsible design consultant, if applicable.
- C. Coordination: Show all field dimensions and relationships to adjacent or critical features of Work.

1.10 SAMPLES SUBMITTALS

- A. Quantity: Submit minimum of three samples of each of color, texture and pattern. Submit one item only of actual assembly or product. Unless otherwise noted, full-size and complete samples will be returned and may be incorporated into field mock-ups and the Work.
- B. Samples: The Engineer will review and select material for Project only after all materials are received, so that materials may be properly coordinated.
- C. Copies: Submit actual samples. Photographic or printed reproductions will not be accepted.

1.11 OPERATION AND MAINTENANCE DATA SUBMITTALS

- A. Operation and Maintenance Data Submittals: See requirements specified in Section 01730- Operation and Maintenance Data. Include operation and maintenance data submittals in Submittals Schedule specified above. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Engineer and Engineer's design consultant, if applicable.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01360

QUALITY CONTROL SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative requirements for submittals reporting results of tests and inspections during field Work.

1.2 RELATED SECTIONS

- A. Section 01000 – General Requirements.
- B. Section 01200 – Project Progress Meetings: Quality control reports at meetings.
- C. Section 01340 - Shop Drawings, Product Data and Samples: Quality control submittals for products prior tested and inspected to field work.
- D. Section 01400 - Quality Control: Test and inspection procedures.
- E. Section 01700 - Contract Closeout: Quality control submittals Substantial Completion, Acceptance and Final Payment.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Quality Control Submittals General: Technical data, test and balancing reports, calculations, audits, and certifications based on field tests and inspections by independent testing and inspection agency and Inspector of Record. Quality control submittals shall not be considered Contract Documents.
- B. Administration: Make all submittals through the Engineer, unless otherwise directed.
- C. Submittals Identification: Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. Coordinate submittal numbers with submittals specified in Section 01340 - Shop Drawings, Product Data and Samples - 1.4 D.
- D. Project Identification: Title each submittal with Project name, Authority's Project number, Submittal number, Sequence number of submittal, Contractor's Project number and date of submission.
- E. Copies: Submit 5 copies minimum, of reports of quality control reports, on dry-process xerographic copies only.
- F. Administrative Requirements for Submittals: Submittals shall be made by Contractor in accordance with requirements specified herein and in individual Sections.

1. Indicate clearly on each submittal the specified or referenced values for each quality control activity and the values obtained.
2. Contractor shall note clearly and sign each submittal certifying that reported quality control activity "Conforms" or "Does Not Conform".
3. Transmit all submittals to the OCTA Project Engineer unless otherwise directed.

G. Changes and Deviations: Identify all deviations from requirements of Drawings and Specifications. Changes in the Work shall not be authorized by submittals review actions. No review action, implicit or explicit, shall be interpreted to authorize changes in the Work. Changes shall only be authorized by separate written Change Order or Construction Change Directive, in accordance with the Conditions of the Contract and Section 01035 - Contract Modification Procedures.

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

I. Unsolicited Submittals: Unsolicited submittals will be returned un-reviewed.

1.4 QUALITY CONTROL SUBMITTALS SCHEDULE

A. Schedule Format: Include quality control submittals on Submittals Schedule specified in Section 01340 - Shop Drawings, Product Data, and Samples.

B. Schedule Content: List all tests, inspections and balancing reports specified to be submitted, indicating submittal number, submittal type (field test, field inspection, fabrication inspection, etc.), scheduled date of quality control activity and date report should be made.

1.5 ENGINEER'S REVIEW

A. Engineer's Review of Submittals: Review by Engineer and Engineer's consultants shall be only for general conformance with the design concept and requirements based on the information presented. Neither Engineer nor Engineer's consultants will validate submitted quality control data.

B. Contract Requirements: Review by Engineer and Engineer's consultants shall not relieve the Contractor from compliance with requirements of the Specifications. Changes shall only be authorized by separate written Change Order or Construction Change Authorization, in accordance with the General Conditions and Section 01035 - Contract Modification Procedures.

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 – EXECUTION

Not Applicable to this Section

END OF SECTION

**SECTION 01370
SCHEDULE OF VALUES**

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. At pre-construction meeting submit to the OCTA Project Manager a Schedule of Values (Cost breakdown) allocated according to the various items and portions of the Work equal to the total bid amount.
- B. Upon request of the OCTA Representative, support the values with data which will substantiate their correctness.
- C. The Schedule of Values shall be used only as the basis for the Contractor's Applications for Payment.
- D. Related Requirements in Conditions of the Contract.

1.2 RELATED REQUIREMENTS

- A. Section 01025: Measurement and Payment.
- B. Section 01310: Construction Schedules.
- C. Cost Breakdown.

1.3 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on 8-1/2 inch x 11 inch white paper; Contractor's standard forms and automated printout will be considered for approval by the OCTA Project Engineer upon Contractor's request. Identify schedule with:
 - 1. Title of Project and Location;
 - 2. OCTA Project Contract Number;
 - 3. Name and Address of Contractor;

4. Contract designation number
 5. Date of submission.
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values as itemized in the Cost Breakdown for progress payments during construction.
- C. Follow the table of contents of the Project Specifications as the format for listing component items. Identify each item with the number and title of the respective major section of the specifications.
- D. For each major line item, list sub-values of major products or operations under the item.
- E. Provide a line item of cost to identify all items of construction
- F. Each item shall include a directly proportional amount of Contractor's overheads and profit.
- G. The sum of all values listed in the schedule of values shall equal the total contract Sum (Bid amount).

END OF SECTION 01370

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Regulatory requirements for testing and inspection.
- B. Contractor's quality control.
- C. Quality of the Work.
- D. Inspector of Record.
- E. Inspections and tests by Testing and Inspection Company.
- F. Inspections and tests by serving utilities.
- G. Inspections and tests by manufacturer's representatives.
- H. Inspections by the City or State of California.

1.2 RELATED SECTIONS

- A. Section 01040 - Coordination: Coordination of Work under Contract.
- B. Section 01060 - Regulatory Requirements: Compliance with applicable codes, ordinances and standards.
- C. Section 1360 - Quality Control Submittals: Administrative requirements for submittals reporting results of tests and inspections during field work.
- D. Section 01600 - Product Requirements: Product options, substitutions, transportation and handling requirements, storage and protection requirements, and system completeness requirements.

1.3 REFERENCES

- A. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection used in Engineering Design and Construction.

1.4 REGULATORY REQUIREMENTS FOR TESTING AND INSPECTION

- A. Regulatory Requirements for Testing and Inspection: Inspections, testing and approvals as required by authorities having jurisdiction (City of Anaheim, Garden Grove and Irvine). Refer to Section 01060 - Regulatory Requirements.

1. California Code of Regulations (CCR) - Title 24, State Building Code (Uniform Building Code with State of California Amendments), latest edition, as adopted and interpreted by authorities having jurisdiction.
2. California Code of Regulations (CCR) - Title 22, Sections 94065, 94067 and 94069.

1.5 CONTRACTOR'S QUALITY CONTROL

- A. Contractor's Quality Control: Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of the Drawings and Specifications by coordinating, supervising, testing and inspecting the Work and by utilizing only suitably qualified personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of the Drawings and Specifications, including, by reference, all Codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the Project, for projects of this type.
- C. Quality Control Personnel: Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.6 QUALITY OF THE WORK

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements. The installation of new equipment or accessories and all associated work shall be installed in compliance with the codes, and pass all required inspection by private or governmental agencies.
- C. Protection of Existing and Completed Work: Take all measures necessary to preserve and protect existing and completed Work free from damage, deterioration, soiling and staining, until acceptance by the Authority.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation

instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

- F. **Verification of Quality:** Work shall be subject to verification of quality by the Authority or OCTA Consultant in accordance with provisions of the Conditions of the Contract.
 - 1. Contractor shall cooperate by making Work available for inspection by the Authority or OCTA Consultant Engineer or their designated representative.
 - 2. Such verification may include mill, plant, shop, or field inspection as required. OCTA designated Consultant or Inspector shall access to material inspection.
 - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 - 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers, and manufacturers, for verification of quality by the Authority or Consultant or Inspector.
 - 5. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the Conditions of the Contract.
- G. **Observations by the Authority's Engineer or Consultants:** Periodic and occasional observations of Work in progress may be made by the Project Engineer or OCTA Consultant as deemed necessary to review progress of Work and general conformance with design intent.
- H. **Limitations on Inspection, Test and Observations:** Neither employment of an Inspector of Record, independent testing and inspection agency, or observations by the Engineer and Consultants shall in no way relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents and applicable Building Code and other regulatory requirements.
- I. **The Engineer's Acceptance and Rejection of Work:** The Engineer reserves the right to reject all Work not in conformance to the requirements of the Specifications.
- J. **Correction of Non-Conforming Work:** Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. **Acceptance of Non-Conforming Work:** Acceptance of non-conforming Work, without specific written acknowledgement and approval of the Authority, shall not relieve the Contractor of the obligation to correct such Work.
- L. **Contract Adjustment for Non-conforming Work:** Should the Authority or OCTA Consultant determine that it is not feasible or in Authority's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between the Authority and Contractor. If equitable amount

cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with the Conditions of the Contract.

- M. Non-Responsibility for Non-Conforming Work: The Engineer and the Engineer's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.

1.7 INSPECTIONS AND TESTS BY AUTHORITIES HAVING JURISDICTION

- A. Inspections and Tests by Authorities Having Jurisdiction: Contractor shall cause all tests and inspections required by authorities having jurisdiction to be made for Work under this Contract, City of Anaheim, Garden Grove, Irvine Building Department, Fire Department, Health Department, AQMD, SCE and similar agencies. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.8 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.9 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.10 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. Inspections by Independent Testing and Inspection Agency or Agencies: The following applies to tests and inspections.
 - 1. The Authority will select and pay for independent testing and inspection agency or agencies to conduct tests and inspections as indicated in the Specifications and as required by authorities having jurisdiction.
 - 2. Costs for additional tests, inspections and related services, due to the following, shall be reimbursed to the Authority by the Contractor and no change in Contract Time shall result.
 - a. Failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
 - b. Changes in sources, lots or suppliers of products after original tests or inspections.

- c. Changes in means methods, techniques, sequences and procedures of construction which necessitate additional testing, inspection and related services.
 - d. Changes in material after review and acceptance of submittal.
- B. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to the OCTA Project Engineer, OCTA consultant (as applicable), Authority, City of Anaheim, Garden Grove, Irvine Inspector of Record, and the Contractor and to agency having jurisdiction (if required by Code).
 - 1. Reports shall clearly identify the following:
 - a. Date issued.
 - b. Project name and number.
 - c. Identification of product and Specifications Section in which Work is specified.
 - d. Name of inspector.
 - e. Date and time of sampling or inspection.
 - f. Location in Project where sampling or inspection was conducted.
 - g. Type of inspection or test.
 - h. Date of test.
 - i. Results of tests.
 - j. Comments concerning conformance with Contract Documents and other requirements.
 - 2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
 - 3. Samples taken but not tested shall be reported.
 - 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
- C. Contractor Responsibilities in Inspections and Tests:
 - 1. Notify OCTA Project Engineer 24 hours in advance of expected time for operations requiring inspection and testing services.
 - 2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used which require advance testing.
 - 3. Cooperate with independent testing and inspection agency personnel, Inspector of Record, Authority, Project Engineer, and OCTA consultants. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.
 - 4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Project site or at source of products to be tested, and to store and test samples.

5. Provide, at least 15 days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.
6. Provide 24 hours advance notice of each test and inspection to the Inspector of Record, Authority's Project Engineer and OCTA consultants of each test and inspection, as directed.
7. Obtain all Inspections required by the City of Anaheim, Garden Grove, and Irvine, and provide Authority a final sign –off of the project from the Cities.

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 – EXECUTION

Not Applicable to this Section

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1-GENERAL

1.1 SECTION INCLUDES

- A. Codes and regulations governing construction facilities and practices.
- B. Maintenance of construction facilities and temporary controls.
- C. Temporary utilities and services.
- D. Ventilation during construction.
- E. Temporary water service.
- F. Temporary sanitary facilities.
- G. Temporary power and lighting.
- H. Temporary construction barriers, enclosures and passage.
- I. Security.
- J. Fire protection.
- K. Protection of installed Work.
- L. Runoff control.
- M. Cleaning during construction.
- N. Construction parking.
- O. Removal of construction facilities and temporary controls.

1.2 RELATED SECTIONS

- A. Section 01000 – General Requirements
- B. Section 01710 - Final Cleaning.

1.3 CODES AND REGULATIONS

- A. Safety Regulations: Comply with requirements of all applicable Federal, State, and local safety rules and regulations. Contractor shall be solely responsible for job site safety.

- B. Barricades and Barriers: Provide substantial barriers, guardrails, and enclosures around Work areas and adjacent areas for protection of office workers, OCTA Office staff, and the public from falling equipment and debris. Provide traffic signs, install barricades around work area and in bus parking, car parking, and driveways areas. Provide adequate bus lane thoroughfare space through construction storage area for bus and vehicle passage.
- C. Noise Abatement Regulations: Comply with requirements of noise abatement regulations, such as use of mufflers on powered equipment and scheduling of construction activities to permitted hours only.

1.4 MAINTENANCE OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Maintenance: Use all means necessary to maintain construction facilities and temporary controls in proper and safe condition throughout progress of the Work.
- B. Replacement: In the event of loss or damage, promptly restore temporary construction facilities and controls by repair or replacement at no change in the Contract Sum or Contract Time.

1.5 TEMPORARY UTILITIES AND SERVICES

- A. Temporary Utilities and Services: Contractor shall make temporary service connections, including connections to existing site services. Coordinate points of connection with the Authority' Project Engineer and comply with the Authority's directions regarding provisions to preserve and maintain building services. All costs for a temporary construction utilities and services system shall be included in the Contract Sum. Provide temporary utilities during shut-down to keep all services ongoing and continuous during relocation of these utilities. All cost for these temporary facilities shall be include in the bid contract sum.

1.6 TEMPORARY WATER SERVICE

- A. Temporary Water Service: Contractor shall locate and connect to existing water source for temporary construction water service. Extend branch piping with outlets located so that water is available by use of hoses. All costs for a temporary construction water system shall be included in the Contract Sum.

1.7 TEMPORARY SANITARY FACILITIES

- A. Temporary Sanitary Facilities: Provide and maintain temporary sanitary facilities and enclosures for use by construction personnel during construction. Contractor shall provide servicing of the toilet on a daily basis All costs for a temporary sanitary system shall be included in the Contract Sum.

1.8 TEMPORARY POWER AND LIGHTING

- A. Temporary Power and Lighting: Provide electric service as required for construction operations, with branch wiring and distribution boxes located to provide electrical service

and lighting for construction activities. Contractor shall pay all costs to establish temporary electric service and for all electricity consumed.

1.9 TEMPORARY BARRIERS, ENCLOSURES AND PASSAGEWAYS

- A. Temporary Barriers, General: Provide barriers, guardrails, flashing lights, as required to protect OCTA staff, bus workers from falling debris, tools, etc., to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Dust and Debris Barriers: Provide dust and debris barriers and covers (to prevent dust damage and soiling of existing facilities from construction work), cover all structures, office equipment, office furniture, buses, bus repair equipment, vehicles, near or in the vicinity of the construction work. Provide covers to OCTA office furniture, equipment, files, records, etc. Clean all work areas at completion of work in the area of work or phase.

1.10 SECURITY

- A. Security Responsibility: Security of the Project area, material, equipment, and tools until completion of the Contract shall be solely the Contractor's responsibility.
- B. Security Provisions General: Provide a security program and facilities to protect Work from unauthorized entry, vandalism, and theft.
- C. Protection: Protection of construction work is Contractor's responsibility.

1.11 FIRE PROTECTION

- A. Fire Protection Responsibility: Protection of Project from fire shall be solely Contractor's responsibility.
- B. Fire Protection Provisions, General: Maintain, at a minimum, the Work in conditions to minimize fire hazards and provide adequate fire protection devices, such as suitable fire extinguishers, blankets, warning signs, and storage containers.
- C. Special Fire Protection Provisions: During hazardous construction activities, maintain fire protection devices immediately available for use at the location of such activities.

1.12 PROTECTION OF INSTALLED WORK

- A. Protection of Installed Work, General: Provide temporary protection for installed products and work. Control traffic in immediate area to minimize damage. Provide OCTA workers adequate space to pass around work area.
- B. Protective Coverings: Provide protective coverings on surrounding OCTA equipment, furniture, files, buses, utilities, as necessary to prevent damage from construction activities, such as demolition, dust, and other material of construction and as necessary to prevent other than normal construction activities
- C. Traffic Protection: Protect finished work and other surfaces from traffic, soiling, wear and marring.

0. Provide temporary covers of kraft paper, canvas, plastic sheets, or temporary rugs and mats, over all OCTA property, office equipment, furniture, equipment, files and records, when required by the Authority. Temporary covers shall not slip or tear under normal use.

1. Protect completed work areas.

1.13 RUNOFF CONTROL

- A. Clearing and Cleaning: Keep site access ways, parking areas and building access and exit facilities clear of construction debris and contractor's cars. During work in any area keep bus and car traffic lanes open at all times. Work only in phase or designated area, and close only assigned areas of work. Contractor shall be allowed to work in specific or one elevator at a time only as offices are occupied by working OCTA staff during the day.
 1. Remove construction debris and dispose in a manner which will not be injurious to persons, property, plant materials and site. All removed debris and accessories, shall be disposed off-site legally by the contractor daily.
 2. Comply with runoff control requirements stated above and as required by authorities having jurisdiction. Rain Run-off from demolition or from the site shall not be disposed into the storm drain system, and shall not flood driveways or the site. Contractor shall obtain NPDES construction permit to dispose of water from construction activities legally off-site. During construction contractor shall co-ordinate run-off to avoid flooding in excavations, pits or the site.

1.14 CLEANING DURING CONSTRUCTION

- A. Garbage Control: Control accumulation of debris, scrap, waste materials and rubbish, and daily dispose of debris, waste and rubbish off-site in a legal manner.
- B. Cleaning, General: Clean offices, building, sidewalks, corridors, driveways, paving, and streets frequently to maintain public thoroughfares free of dust, debris, and other contaminants from construction activities. Clean all areas of work at end of work day.
- C. Cleaning Frequency: At a minimum, clean work areas daily. Clean all areas before leaving site of work.

1.15 CONSTRUCTION PARKING

- A. Construction Parking: On-site parking will only be in designated areas allowed by the Authority or Facility Maintenance Manager. Maintain clear access ways and parking for buses, and emergency vehicles, as required by local police and fire authorities. Do not park or store material in bus stalls or assigned staff parking stalls.

1.16 REMOVAL OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Removal of Construction Facilities and Temporary Controls: Unless otherwise mutually agreed by the Authority and the Contractor, remove temporary materials, equipment, services, and construction prior to Substantial Completion review.
- B. Cleaning and Repairs: Clean and repair damage caused by installation or use of temporary facilities in project, public and private rightsof-way areas.

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 – EXECUTION

Not Applicable to this Section

END OF SECTION

SECTION 01515

PROTECTION OF EXISTING UTILITIES

- 1.1 DESCRIPTION: This Section includes specifications for protection of existing above and underground utilities as indicated. Coordinate with the work of Contract Specifications Section 01500, Temporary Facilities and Controls.
- 1.2 GENERAL
- A. Contractor shall locate existing utilities using OCTA record drawings (As-Built drawings) and a field survey. Locations of all utilities shall be confirmed by thorough on-site review of the Maintenance building. Contractor shall take precautions during construction when excavating, drilling, or any other construction operations that have the potential of damaging the existing utilities.
- B. If existing active services are encountered which interfere with construction work, and which are not indicated to be rearranged, relocated, or abandoned, notify the OCTA Representative in writing, requesting instructions for their disposition. Take immediate steps to ensure the utility service encountered is not interrupted, and do not proceed with the work until written instructions are received from the OCTA Project engineer or the Consultant. If service is interrupted, repair immediately. Provide temporary service during period of repair of damaged or disrupted utility.
- 1.3 INTERRUPTION OR DISCONTINUANCE OF SERVICE: The Contractor shall make arrangements with the OCTA Project Engineer as required for the interruption or discontinuance of any utility services. Provide proper notification of all affected parties. One week advance notice shall be provided for any scheduled interruption of utility service. Time of scheduled interruption shall be at a time least disruptive to OCTA. The protection of all above and underground utilities is the responsibility of the Contractor. Provide temporary utilities during disruption or disconnection. Repair all disruption of utilities immediately

END OF SECTION 01515

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. General requirements for products used for the Work:

1. Product options.
2. Substitutions.
3. System completeness.
4. Transportation and handling requirements.
5. Storage and protection.

1.2 RELATED SECTIONS

- A. Section 01060 - Regulatory Requirements: Codes and standards applicable to product specifications; minimum requirements.
- B. Section 01095 - Reference Standards and Abbreviations: References to various standards, standard specifications, codes, practices, and other requirements.
- C. Section 01340 - Shop Drawings, Product Data, and Samples: Requirements applicable to submittals for "or equal" and substitute products.

1.3 PRODUCTS

A. Products: Items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock, and include materials, equipment, assemblies, fabrications, and systems.

1. It is O.C.T.A. policy that all manufactured products and supplies be provided by United States manufacturing industries in agreement with related Union organizations. Therefore in the performance of the contract, Contractor shall give United States made products preference.
2. Named Products: Items identified by manufacturer's product name, including make or model designations indicated in the manufacturer's published product data.
3. Materials: Products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.

- B. Specific Product Requirements: Refer to requirements of Section 01400 - Quality Control and individual product Specifications Sections in Divisions 2 through 16 for specific requirements for products.
- C. Minimum Requirements: Specified requirements for products are minimum requirements.
- D. Product Selection: Provide products that fully comply with the Contract Documents, are undamaged and unused at installation.
- E. Standard Products: Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended use in similar conditions and that have been used successfully on similar projects. Products shall be as selected by Contractor and subject to review and acceptance by the Engineer.
- F. Product Completeness: Provide products complete with all accessories, trim, finish, safety guards, factory finished base supports or curbs, and other devices and details needed for a complete installation and for the intended use and effect.
- G. Code Compliance: All products, other than commodity products prescribed by Code, shall have a current ICBO Evaluation Service (ICBO ES) Research Report or CABO National Evaluation Report (NER).
- H. Interchangeability: To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.
- I. Nameplates:
 - 1. Provide a permanent nameplate as required by the specifications and required by code for ADA and other local and state requirements in each Elevator. Nameplates shall contain identifying information and essential data.

Name of manufacturer
Name of product
Model and serial number
Capacity
Power Characteristics
Speed
Office or area to which telephone call (telephone number) should be made in an emergency

1.4 PRODUCT OPTIONS

- A. Products Specified by Description: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that provides the characteristics and otherwise complies with the specified characteristic requirements.

- B. **Products Specified by Performance Requirements:** Where Specifications require compliance with performance requirements, provide product(s) that comply and are recommended by the manufacturer for the intended application and performance. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
- C. **Products Specified by Reference to Standards Only:** Where Specifications require compliance with a referenced standard, provide product which shall fully comply with the referenced standard specified.
- D. **Products Specified by Identification of Manufacturer and Product Name or Number:**
1. **Specified Manufacturer:** Provide the specified product(s) of the specified manufacturer. If only one manufacturer is specified, provide only the specified product(s). Substitutions will not be considered unless "or equal" provisions is indicated.
 2. **Acceptable Manufacturer(s):** Product(s) of the manufacturers named as acceptable manufacturers, which are determined to be equivalent to the specified product(s) of the specified manufacturer, will be accepted in accordance with the provisions specified below in paragraph titled "Or Equal" provisions and in Article titled "SUBSTITUTIONS", except time and cost requirements will not be waived.
 3. **Unnamed manufacturers:** Product(s) of unnamed manufacturers will not be considered unless reference is made to "Or Equal" provision in identifying acceptable manufacturers.
 4. **Quality Standard:** Product(s) of the specified manufacturer shall serve as the standard by which substitute products of named acceptable manufacturers and unnamed substitute manufacturers will be evaluated. Where the characteristics of the product are described, performance characteristics are identified, and reference standards are listed in addition to identification of specified manufacturer and product name(s) or number(s), such characteristics are specified to identify the most significant attributes that will be considered in evaluation of the substitution.
- E. **Products Specified by Combination of Methods:** Where products are specified by a combination of described characteristics, performance characteristics, reference standards, and manufacturer identification, provide products conforming to all such characteristics.
- F. **"Or Equal" Provision:** Where "or equal" is included after named manufacturer(s) and product(s), equivalent products of unnamed manufacturers will be considered in accordance with requirements specified in Article titled "SUBSTITUTIONS".
1. Prior to submitting "Or Equal" product(s) for consideration, Contractor shall review and determine that product(s) meet or exceed the minimum quality and warranty provisions of the specified product.

2. Cost and time considerations will be waived for products and manufacturers submitted under the "Or Equal" provision, except no increase in Contract Sum or Contract Time shall result.
3. Contractor's attention is called to the substitution provisions of the Conditions of the Contract.

G. Visual Matching: Where Specifications require matching a sample, the decision by the Engineer on whether a proposed product matches shall be final. Where no product matches and complies with other requirements, comply with provisions for "SUBSTITUTIONS" for selection of a matching product in another category.

H. Visual Selection: Where requirements include the phrase "as selected from manufacturer's standard colors, patterns, textures", or a similar phrase, selections of products will be made by Consultant, or indicated party or, if not indicated, by the Project Engineer. The Project Engineer will select color, pattern and texture from the product line of submitted manufacturer, if all other specified provisions are met.

1.5 SUBSTITUTIONS

A. Substitutions: Requests by Contractor to deviate from specified requirements for products, materials, equipment, and methods, or to provide products other than those specified, shall be considered requests for substitutions except under the following conditions:

1. Substitutions are requested during the bidding period, and accepted prior to execution of the Contract.
2. Revisions to Contract Documents requested by the Authority or the Engineer.
3. Specified options of products and construction methods stated in the Contract Documents.
4. Compliance with regulations and orders issued by governing authorities having jurisdiction.

B. Substitution Provisions: Refer to substitution provisions of the Conditions of the Contract, in addition to the following specific requirements.

C. Substitution Submittal Period:

1. Time Limit: Only during the bid phase will the Authority and Engineer consider requests for substitutions.
2. Product Availability Waiver: Substitutions will be considered after execution of the Agreement only when a product becomes unavailable due to no fault of Contractor. Failure to place orders for specified products sufficiently in advance of required date for incorporation into the Work will not be considered as a valid reason for which Contractor may request a substitution or deviation from requirements of the Drawings and Specifications.

D. Provisions for Consideration and Acceptance of Substitutions:

1. Documentation: Substitutions will not be considered when they are indicated or implied on shop drawing, product data or sample submittals without a separate written request, or when acceptance will require substantial revision of the Contract Documents.
2. Cost and Time Considerations: Substitutions will not be considered unless a net reduction in the Contract Sum or Contract Time results to the Authority's benefit, including redesign costs, life cycle costs, changes in related Work and overall performance of building systems.
3. Data: It shall be the responsibility of the Contractor to provide adequate data demonstrating the merits of the proposed substitution, including cost data and information regarding changes in related Work.
4. Engineer's Determination: The Engineer will determine the acceptability of proposed substitutions, and notify the Contractor in writing, within a reasonable time, whether the proposed substitution is accepted or rejected.
5. Substitution Limitation: Only one request for substitution will be considered for each product.
6. Non-Acceptance: If a proposed substitution is not accepted, provide the specified product.

E. Substitution Submittal Process:

1. Submit the intended substitution to the Engineer for review and approval. Submit a minimum of 5 copies.
2. Submit product data, including drawings, descriptions of products, fabrication details, and installation procedures. Include samples where applicable or requested.
3. Include appropriate product data of the specified product(s) of the specified manufacturer, suitable for use in comparison.
4. Submit a comparison of significant characteristics of the proposed substitution with those of the specified product. Include a list of changes or modifications needed to other parts of the Work and to construction to be performed by the Authority and separate Contractors that will be necessary if the proposed substitution is accepted.
5. Submit a statement indicating the substitution's effect on the Construction Schedule compared to the Schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
6. Submit cost information, including a proposal of the net change, if any, in the Contract Sum.

7. Submit certification that the substitution is equivalent or superior in every respect to that required by the Contract Documents, and that the substitution is suited for and can perform the purpose or application for the particular use intended in the Contract Documents. Include Contractor's waiver of rights to additional payment or time that may be necessary because of the substitution's failure to perform adequately.
8. If, in the Engineer's opinion, sufficient data has not been submitted to enable a full and thorough review of the intended substitution, the substitution may be denied.

F. Contract Document Revisions:

1. Should a Contractor-proposed substitution or alternative sequence or method of construction require revision of the Contract Drawings or Specifications, including revisions for the purposes of determining feasibility, scope, cost, or revisions for the purpose of obtaining review and approval by governing authorities having jurisdiction, revisions will be made by the Engineer, or other consultants of the Authority who are the design professionals of record, only as approved in advance by the Authority.
2. Services of the Engineer, or consultants of the Authority, including time spent in researching and reporting on proposed substitutions or alternative sequence and method of construction, shall be paid by Contractor when such activities are considered additional services to the design services contracts of the Authority.
3. Costs of services by the Engineer, or other consultant of the Authority, shall be paid on a time and materials basis, based on current hourly fee schedules, with reproduction, long distance telephone, and shipping costs reimbursable.
4. Such fees shall be paid whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by the Authority and a Change Order is executed.
5. Such fees shall be paid from the Contractor's portion on savings, if a net reduction in Contract Sum results. If fees exceed Contractor's portion of net reduction, Contractor shall pay all remaining fees unless otherwise agreed in advance by the Authority.
6. Such fees owed shall be deducted from the amount owed the Contractor on the Application for Payment next made following completion of revised Contract Drawings and Specifications or completion of research and other services. Contractor will then pay the Engineer or other consultants of the Authority.

1.6 TRANSPORTATION, DELIVERY, AND HANDLING

- A. Comply with manufacturer's instructions and recommendations for transportation, delivery and handling, in addition to the following.
- B. Transportation: Transport products by methods to avoid product damage.

- C. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Deliver products in undamaged condition in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Contractor is responsible and should be present at work site for receiving his material delivery at site of work.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, marring or other damage.
- F. Promptly inspect products on delivery to ensure that products comply with contract documents, quantities are correct, and to ensure that products are undamaged and properly protected.

1.7 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Periodically inspect to ensure products are undamaged, and are maintained under required conditions.
 - 2. Products damaged by improper storage or protection shall be removed and replaced with new products at no change in Contract Sum or Contract Time.
- B. Store products to facilitate inspection and measurement of quantity or counting of units.
- C. Store heavy materials away from the structure in a manner that will not endanger supporting structure. Store materials only in space assigned by the OCTA Facility Manager.
- D. Store moisture-sensitive products in a weathertight enclosure or covered with an impervious sheet covering. Provide adequate ventilation to avoid condensation. Maintain product storage within temperature and humidity ranges required by manufacturer's instructions.
 - 1. For exterior storage of fabricated products, place on sloped supports above ground.
 - 2. Store construction material on pallets in a well-drained area. Prevent mixing with foreign matter. Tie down material to prevent material from flowing or blowing away to other areas of the site.
 - 3. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions. Store materials and equipment in space assigned by Facility Maintenance Manager
- E. Protection:

1. Provide barriers, flashing lights, substantial coverings and notices to protect installed Work from traffic and subsequent construction operations.
2. Remove protective measures when no longer required and prior to Acceptance of the Work.

1.8 SYSTEM COMPLETENESS

- A. The Contract documents and Specifications are not intended to be comprehensive directions on how to produce the Work. Rather, the documents and Specifications are instruments of service prepared by the responsible design professional to describe the design intent for the completed Work.
- B. It is intended that materials, equipment, systems and assemblies be complete and fully functional even though not fully described. Provide all products and operations necessary to achieve the design intent described in the Contract Documents.
- C. Contractor shall report to the Engineer immediately when elements essential to proper execution of the Work are discovered to be missing or mis-described in the Specifications or if the design intent is unclear.
- D. Should an essential element be discovered as missing or mis-described prior to receipt of bids, and Addendum or Clarification will be issued so that all costs may be accounted for in the Contract Sum.
- E. Should an obvious omission or mis-description of a necessary element be discovered and reported after execution of the Agreement, the Contractor shall provide the element as though fully and correctly described, and a no-cost Change Order shall be executed.

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Installation of Products:
 1. Comply with manufacturer's instructions and recommendations for installation of products, equipment, or materials. Comply with code requirements for products, equipment, and materials installed in the construction.
 2. Anchor each product securely in place, accurately located and aligned with other Work. Provide temporary support during construction.
 3. Clean exposed surfaces and provide protection to ensure freedom from damage and deterioration at time of Substantial Completion review.

**OCTA – ELEVATOR UPGRADES
ANAHEIM, GARDEN GROVE, IRVINE (SC) BUS BASES**

**IFB 0-1397
EXHIBIT B**

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contract closeout procedures.
- B. Project record documents.

1.2 RELATED SECTIONS

- A. Section 01340 - Shop Drawings, Product Data, and Samples: General requirements for submittals.
- B. Section 01500 - Construction Facilities and Temporary Controls: Remove temporary controls.
- C. Section 01710 - Final Cleaning: Cleaning as part of Contract closeout.

1.3 FINAL COMPLETION ACTIONS

- A. Final Application for Payment: In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed substantially complete.
- B. Warranties, Bonds, and Certificates: Submit specified warranties, guarantees, workmanship bonds, maintenance agreements, final certifications and similar documents.
- C. Tests and Instructions: Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

1.4 SUBSTANTIAL COMPLETION REVIEW

- A. Preliminary Punch List Review: At Contractor's request, the Project Engineer and Consultant will attend a preliminary Contract closeout review, not earlier than 14 days prior to anticipated Substantial Completion review date.
 - 1. Consultant through Project Engineer shall provide at preliminary review, a typewritten list (Preliminary Punch List) of items to be completed and corrected.
 - 2. List shall identify items by location

3. Segregate Work on separate lists according to categories used for Drawings. For example, provide lists for Architectural, Structural, Mechanical, Plumbing, Electrical, Special Equipment and other disciplines.
 4. The Project Engineer and Contractor shall conduct a brief walk-through of Project to review scope and adequacy of list.
- B. Contractor's Certification: When determined by Contractor, submit to the Engineer written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Substantial Completion review by the Engineer. Provide one week notice to the Project Engineer that Work is substantially complete according to Contractor.
- C. Punch List Review: The Project Engineer, Facility Manager, and the responsible design consultants, as may be necessary, will attend a Contract closeout review and conduct a walk-through of Project to review the updated list of items to be completed and corrected (Punch List).
1. Contractor shall prepare a list and record additions, deletions, and revisions as noted by the Project Engineer for completion or correction.
 2. Contractor shall retype and distribute the revised Punch List to the Engineer.
 3. Costs of additional visits to the site by the Project Engineer, and the design consultants, to review completion and correction of Work, shall be reimbursed to the Authority by the Contractor.
- D. Cleaning and Clearing: Prior to Substantial Completion review, execute cleaning and clear site of temporary facilities and controls, as specified in Section 01500 - Temporary Facilities and Controls and in Section 01710 - Final Cleaning.
- E. Testing and Inspection: Prior to Substantial Completion review, complete all inspection, testing and balancing, sterilization and cleaning of the Work, and obtain final City Inspection and City sign-off
- F. Engineer's Certification: The Engineer determines that the list of items to be completed and corrected (Punch List) is sufficiently complete for the Authority to occupy the Project area for the use to which it is intended.
- G. Notice of Completion: The Authority, after receipt of the Project Engineer's certification, will record a Notice of Completion with the county.
- 1.5 FINAL COMPLETION SUBMITTALS
- A. Agency Document Submittals: Submit to the Project Engineer all documents required by governing authorities, utilities, and other agencies, including permit cards, signed as final by the inspectors, and certifications of inspections and tests.

- B. Final Specifications Submittals: Submit to the Engineer all documents and products required by Specifications to be submitted, including the following which apply:
 - 1. Project record drawings
 - 2. Maintenance data.
 - 2. Guarantees, warranties, and bonds.
 - 3. Testing reports of Elevator System (three copies) and certificates of compliance.
 - 5. City of Anaheim, Garden Grove, and Irvine final sign-off
 - 6. State of California Inspection and sign-off, and operating permit
- C. Certificates of Compliance and Test Report Submittals: Submit to the Engineer certificates and reports as specified, as required by manufacturers for warranty and guarantee purposes, and as required by authorities having jurisdiction.
- D. Subcontractor List: Submit to the Project Engineer five copies of updated Subcontractor and Materials Supplier List.
- E. Warranty Documents: Prepare and submit to the Project Engineer warranties and bonds as specified in Section 01740 - Warranties and Bonds
- F. Final Payment: After completion of all items listed for completion and correction, submission of all documents and products and final cleaning, submit final Application for Payment, identifying the total adjusted Contract Sum, previous payments and the remaining sum due.

1.6 PROJECT RECORD DOCUMENTS

- A. Project Record Documents General: Maintain on site, one set of the following record documents and record actual construction and all revisions to the Work:
 - 1. Contract Documents.
 - 2. Project Manual with Specifications, Addenda, Change Orders and other instruments modifying the Contract.
 - 3. Reviewed shop drawings, product data and samples.
 - 4. Store Record Documents separate from documents used for construction.
- B. Record Specifications: In PART 2 - PRODUCTS in each Section, legibly mark and record actual Products installed or used including:
 - 1. Manufacturer's name and product model or catalog number.

2. Product substitutions or alternates utilized.
 3. Changes made by Addenda, Change Orders and other instruments modifying the Contract.
- C. Project Record Drawings: Record information continuously as Work progresses. Do not conceal Work permanently until all required information is recorded. Legibly and to scale, mark a reproducible set of Contract Drawings to record actual construction, including:
1. Measured dimensions and cross section of work.
 2. Measured horizontal and vertical locations of utilities, equipment from specific wall locations.
 3. Field changes of dimension and detail.
 4. Details not on original Contract Drawings (Changes of location of building lines, ducts, utilities, equipment, and other accessories).
 5. Reproducible set of existing record drawings will be provided to Contractor by the Authority and Engineer for mark-up.
- D. Submission: Submit Record Documents to the Engineer prior to final Application and Certificate for Payment.

PART 2 – PRODUCTS

Not Applicable to this Section

PART 3 – EXECUTION

Not Applicable to this Section

END OF SECTION

SECTION 01710

FINAL CLEANING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cleaning for Substantial Completion review and final acceptance.

1.2 RELATED SECTIONS

- A. Additional Requirements: Cleaning for specific products or elements of Work are described in individual product Specification Sections describing that Work.

1.3 CLEANING AND DISPOSAL REQUIREMENTS

- A. Cleaning and Disposal Requirements, General: Conduct cleaning and disposal operations in compliance with all applicable codes, ordinances and regulations, including environmental protection laws, rules and practices.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents and Materials: Use only those cleaning agents and materials which will not create hazards to health or property and which will not damage surfaces.
 - 1. Use only those cleaning agents, materials, and methods recommended by manufacturer of the material to be cleaned.
 - 2. Use cleaning materials only on surfaces recommended by cleaning agent manufacturer.

PART 3 - EXECUTION

3.1 SUBSTANTIAL COMPLETION REVIEW CLEANING, GENERAL

- A. Substantial Completion Review Cleaning General: Execute a thorough cleaning prior to Substantial Completion review by the Engineer.
 - 1. Clean all surrounding appurtenances such as building structure, floor, walls, door, windows, roof, gutters, drains, downspouts, skylights, exhaust fan platforms, HVAC Units, roof equipment, vents, walls, windows, office equipment, furniture, files, duct work, ceilings, fascia, curbs, flashing, surrounding driveways, and the site affected by the construction work by thorough brooming and washdown.
 - 2. Remove waste and surplus materials, rubbish and temporary construction facilities, utilities and controls.

3.2 FINAL COMPLETION INTERIOR CLEANING

- A. *Final Completion Cleaning, General:* Complete final cleaning before submitting final Application for Payment.
 - 1. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, roof material, paint, and other foreign materials from all visible interior and exterior surfaces.
 - 2. Remove dust from all offices, horizontal surfaces not exposed to view, including furniture, equipment, light fixtures, ledges, utilities, ceilings, walls, and other fixtures.
- B. Clean all Elevators from inside, conduit, fans, switches, J-boxes, and accessories, adjacent walls, floors, equipment, and structure affected by construction work including areas adjacent to construction and on site.
- C. *Metalwork:* Clean and buff all metalwork, to be free of soiling and fingerprints. Mirror finished metalwork shall be buffed to high luster.
- D. *Fixture Cleaning:* Clean building accessories, all plumbing fixtures, all lighting fixture lenses, structure, metal, equipment, and accessories affected by work.
- E. *Floor Cleaning:*
 - 1. Exposed concrete floors: Thoroughly sweep and wet mop floors in buildings or roof, affected by elevator upgrade work. When work is completed in a phase, clean area of construction before proceeding to next phase.
 - 2. Interior Office flooring: Thoroughly clean and mop tile flooring, carpets, or outside concrete pavement as required. Comply with specific requirements of materials manufacturers for cleaning materials. Also clean adjacent areas affected by construction work.

3.3 FINAL COMPLETION SITE CLEANING

- A. *Site Cleaning:* Broom clean exterior paved surfaces. Rake clean other surfaces of the grounds affected by construction material.
 - 1. Wash down and scrub where necessary all paving soiled as a result of construction activities. Thoroughly remove material droppings, splatters, stains, oil, and adhered soil.
 - 2. Remove from the site and building all construction waste, material used for repair, unused materials, excess soil and other debris resulting from the Work.

3.4 INSPECTION

- A. *Cleaning Inspection:* Prior to Final Payment or acceptance by the Project Engineer for partial occupancy of premises, the Contractor, Consultant, and the Project Engineer

shall jointly conduct an inspection of visible interior and exterior surfaces to verify that entire work is clean.

END OF SECTION

**SECTION 01720
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Maintain at the site for OCTA Representative one record copy of:

1. Approved Drawings;
2. Specifications;
3. Addenda;
4. Change Orders and other Modifications to the Contract;
5. OCTA's Field orders or written instructions;
6. Reviewed Shop Drawings, Product Data, and Samples;
7. Field Test Records; and
8. Referenced Documents.
9. Signed City Inspection Card

Submit all the above as Record Documents at end of Project

1.2 RELATED REQUIREMENTS

A. Section 01340: Shop Drawings, Product Data and Samples

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files for storage of contract documents.

2. Provide locked cabinet or secure storage space for storage of samples.
 - B. File documents and samples in accordance with CSI/CSC format.
 - C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
 - D. Make documents and samples available at all times for inspection by the OCTA's Representative.
- 1.4 MARKING DEVICES
- A. Provide red color ball point pen for marking all new work on the drawings
- 1.5 RECORDING
- A. Label each document "PROJECT RECORD" in neat large printed letters.
 - B. Record information concurrently with construction progress.
 1. Do not conceal any work until required information is recorded.
 - C. Drawings: Legibly mark to record actual construction:
 1. Horizontal and vertical locations of equipment, utilities and other appurtenances, referenced to permanent surface improvements;
 2. Location of internal utilities and appurtenances concealed in the ceiling, wall or construction, referenced to visible and accessible features of the structure;
 3. Field changes of dimension and detail with reference to any RFI's, when applicable (copies of applicable RFI's shall be attached to the Record Documents)
 4. Changes made by Field Order or by Change Order
 5. Details not on original contract documents.
 - D. Specifications and Addenda: Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed
 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings: Maintain as record documents.
1. Legibly annotate drawings to record changes made after review.
 2. Shop Drawings prepared on CAD:
 - a. Revise the CAD file to reflect annotations made on record copy.
 - b. Submit CAD files on CD-ROMs and submit in accordance with paragraph 1.6.

1.6 SUBMITTAL

- A. At Contract close-out, deliver following Record documents to the OCTA's Project Engineer
- B. Accompany submittal with transmittal letter in duplicate, containing:
 1. Date;
 2. Project title and number;
 3. Contractor's name and address;
 4. Title and number of each Record Document submitted
 5. Signature of Contractor or his authorized representative.
- C. The following shall be submitted along with any other special documents and Manufacturer's manual:
 - A) Project Record Drawings and Specifications.
 - B) Project Manual of Materials, Product data, and Submittals
 - C) City approval and final Sign-off of Project
 - D) Certified Final Testing Reports.
 - E) Special Manufacturer's guarantee and warranty for the Equipment installed and Maintenance agreement.

END OF SECTION 01720

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Format and content of operation and maintenance manuals.
- B. Instruction of the Authority's personnel.
- C. Schedule of operation and maintenance manuals submittals.

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturer's instructions for testing reports.
- B. Section 01600 - Products Requirements: Systems demonstration.
- C. Section 01700 - Contract Closeout: Contract closeout procedures, project record documents, operation and maintenance manuals, warranties and bonds.
- D. Individual Product Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

- A. Preparation of data shall be done by persons:
 - 1. Trained and experienced in maintenance and operation of the described products.
 - 2. Familiar with requirements of this Section.
 - 3. Skilled in technical writing to the extent required to communicate essential data.
 - 4. Skilled as drafters competent to prepare required drawings.

1.4 INSTRUCTION MANUAL FORMAT

- A. Manual Format: Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 inch, three-ring binders with hardback, cleanable, plastic covers; 1-1/2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS. List title of Project, address, contract number, and particular building as applicable. Identify subject matter of contents.

- D. Organization: Arrange content by systems under Section numbers and sequence of Table of Contents of this Project Manual. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- E. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- F. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- G. Provide "As-built" drawings of the project. Authority will provide a set of drawings for "As-built" mark-up.

1.5 CONTENTS, EACH VOLUME

- A. Table of Contents: Provide title of Project, the Authority's project contract number and names, addresses, and telephone numbers of the Engineer, the Engineer's consultants and the Contractor. Include names of contact persons. Provide schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses, and telephone numbers of subcontractor, original supplier and manufacturer, as applicable, including name of contact person. Include name, address, telephone number of local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete information not applicable.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Additional Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01400 - Quality Control.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured Products, maintenance parts and accessories.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

- D. Additional Requirements: As specified in individual Specification Sections.
- E. Table of Contents: Provide a listing in Table of Contents for design data, with tabbed binder divider page and space for insertion of data.

1.7 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications. Provide directory for inside electric panels for circuit numbers, control panel, and related equipment or power circuit connections.
- C. Wiring Diagrams: Include diagrams of wiring as installed, with color coding as necessary for clarity.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, reassembly instructions, and alignment, adjusting, balancing, and checking instructions.
- F. Servicing : Provide servicing schedule and list of components required for servicing of all equipment, systems, and sensors.
- G. Instructions: Include manufacturer's printed operation and maintenance instructions.
- H. Operation Data: Include sequence of operation by controls manufacturer.
- I. Parts Data: Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams as necessary for maintenance. Provide list of original manufacturer's contact person telephone number, spare parts, current prices, and recommended quantities to be maintained in storage.
- J. Control Data: Provide diagrams by controls manufacturer of control systems as installed.
- K. Data: Provide Contractor's coordination drawings, with electrical diagrams as installed. Provide charts of panel numbers, with location and function of each circuit, and control diagrams. Color code diagrams as necessary for clarity.
- L. Reports: Include test reports as specified in Section 01450.
- M. Additional Requirements: As specified in individual Specification Sections.

- N. Design Data: Provide a listing in Table of Contents for design data, with tabbed binder divider page and space for insertion of data.

1.8 INSTRUCTION OF THE AUTHORITY'S PERSONNEL

- A. Schedule: Before Substantial Completion review, instruct the Authority's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times. Contractor will be required to instruct OCTA staff on working, repairing, and maintaining systems. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- B. Basis for Instruction: Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Instructional Material: Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.9 OPERATION AND MAINTENANCE DATA SUBMITTALS

- A. Preliminary Draft Submittal: Submit two copies of preliminary draft or proposed formats and outlines of contents before start of work. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering. The Engineer will review draft and return one copy with comments. Secure the Engineer's approval prior to proceeding.
- B. Preliminary Submittal: Submit two copies of completed preliminary volumes in final form 15 days prior to instruction of operation and maintenance personnel and prior to Substantial Completion review. See Section 01700 - Contract Closeout. One copy will be returned after Substantial Completion review with comments of the Engineer.
- C. Advance Submittals: For equipment, or component parts of equipment put into service during construction and operated by the Authority, submit documents within ten days after Acceptance.
- D. Revisions: After completion of instruction of the Authority's operation and maintenance personnel, review all proposed revisions of the Manual with the Project Engineer. Revise content of documents in accordance with review comments of the Project Engineer and the responsible design professional, and to include additional information as necessary from experience of instruction of the Authority's personnel.
- E. Final Submittal: Submit three copies of corrected revised volumes in final form prior to submission of final Application and Certificate for Payment.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General administrative and procedural requirements for preparation and submission of warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special Project warranties.
 - 1. Refer to the Conditions of the Contract for terms of Contractor's special warranty of workmanship and materials.
 - 2. Certifications and other commitments and agreements for continuing services to the Authority are specified elsewhere in the Contract Documents.

1.2 RELATED DOCUMENTS AND SECTIONS

- A. Section 01340 - Shop Drawings, Product Data, and Samples: General administrative requirements for submittals applicable to warranties and bonds.
- B. Section 01700 - Contract Closeout: General requirements for closeout of the Contract.
- C. Section 01730 - Operating and Maintenance Data: Operating and maintenance data binders, to include copies of warranties and bonds.
- D. Individual Product Specifications Sections: Special Project warranty requirements for specific products or elements of the Work; commitments and agreements for continuing services to Authority.

1.3 DEFINITIONS

- A. Warranty: Assurance to the Authority by the Contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system, service of the Work, in whole or in part, for the duration of the specified period of time.
- B. Guaranty: Assurance to the Authority by the Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- C. Standard Product Warranty: Preprinted, written warranty published by product manufacturer for particular products and specifically endorsed by the manufacturer to the Authority.

- D. **Special Project Warranty:** Written warranty required by or incorporated into Contract Documents, to extend time limits provided by standard warranty or to provide greater rights for the Authority.
- E. **Correction Period:** The Correction Period shall be synonymous with warranty period and guaranty period used in the Contract Specifications.

1.4 WARRANTIES AND GUARANTEES

- A. **Warranties and Guarantees General:** Provide all warranties and guarantees with the Authority named as beneficiary. For equipment and products, or components thereof, bearing a manufacturer's warranty or guaranty that extends for a period beyond the one year time beyond the Contractor's warranty and guaranty, so state in the warranty or guaranty.
- B. **Provisions for Special Warranties:** Refer to the Conditions of the Contract for terms of the Contractor's special warranty of workmanship and materials.
- C. **General Warranty and Guaranty Requirements:** Warranty shall be an agreement to repair or replace, without cost and undue hardship to the Authority, Work performed under the Contract which is found to be defective during the warranty or guaranty period (correction period).
- D. **Specific Warranty and Guaranty Requirements:** Specific requirements are included in product Specifications Sections of Divisions 2 through 16, including content and limitations.
- E. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties and guarantees shall not relieve Contractor of responsibility for warranty and guaranty requirements for the Work that incorporates such products, nor shall they relieve suppliers, manufacturers, and installers required to countersign special warranties with Contractor.
- F. **Related Damages and Losses:** When correcting warranted Work that has been found defective, remove and replace other Work that has been damaged as a result of such defect or that shall be removed and replaced to provide access for correction of warranted Work.
- G. **Reinstatement of Warranty:** When Work covered by a warranty has been found defective and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- H. **Replacement Cost:** Upon determination that Work covered by a warranty has been found to be defective, replace or reconstruct the Work to a condition acceptable to the Authority, complying with applicable requirements of the Contract Documents. Contractor shall be responsible for all costs for replacing or reconstructing defective Work regardless of whether the Authority has benefited from use of the Work through a portion of its anticipated useful service life.

- I. Authority's Recourse: Written warranties made to the Authority shall be in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which the Authority can enforce such other duties, obligations, rights, or remedies.
- J. Rejection of Warranties: The Authority reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- K. Warranty as Condition of Acceptance: The Authority reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment shall be required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 PREPARATION OF WARRANTY AND BOND SUBMITTALS

- A. Number of Copies: Make all submittals of warranties, guarantees and bonds in duplicate.
- B. Project Warranty and Guaranty Forms: Form for the Contractor's guaranty is included at the end of this section. Prepare written documents utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to the Engineer for approval prior to final execution.
 - 2. Refer to product Specifications Sections of Divisions 1 through 16 for specific content requirements, and particular requirements for submittal of special warranties.
 - 3. Prepare standard warranties and guarantees, excepting manufacturers' standard printed warranties and guarantees, on Contractor's, subcontractor's, material supplier or manufacturer's own letterhead, addressed to the Authority, as directed by the Engineer.
 - 4. Warranty and guaranty letters shall be signed by all responsible parties and by the Contractor in every case, with modifications only as approved in advance by the Project Engineer to suit the conditions pertaining to the warranty or guaranty.
- C. Manufacturer's Guaranty Form: Manufacturer's guaranty form may be used in lieu of special Project form included at the end of this Section. Manufacturer's guaranty form shall contain appropriate terms and identification, ready for execution by the required parties.
 - 1. If proposed terms and conditions restrict guaranty coverage or require actions by the Authority beyond those specified, submit draft of guaranty to the Project Engineer for review and acceptance before performance of the Work.

2. In other cases, submit draft of guaranty to the Engineer for approval prior to final execution of guaranty.

D. Signatures: Signatures shall be by person authorized to sign warranties, guarantees and bonds on behalf of entity providing such warranty, guaranty or bond. All signatures on warranties, guarantees and bonds shall be original and notarized.

E. Co-Signature: All installer's warranties and bonds shall be co-signed by Contractor. Manufacturer's guarantees will not require co-signature.

1.6 FORM OF WARRANTY AND BOND SUBMITTALS

A. Form of Warranty and Bond Submittals: At Final completion, compile two copies of each required warranty, guaranty and bond, properly executed by Contractor, or jointly by Contractor, subcontractor, supplier, or manufacturer. Collect and assemble all written warranties and guarantees into binders and deliver binders to the Engineer for final review and acceptance.

1. Prior to submission, verify that documents are in proper form and contain all required information and are properly signed.

2. Organize warranty and guaranty documents into an orderly sequence based on the Table of Contents of the Project Manual.

3. Include Table of Contents for binder, neatly typed, following order and Section numbers and titles as used in the Project Manual.

4. Bind warranties, guarantees, and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, with clear front and spine to receive inserts, and sized to receive 8-1/2 inch by 11-inch paper.

5. Provide heavy paper dividers with celluloid or plastic covered tabs for each separate warranty. Mark tabs to identify products or installation, and Section number and title.

6. Include on separate typed sheet, if information is not contained in warranty or guaranty form, a description of the product or installation, and the name, address, telephone number and responsible person for applicable installer, supplier and manufacturer.

7. Identify each binder on front and spine with typed or printed inserts with title "WARRANTIES AND BONDS", the Project title or name, contract number, and the name of the Contractor. If more than one volume of warranties, guarantees and bonds is produced, identify volume number on binder.

8. When operating and maintenance data manuals are required for warranted construction, include additional copies of each required warranty and guaranty in

each required manual. Coordinate with requirements specified in Section 01730 - Operating and Maintenance Data.

1.7 TIME OF WARRANTY AND BOND SUBMITTALS

- A. Submission of Preliminary Copies: Unless otherwise specified, obtain preliminary copies of warranties, guarantees and bonds within ten days of completion of applicable item or Work. Prepare and submit preliminary copies for review as specified herein.
- B. Submission of Final Copies: Submit fully executed copies of warranties, guarantees and bonds within ten days of date identified in Certificate of Completion but no later than three days prior to application date for Final Payment.
- C. Date of Warranties and Bonds: Unless otherwise directed or specified, commencement date of warranty, guaranty, and bond periods shall be the date established in Certificate of Completion.
 - 1. Warranties for Work accepted in advance of date stated in Certificate of Completion: When a designated system, equipment, component parts or other portion of the Work is completed and occupied or put to beneficial use by the Authority, by separate agreement with Contractor, prior to Final Completion, submit properly executed warranties to the Engineer within ten days of completion of that designated portion of the Work. List date of commencement of warranty, guaranty or bond period as date of Acceptance.
 - 2. Warranties for Work not accepted as of date of Substantial completion: Submit documents within ten days after acceptance, listing date of such acceptance as beginning of warranty, guaranty or bond period.
- D. Duration of Warranties and Guarantees: Unless otherwise specified or prescribed by law, warranty and guaranty periods (Correction Period) for all work shall not be less than one year from the filing date of notice of completion. See product Specifications Sections in Divisions 2 through 16 of the Project Manual for extended warranty and guaranty beyond the minimum duration.

END OF SECTION

(Sample Form Letters follow)

FOR SUB-CONTRACTOR'S / MANUFACTURER'S WARRANTY

SUBCONTRACTOR'S / SUPPLIER'S / MANUFACTURER'S LETTERHEAD

SPECIAL LIMITED PROJECT WARRANTY FOR _____ WORK.

We, the undersigned, do hereby warrant that the portion of the Work described above which we have provided for Orange County Transportation Authority (OCTA), Elevator Upgrades at the Maintenance and Operations Building, Anaheim Bus Base, 1717 E. Via Burton, Anaheim, CA 92806. Maintenance Building, Garden Grove Bus Base, 11790 Cardinal Circle, Garden Grove, CA 92843, and the Maintenance Building, Irvine Bus Base located at 14736 Sand Canyon Avenue, Irvine CA. 92618 is in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent work which is displaced or damaged or proves to be defective in workmanship, material, or function within a period of one (1) year, commencing from *date identified in Certificate of Completion, unless otherwise directed* and terminating (*date*).

The following terms and conditions apply to this warranty (*obtain the Engineer's approval before submission*):

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by Orange County Transportation Authority, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize Orange County Transportation Authority to have said defective Work repaired or replaced to be made good, and agree to pay to Orange County Transportation Authority upon demand all moneys that Orange County Transportation Authority may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

Local Representative: For warranty maintenance, repair, or replacement service, contact:

(Name) _____

(Address) _____

(City) _____ (State) _____ (ZIP) _____

(Phone) _____ / _____

(signed)

(signed)

(Date) _____

(Date) _____

(Typed Name) _____

(Typed Name) _____

(Title) _____

(Title) _____

(Firm) _____

(Firm) _____

(Installer, applicator, manufacturer or supplier)

State License No: _____

***** FORM LETTER *****

FOR MANUFACTURER'S GUARANTY

MANUFACTURER'S LETTERHEAD

SPECIAL LIMITED PROJECT [WARRANTY] [GUARANTY] FOR _____ WORK

We, the undersigned, do hereby [warranty] [guaranty] that the portion of the Work described above which [we have provided] [was provided by *(Installer or Subcontractor's Name)*] for Orange County Transportation Authority (OCTA), Elevator Upgrades at the Maintenance and Operations Building, Anaheim Bus Base, 1717 E. Via Burton, Anaheim, CA 92806. Maintenance Building, Garden Grove Bus Base, 11790 Cardinal Circle, Garden Grove, CA 92843, and the Maintenance Building, Irvine Bus Base located at 14736 Sand Canyon Avenue, Irvine CA. 92618 is in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by [us,] [*(Installer or Subcontractor's Name)*] together with any adjacent work which is displaced or damaged or that proves to be defective in workmanship, material, or function within a period of one (1) year, commencing *(date indicated in Certificate of Completion, unless otherwise directed)* and terminating *(date)*.

The following terms and conditions apply to this [warranty] [guaranty] *(obtain the Engineer's approval before submission)*:

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by Orange County Transportation Authority, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize Orange County Transportation Authority to have said defective Work repaired or replaced to be made good, and agree to pay to Orange County Transportation Authority upon demand all moneys that Orange County Transportation Authority may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

Local Representative: For warranty maintenance, repair, or replacement service, contact:

(Name) _____

(Address) _____

(City) _____ (State) _____ (ZIP) _____

(Phone) _____ / _____

(signed)

(signed)

(Date) _____

(Date) _____

(Typed Name) _____

(Typed Name) _____

(Title) _____

(Title) _____

(Firm) _____

(Firm) _____

(Installer, applicator, manufacturer or supplier)

State License No: _____

(Contractor)

***** FORM LETTER *****

SECTION 1750
LEVEL 3 SAFETY SPECIFICATIONS

APPLICATION - Level 3 Safety Specifications apply to contracts, as determined by the Authority, including subcontracts, with contractors that are entered into by and between the Authority or in the case of subcontracts, that arise out of a contract entered into by the Authority. The scope of these contracts require the contractor to manage recognized hazards with a potential of injury or property damage and may require routine unescorted access to Authority property, and including, but not limited to, work in and around maintenance areas, shop and bus base areas, on-board buses, highways, and rail construction sites.

Examples of Level 3 scopes of work may include, but are not limited to, facility modifications, demolition, construction, highway construction, rail construction, underground storage tank testing, equipment installation and similar activities.

COMMODITY CODES

Safety specifications for the codes that follow generally apply to contracts that require work on Authority property or Authority controlled projects. Those exempt are generally delivery of parts or materials and some office services.

The following are **generally exempt** from safety specifications: Equipment, Parts, Rental, Supplies, Employment Services

200-1990	5330	5940-5970
2420-2890	5330	6150
5320	5560	

The following generally requires **Level 3** Safety Specifications

5050-5070	5440-5500	5570-5820	6140	8790
5090	5520-5550	6080-6090	6540	8810-8820

PART I – GENERAL

1.0 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its sub-tier contractors, suppliers, and employees have the obligation to comply with all Authority HSEC requirements, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority health, safety and environmental compliance (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may

be reason for termination for cause, of agreements with the Authority, at the sole discretion of the Authority.

- C. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its sub-tier contractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, California Code of Regulations (CCR) Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who work on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II – SPECIFIC REQUIREMENTS

- 2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (CFR 1926 & 1910 Standards), state (CCR Title 8 Standards), Local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope, and make available to the Authority upon request within 72 hours.

- A. Comprehensive Project Specific Safety Work Plan.
- B. Company Safety Manual

- C. Certification of Compliance of Company's Injury Illness Prevention Program in accordance with California Code of Regulations (CCR) Title 8, Section 3203.
- D. Policy or Certification of Compliance Company's Substance Abuse Prevention Policy.
- E. The qualifications/certifications of assigned project competent person, and designated safety representative.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report)

The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- G. A copy of Contractor weekly site safety inspection report with status of corrections.
- H. Contractors and sub-tier contractors competent person list (submit to Authority Project Manager monthly).
- I. Contractors and sub-tier contractors qualified equipment operators list (submit to Project Manager monthly).
- J. A monthly report that includes number of workers on project, a list of sub-tier contractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and Recordable incident rate.

K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority upon request within 72 hours. Training may be required by the Authority or CCR Title 8 (Cal/OSHA), and required for activity on Authority's property and/or Authority controlled projects.

2.2 HAZARD COMMUNICATION (§5194)

- A. Contractor shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

2.3 DESIGNATED SAFETY REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an on-site Safety Representative. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may include schedule and budget impacts.
- B. The Contractor's safety representative for Authority projects are subject to Acceptance by the Authority Project Manager. All contact information of the safety representative (name, phone, fax and pager/cell phone number) shall be provided to the Authority Project Manager.
- C. QUALIFICATIONS – Safety Representative shall possess knowledge equal to CIH, CSP, CHST, OSHA 10 hour training, or similar professional standing. Rare circumstances may require an exception for these minimum qualification requirements, and shall be at the discretion of the Authority Project Manager and HSEC.
 - 1. Competent Person, means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
 - 2. Qualified Person, means one who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.
- D. Authority's Project Manager reserves the right to require the Contractor to provide one full-time qualified person as a safety representative whenever the Contractor and its sub-tier contractors, suppliers, and vendors meets or exceeds 10 workers, or warranted by scope risk.

2.4 SITE SAFETY ORIENTATION

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, sub-tier contractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic routing, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.

G. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

H. A serious incident includes; An injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. In addition, property damage that causes disruption of operations, delay of work schedule, causes a serious injury, causes third party or other property damage, or requires emergency services.

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

A. Frequent and regular inspections of the project jobsite shall be made by contractor safety representative, or another competent person designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.

B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible when applicable for Contractor scope.

2.7 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

- A. The Contractor shall ensure that all Contractor vehicles, including those of its sub-tier contractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles of the Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

2.8 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

2.9 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated sub-tier contractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

- A. RESPIRATORS (§5144) - The required documentation for training and respirator use shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

2.10 AERIAL DEVICES (§3648)

Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8 Standard, Section 3648 shall be provided to the Authority's Project Manager upon request within 72 hours.

2.11 CONFINED SPACE ENTRY (§5157)

Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8 Standard, Section 5157 shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. RECOMMENDED, a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or “sniffer” to be used by the Entry Supervisor prior to entering permit-required confined spaces.

2.12 CRANES

A. MOBILE CRANE S (§5006)

Prior to using mobile cranes the Contractor shall provide items 1, 2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 each day of activity.

1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection
2. A copy of each crane operator’s qualification (NCCCO, or equivalent) of company-authorized crane operators that have been properly trained in the equipment’s use and limitations. Operator certification as required by CCR Title 8 Standard, Section 5006.1.
3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in California. Critical lifts include lifts equal or over 10 tons, lift and transit of load, 85% or greater of rated capacity, multiple cranes for one lift, lifts over buildings, equipment or structures.
4. Documented daily crane inspection report.

B. OVERHEAD CRANES

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.13 DEMOLITION OPERATIONS (§1734)

Before starting demolition activities the required documentation shall be provided to the Authority’s Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Article 31.

2.14 EXCAVATION OPERATIONS (§1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, The required documentation shall be provided to the Authority’s Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8 Standard, Section 1541.

- A. A copy of the Contractor’s Excavation Permit.

2.15 FALL PROTECTION (§1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protection methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.16 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (§3664)

CCR Title 8 defines backhoes as "industrial tractors", the required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title, Section 3664, Operating Rules.

- A. A copy of each operator's certificate or a list, of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.17 HIGH VOLTAGE ELECTRICAL OPERATIONS (§2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manager must be notified and provide approval. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. A list of the name of the company-designated high voltage Qualified Electrical Worker(s).

2.18 POWDER-ACTUATED TOOLS (§1685)

Before using tools such as "Hilti guns" or other powder-actuated tools the required documentation shall be provided to the Authority's Project Manager upon request within 72 hours.

- A. A copy of each qualified person's valid operator card.

2.19 SCAFFOLDS (§1635.1-1677)

Scaffold Erection shall be in compliance with CCR Title 8. The required documentation shall be provided to the Authority's Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Sections 1635.1-1677.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.
- B. Contractor shall arrange for a third party inspection at least quarterly by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 compliance for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

2.20 WARNING SIGNS AND DEVICES

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

END OF DOCUMENT

SECTION 14241
ELEVATOR UPGRADES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Provide the labor, material, equipment, tools, transportation, and services necessary to safely modernize and upgrade four- (4) existing in –ground plunger hydraulic elevators at the following locations:

Anaheim Base Operations/ Maintenance (2)
1717 E. Via Burton
Anaheim, CA 92806

Garden Grove Base Maintenance (1)
11790 Cardinal Circle
Garden Grove, CA 92834

Irvine Sand Canton Maintenance (1)
14736 Sand Canyon Road
Irvine, CA 92618

- B. The Elevator Contractor shall bear the responsibility coordinating trades and sub-contractors required for performing the related Building Work as specified herein.
- C. Work Included in this Section: Items pertain to all elevators unless specifically detailed otherwise.
1. Provide labor, materials, tools, and equipment, as described within.
 2. Provide new power units complete with motor, pump, control valve, reservoir, silencer, heater, piping, isolation couplings and machine room shut off valves.
 3. Provide new hydraulic fluid. Properly dispose of existing hydraulic fluid.
 4. Provide new programmable microprocessor based control systems including solid-state starters.
 5. Provide new landing systems.
 6. Provide earthquake features as specified.

7. Provide special operations required such as firefighter's service, independent service, inspection, etc.
8. Provide new battery powered emergency return units.
9. Retain existing cylinder and plunger assemblies.
10. Provide seismic pipe rupture valves.
11. Provide new pit access ladders.
12. Provide new pit stop switches.
13. Provide new normal and final terminal stopping devices.
14. Provide new hoistway and machine room wiring, including raceway, conduit and flex where applicable.
15. Provide new traveling cables.
16. Retain existing hoistway entrances and door panels.
17. Provide new jamb Braille plates.
18. Provide new door leading edge astragals and sight guards as specified.
19. Retain and refurbish hoistway door tracks and hanger assemblies.
20. Provide new door interlocks contacts.
21. Provide new door closers.
22. Provide new Hall and Hoistway door rollers, door gibs.
23. Provide new Pickup Roller Assembly's.
24. Provide new Door Clutch
25. Retain & refurbish existing cars, including slings, platforms and enclosures.
26. Provide new car roller guides as specified.
27. Provide New G.A.L. closed loop operators
28. Retain & refurbish car door tracks, hangers and relating devices.
29. Provide new Gate Switch.
30. Provide new door restrictor devices.

31. Provide new infrared door protection.
32. Provide new car top operating stations and work lights.
33. Retain car doors.
34. Provide all new signals and operating fixtures consisting of car operating stations, car position indicators, aux. panel controls, hall lanterns, hall pushbutton stations, Firefighters' controls, and car top access switches.
35. Provide new car emergency lighting system.
36. Provide all handicap features to comply with Code ICC/ANSI A117.1 2003.
37. Perform all cutting, patching and painting.
38. Provide guards and barricades to shield people from worksite hazards, including open hoistway, machinery, materials, equipment, and tools.
39. Protect premises from damage throughout course of construction, including floors, walks, walls, thresholds, entrance frames, doors, equipment, etc. Repair or replace items damaged or marred during construction.
40. Clean and paint areas and equipment as specified.
41. Perform code and performance related tests as specified. Submit Reports of testing
42. Remove and properly dispose of discarded equipment and materials, including debris, rubbish, oil and lubricants.

D. Related Work:

1. Power Feeders: Existing three phase feeders and equipment ground wires shall be verified for compatibility with the new control system, motor starting and running currents. Elevator contractor shall provide electrical requirements to determine power feed.
2. Main Line Disconnect Switches: The existing disconnect switches require verification to ensure that they are properly sized and compatible for the new controllers and power units. If required, replace the existing switches with new motor rated breaker type or fused disconnects. Supply new conduits and feeder wires including equipment ground wires, as required, from the disconnect switches to each new elevator controller cabinet and connect per the code requirements. Provide new disconnect switches with auxiliary contact means to remove power from the emergency battery return units when the switch is in the "off" position.
3. Car Lighting and Fan Circuit: Supply and connect single phase 120 volt, 20 amp, power per elevator. Provide with a lockable disconnect switch

including overload protection in the machine rooms, preferably located at each car controller.

4. Machine Room Lighting: Provide new florescent type lighting as needed to illuminate floor levels adjacent to the power units and controllers with not less than 20 foot candle power. Provide light tubes with protective wire guards.
5. GFCI Receptacles: Modify all existing convenience type outlets in the machine room and in the pits with new GFCI type outlets.
6. Install smoke device recall system. Properly label relay and junction boxes housing life safety signals in the machine rooms. Coordinate signal connections and necessary testing. Provide the following zones and signals:
 - a. Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators, other than devices located in the machine room, hoistway or main egress floor, senses smoke.
 - b. Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.
 - c. Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine rooms senses smoke.
7. Pits:
 - a. Provide adequate lighting to illuminate the pit areas with a minimum 10ft. c. illumination. Provide lamps with protective guards. Modify all existing convenience outlets with GFCI type receptacles.
 - b. Relocate existing pit light switches so that they are adjacent to the new pit ladders and approximately 21" above the landing level.
8. Elevator contractor shall provide floor, wall, and ceiling patching/fire stopping as needed in the elevator hoistways, machine room and pits to close up areas of damage or where alterations have been made.
9. Permits: Contractors are to secure and include all permits necessary to perform the Building work, and elevator operation permits

1.02 REFERENCES

- A. Applicable Codes (Edition Used by Local Jurisdiction):
 1. California Code of Regulations; Title 8, Elevator Safety Orders.
 2. 2007 California Building Code; Chapter 30, Accessibility Regulations.
 3. Applicable sections of the American Society of Mechanical Engineers, ASME A17.1-2004, Safety Code for Elevators and Escalators.

4. National Electric Code (NEC).
5. Americans with Disabilities Act Accessibility Guidelines (ADAAG) latest edition.
6. Earthquake provisions as required by local code.
7. Local codes and Authorities Having Jurisdiction (AHJ).

1.03 DEFINITIONS:

1. The following definitions apply to Work of this Section:
 - a. "Owner" as used herein, refers to Orange County Transportation Authority.
 - b. "Client" as used herein refers to Orange County Transportation Authority.
 - c. "Elevator Contractor": refers to the elevator contractor having the contract with Orange County Transportation Authority to furnish all labor, materials, tools, and equipment for the execution of Work as specified herein.
 - d. "Installer" refers to the Elevator Contractor.
 - e. "Bidder" refers to the Elevator Contractor.
 - f. "Consultant": refers to the Syska Hennessy Group.
 - g. "Provide": to furnish and install, complete for safe operation, unless specifically indicated otherwise.
 - h. "Install": to erect, mount and connect complete with related accessories.
 - i. "Supply": to purchase, procure, acquire and deliver complete with related accessories.
 - j. "Work": labor and materials required for proper and complete installation.
 - k. "Wiring": raceway, fittings, wire, boxes, and related items.
 - l. "Concealed": embedded in masonry or other construction, installed in furred spaces, within double partitions or hung ceilings, in trenches, in crawl spaces or in enclosures.
 - m. "Refurbish": to restore to a like new condition.
 - n. "Exposed": not installed underground or "concealed" as defined above.
 - o. "Indicated", "shown", or "noted": as indicated, shown or noted on Drawings or as specified.

- p. "Similar" or "equal": of base bid manufacturer, equal in materials, weight, size, design and efficiency of specified product, conforming to "acceptable manufacturers."
- q. "If required to meet Code requirements": Provide per latest applicable Code for new elevators.

1.04 OPERATION PERFORMANCE

- A. The control system shall provide smooth acceleration and deceleration with 1/4-inch leveling accuracy at all landings, from no load to full rated load in the elevator, under normal or unloading conditions. The self-leveling shall, within its zone, be entirely automatic and independent of the operating device and shall correct for over travel and under travel. The car shall remain at the landing irrespective of load.
- B. The speed of the elevator shall not vary +/- 10% under loading conditions.
- C. Ride Quality: Provide smooth and quiet ride, free of rumbles, bumps, vibrations, jerk and sway.
- D. The floor-to-floor performance time under the above criteria shall be 13-seconds. (Floor-to-floor time is measured from the start of door close at one floor to 3/4 open at the next floor.). Time based on floor-to-floor height of 12-feet. Adjustment of .5-seconds provided per 1-foot of travel.
- E. The door open time (as measured from start of door open to fully open) shall be 2.0-seconds.
- F. The door close time (as measured from start of door close to fully close) shall be per code allowances.
- G. Door Delay for Hall and Car Calls: The minimum acceptable time for doors to remain fully open shall not be less than 5-seconds.
- H. Door Closing Pressure: Closing pressure shall not exceed 30 PSI.
- I. Prior to final acceptance and prior to the termination of the maintenance period, the elevators shall be adjusted as required to meet these performance requirements.

1.05 SOUND CONTROL

- A. Limit overall elevator noise emissions to the building to the following maximum A-weighted sound pressure levels in any mode of operation:
 - 1. 85-decibels measured 3-feet from any piece of equipment in the machine

room.

2. 65-decibels measured 5-feet above the cab floor near the center while running at rated speed.
3. 70-decibels measured 5-feet above the cab floor near the center while the doors are opening or closing.
4. 50-decibels measured in the elevator lobby 10-feet from the elevator doors.

1.06 NOISE AND VIBRATION

- A. Using $\frac{3}{4}$ " thick rubber isolation pads or equal, provide sound and vibration isolation between all controller, drive, and transformer cabinets and the building structure.

1.07 SUBMITTALS

- A. Submit the following at the pre-construction meeting:
 1. Shop Drawings: Provide a minimum of three (3) sets of detailed shop drawings including signal fixtures. Provide a job specific descriptive checklist or a machine room layout showing all project related building work requiring coordination with other sub-contractors. Details shall include combined controller, motor and starter power demands on feeders and main line disconnects and predicted heat release data.
 2. Product Brochures: Provide a minimum of three (3) sets of literature on controller, landing system, motor starter, door operator and related door operating equipment, and door detector.
- B. Before final acceptance of Work, submit the following:
 1. Provide a minimum of three (3) sets of job specific service and operating and maintenance manuals consisting of:
 - a. Equipment and components, descriptive literature.
 - b. Operating instructions.
 - c. Maintenance and repair instructions.
 - d. Performance data.
 - e. Spare parts lists complete with part numbers (Manufacturer name).
 - f. Lubrication instructions.
 - g. Field test reports.
 - h. Diagnostic documentation.

- i. Warranty.
2. Diagnostics: Controller and system shall include all necessary on-board diagnostics for performance of routine maintenance and troubleshooting. Installer shall provide all diagnostic documentation required for troubleshooting and maintaining the elevator system upon completion including a composite listing of the individual settings chosen for variable software parameters stored in the software programs.
3. Layout Drawings: Provide a minimum of two sets of record as-built layout drawings. Drawings shall be prepared in AutoCAD. Provide one (1) complete set of drawings on compact disk.
4. Wiring Diagrams: Provide a minimum of three (3) sets of "as-built" wiring diagrams that include all electrical circuits in the cars, hoistways and machine rooms. Diagrams shall include definition of all nomenclature and symbols. Provide two (2) sets of wiring diagrams in protective binders or in laminated format and one (1) set on compact disk.
5. Wire Pull Sheets: Provide a minimum of three (3) sets of wire pull sheets. Provide two (2) sets of wiring diagrams in protective binders or in laminated format and one (1) set on compact disk.

1.08 QUALITY ASSURANCE:

1. Installer and Maintenance Qualifications:
 - a. Be able to show evidence of local installations of similar scope and size with the proposed control system.
 - b. Directly employ sufficient competent personnel within 50-miles of project to handle modernization and maintenance duties.
 - c. Modernization work and maintenance duties shall be separately performed by specialized crews and individuals.
2. Quality and Gauges of Materials:
 - a. New, best of their respective kinds free from defects. Gauges as noted.
 - b. Materials, equipment of similar application; same manufacturer, except as noted.
 - c. Entire elevator equipment shall operate without irregularities and quietly by use of high-grade materials, first class workmanship and adjustments.

1.09 PRODUCT DELIVERY, STORAGE AND HANDLING:

1. Obtain advance approval and schedule delivery of material to meet OCTA's

requirements.

2. Hoisting and Storage: All hoisting operations and storage of equipment and materials shall be coordinated in advance of delivery with OCTA.
 - a. Supply a plan detailing the planned methods for hoisting of equipment including anticipated roof preparation, hoisting times and durations, and other special requirements.
 - b. Supply a proposed location and size of area needed for tools, materials and equipment to be stored.
 - c. Schedule of anticipated delivery, hoisting and storage dates. Contractor shall be on site to receive his material delivery

1.10 SEQUENCING AND SCHEDULING

A. Schedule of Operations:

1. Before commencing Work, Elevator Contractor shall submit a complete plan and schedule of its proposed operations for approval. In preparation of its plan and schedule, the Installer shall make due allowance for and include the following:
 - a. Preparation of equipment and material submittal.
 - b. Review of each submittal.
 - c. Manufacturing lead times for the equipment.
 - d. Shipping durations and anticipated delivery dates.
 - e. The schedule shall be updated and resubmitted when requested.

B. Interruptions of Building Elevator Service:

1. Work shall be performed in strict compliance with the Rules for Contractors established by the OCTA for this project. OCTA shall be notified in advance of any operations that may affect tenants or day to day building operations.
2. All Work shall be done with a minimum amount of interference to the operation of the building. The Elevator Contractor shall not interrupt the services without the expressed written permission of the OCTA.
3. Each elevator shall be tested and accepted by the OCTA prior to starting Work on another elevator.

C. Work May Begin Only After:

1. Detailed construction schedule and safety plan has been approved.
2. All components needed for the completion of the car to be modernized are on site before the elevator is removed from service.

1.11 WARRANTY

- A. The elevator and associated equipment shall be free of defective material, imperfect Work and faulty operation not due to ordinary wear and tear or improper use or care, for a period of 1-year from final acceptance of all elevator Work. Defective Work shall be repaired or replaced at no additional cost to the OCTA.

1.12 ELECTRIC SERVICE

- A. Power: 480-volts, 3-phase, 60-hertz. Installer is to verify.
- B. Lighting: 115-volts, 1-phase, 60-hertz.

1.13 PROTECTION OF PERSONS AND PROPERTY:

1. The Elevator Contractor shall observe OCTA's "Construction Safety Rules" when performing work. See Section 01500 of the specifications.
2. The Elevator Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
3. The Elevator Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - a. OCTA Employees and other persons who may be affected thereby.
 - b. The Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Elevator Contractor or any of his Subcontractors or Sub-Subcontractors.
4. The Elevator Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authority having jurisdiction for the safety of persons, property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all partitions for safety and protection, including posting danger signs, and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

5. The Elevator Contractor shall designate a responsible member of his organization whose duty shall be to insure that all work is being performed safely and in a manner to prevent accidents and in strict compliance with all governing regulations. This person shall be the Elevator Contractor's superintendent of construction unless otherwise designated in writing by the Elevator Contractor to the OCTA.
6. In any emergency affecting the safety of persons or property, the Elevator Contractor shall act, at his discretion, to prevent threatened damages, injury or loss.

1.14 PERMITS AND INSPECTION FEES

- A. The Elevator Contractor shall obtain without cost to OCTA all construction and operating permits and certificates as required to complete the work. Additionally obtain all local and state permits for operating the Elevators.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Product of individuals, firms or corporations regularly engaged in rehabilitating elevators comparable with this contract and in satisfactory operation for a period of not less than 10-years.
- B. Pre-Qualified Control System:
 - 1. Motion Control Engineering (MCE) Motion 2000 Hydraulic Control
 - 2. G.A.L. MOVFR Closed Loop Door Operator
 - 3. ERM-Elevator Research and Manufacturing (Elevator Fixtures)

2.02 MATERIALS

- A. Stainless Steel – Interior Applications: as per ASTM A167, Type 302/304 series, with finish as specified.
- B. Steel Sheet: ASTM A366; uncoated, pickled, free from defects.
- C. Steel: ASTM A36.
- D. Particleboard: Medite FR Class 1 MDF or approved equal. Meet the requirements of ANSI A-208.1; UL listed. PVC Casing: complying with ASTM D 1785, minimum schedule 80.
- E. PVC Fittings: complying with ASTM D 2466.
- F. Solvent Cement: complying with ASTM D 2564.

2.03 OUTLINE OF EQUIPMENT

- A. Anaheim Operations and Maintenance Base:
 - 1. Installation Date 1982
 - 2. Manufacturer Montgomery
 - 3. Capacity Load, In Lbs.: 1500
 - 4. Speed, In FPM: 125 FPM
 - 5. Travel Distance: Retain
 - 6. Floors Served: 1- 2-3

7.	Number of Stops & Openings:	3 stops / 2 rear-1 front
8.	Machine Location:	Adjacent
9.	Operation:	Provide New; Selective Collective
10.	Controller:	Provide New; Microprocessor based system
11.	Motor Starter:	Provide New, Solid-state "Soft-Start"
12.	Hydraulic Power Unit:	Provide New Submersible Type
13.	Battery Rescue Unit:	Provide New
14.	Car & Hoistway Door Type:	Retain; Side Opening
15.	Car & Hoistway Door Size:	2'-6" x 7'-0"
16.	Door Operator:	Replace
17.	Door Operating Equipment:	Provide as Specified
18.	Door Reversal Device:	Provide New Infra-red Detector
19.	Door Restrictor:	Provide New
20.	Car Sling, Platform, Enclosure:	Retain:
21.	Car Guides:	Provide New
22.	Hydraulic Jack:	Retain; Plunger
23.	Car Buffers:	Retain
24.	Car Interior:	Retain
25.	Car Operating Panel:	Provide New
26.	Car Position Indicator:	Provide New
27.	Travel Lanterns:	Provide New
28.	Hall Push Buttons:	Provide New; Single Riser
29.	Communication System:	Provide New; Hands-Free Speaker Phone with call phone number
30.	Special Features:	As Specified

31. Handicap Features:

Provide as specified in section 1.02 A
(5) or latest code

B. Irvine Sand Canyon Base:

- | | |
|-------------------------------------|---|
| 1. Installation Date | 1980 |
| 2. Manufacturer | Reliable |
| 3. Capacity Load, In Lbs.: | 2500 |
| 4. Speed, In FPM: | 100 FPM |
| 5. Travel Distance: | Retain |
| 6. Floors Served: | 1- 2 |
| 7. Number of Stops & Openings: | 2 stops/ Inline |
| 8. Machine Location: | Adjacent |
| 9. Operation: | Provide New; Selective Collective |
| 10. Controller: | Provide New; Microprocessor based
system |
| 11. Motor Starter: | Provide New, Solid-state "Soft-Start" |
| 12. Hydraulic Power Unit: | Provide New Submersible Type |
| 13. Battery Rescue Unit: | Provide New |
| 14. Car & Hoistway Door Type: | Retain; Side Opening |
| 15. Car & Hoistway Door Size: | 3'-6" x 7'-0" |
| 16. Door Operator: | Replace |
| 17. Door Operating Equipment: | Provide new as Specified |
| 18. Door Reversal Device: | Provide New Infra-red Detector |
| 19. Door Restrictor: | Provide New |
| 20. Car Sling, Platform, Enclosure: | Retain: |
| 21. Car Guides: | Provide New |

22. Hydraulic Jack:	Retain; Plunger
23. Car Buffers:	Retain
24. Car Interior:	Retain
25. Car Operating Panel:	Provide New
26. Car Position Indicator:	Provide New
27. Travel Lanterns:	Provide New
28. Hall Push Buttons:	Provide New; Single Riser
29. Communication System:	Provide New; Hands-Free Speaker Phone with call phone number
30. Special Features:	Provide As Specified
31. Handicap Features:	Provide as specified in 1.2 A (5) or latest code

C. Garden Grove Maintenance Base

1. Installation Date	1990
2. Manufacturer	Dover
3. Capacity Load, In Lbs.:	2100
4. Speed, In FPM:	100 FPM
5. Travel Distance:	Retain
6. Floors Served:	1- 2
7. Number of Stops & Openings:	2 stops/ Inline
8. Machine Location:	Adjacent
9. Operation:	Provide New; Selective Collective
10. Controller:	Provide New; Microprocessor based system
11. Motor Starter:	Provide New, Solid-state "Soft-Start"
12. Hydraulic Power Unit:	Provide New Submersible Type

13. Battery Rescue Unit:	Provide New
14. Car & Hoistway Door Type:	Retain; Side Opening
15. Car & Hoistway Door Size:	3'-6" x 7'-0"
16. Door Operator:	Replace
17. Door Operating Equipment:	Provide new as Specified
18. Door Reversal Device:	Provide New Infra-red Detector
19. Door Restrictor:	Provide New
20. Car Sling, Platform, Enclosure:	Retain:
21. Car Guides:	Provide New
22. Hydraulic Jack:	Retain; Plunger
23. Car Buffers:	Retain
24. Car Interior:	Retain
25. Car Operating Panel:	Provide New
26. Car Position Indicator:	Provide New
27. Travel Lanterns:	Provide New
28. Hall Push Buttons:	Provide New; Single Riser
29. Communication System:	Provide New; Hands-Free Speaker Phone with call phone number indicated
30. Special Features:	As Specified
31. Handicap Features:	Provide as specified in section 1.2 A (5) or latest code

2.04 MACHINE ROOM EQUIPMENT

- A. Provide new equipment to fit space conditions shown.
- B. Hydraulic Power Unit: Provide new submersible type hydraulic power unit providing the following equipment and features:

1. Frame: Provide welded reinforced steel structure designed to support the tank and hydraulic components.
2. Tank: Tank shall have surge control to prevent oil from leaving the tank when elevator runs.
 - a. Provide an oil level indicator and a low oil sensor that will shut the unit down in the event the oil level becomes critically low.
 - b. Provide rubber isolation pads between power unit and floor designed to reduce mechanical noise.
3. Motor and Pump: Provide high-efficiency alternating current induction type motor designed for hydraulic elevator starting and running requirements. Provide a positive displacement type pump directly coupled to the motor. The motor and pump assembly shall be installed in the tank in a manner that allows for their removal without the need to drain the tank of hydraulic oil. Pump shall provide a maximum of 400 PSI working pressure.
4. Control Valve: Provide Maxton Manufacturing Company unitized control valve or pre-approved equal.
5. Muffler: Provide blow-out proof muffler designed to reduce pulsation and noise which may be present in the flow of the hydraulic fluid. The muffler shall be all steel welded construction and not contain rubber sound reducing materials. Muffler shall be installed within the power unit tank.
- C. Manual Shut Off Valve: Provide in line adjacent to power unit. Shut of valve shall be rated for a minimum of 600 PSI working pressure.
- D. Sound Isolation: Provide a sound and vibration isolation coupling within 3-feet of the power unit. Retain the existing mufflers located in the pits.
 1. Piping: Provide new hydraulic feed line consisting of steel Schedule 80 piping between power unit and cylinder, including fittings, couplings, hangers and supports as necessary.
 2. Pipe Isolation: Isolate oil line from all supports, including hangers and stands.
- E. Hydraulic Fluid: Remove existing fluid and include proper disposal. Provide new petroleum based hydraulic fluid with low fire potential.
- F. Controller: Provide new high-quality microprocessor based control system of a modular design. The system shall utilize isolated solid-state input/output interface for the majority of signals. It is understood, where required by code, relays contacts are to be utilized for safety and power control considerations. The use of relays as input or output devices are not acceptable.

1. The system shall be free from secret codes and decaying circuits that must be periodically reprogrammed by the manufacturer.
 2. The controller shall not require the use of special or hand held proprietary type tools for the performance of normal maintenance, adjusting, or troubleshooting.
 3. All controller components shall be designed to provide the required operation as herein specified.
 4. Provide reverse phase protection.
- G. Motor Starter: Install a solid-state “soft-start” type motor starter that provides improved energy efficiency and extended motor and starter life.
- H. Landing System: System shall provide accurate and reliable car positioning by means of a tape, magnets targets and car top sensors. Systems using hoistway vanes and magnetic sensors are acceptable.
- I. Earthquake Protective Features: Provide per current Code requirements the following:
1. Rail supports as needed.
 2. Tie downs or restraining devices.
 3. Conduit supports.
 4. Pipe support stands.
 5. Rupture valve.

2.05 SYSTEM OPERATION

- A. Provide a new microprocessor based system (MCE Motion 2000 Hydraulic Controller) to provide operations and features as indicated.
- B. Selective Collective Operation:
1. Car shall normally park at the main floor (home car) with doors closed.
 2. Registration of car call button shall cause the car to start. The car shall respond to its own car calls and corridor calls, in the direction of travel, and in order in which the landings are reached.
 3. The car shall remain at the arrival floor for an adjustable interval to permit passenger transfer. Doors shall close after a predetermined interval after opening unless closing is interrupted by car door reversal device or door open button in car.

- C. Differential Door Timing Feature: Provide adjustable timers to vary the time that the doors remain open in response to a car or hall call. The doors shall remain open for 3-seconds in response to a car call and 5-8-seconds for a hall call. This time shall be reduced to 1/2-second if the door detector is interrupted. The doors shall remain open as long as passengers are crossing the threshold.
- D. Motor Limit Timer: A motor limit timer function shall be provided which, in case of the pump motor being energized longer than a predetermined time, shall cause the car to descend to the lowest landing and park, open the doors automatically and then close them. Car calls shall be canceled and the car taken out of service automatically. Operation may be restored by cycling the main line disconnect switch or putting the car on access or inspection operation. Door reopening devices shall remain operative.
- E. Valve Limit Timer: A valve limit timer shall be provided which shall automatically cut off current to the down valve solenoids if they have been energized longer than a predetermined time. The car calls shall then be canceled and the car taken out of service automatically. Operation may be restored by cycling the main line disconnect switch or putting the car on access or inspection operation. Door reopening devices shall remain operative.
- F. Independent Service: Provide controls to remove elevator from normal operation and provide control of the elevator from car buttons only. Car shall travel at contract speed and shall not respond to corridor calls.
- G. Car Top Operation: Provide new per Code requirements.
- H. Firefighter's Service Operation: Provide operation and equipment per Code requirements.
- I. Nudging Operation: When a door is prevented from closing for more than 20-seconds (adjustable timer; 0 – 60 seconds) due to failure of the infrared detector device or an obstruction, doors shall close at reduced speed and torque and a buzzer shall sound. Nudging operation shall have the capability to be turned on and off by on-site service technician.
- J. Emergency Battery Lowering: Provide new battery-powered units that sense a loss of normal input power. When loss of power occurs, elevator shall descend to lowest landing and open doors automatically. After a predetermined time, the doors shall close and the elevator shall remain inoperative until normal power is restored. The door open button shall operate under battery power.
- K. Door Protection Timer: Door protection timers shall be provided for both the opening and closing directions, which will protect the door motor and will help prevent the car from getting stuck at a landing. The door open protection timer shall cease attempting to open the door after a predetermined time in the event that the doors are prevented from reaching the open position. In the event that the door closing attempt fails to make up the door locks after a predetermined time, the door close protection timer shall reopen the doors for a short time. If, after a

predetermined number of attempts, the doors cannot successfully be closed, the doors shall be opened and the car removed from service.

2.06 HOISTWAY EQUIPMENT

- A. Guide Rails and Brackets: Retain existing guide rails and support brackets.
 - 1. Provide seismic guide rail reinforcements as required by applicable Code.
 - 2. Examine entire rail system and replace or tighten bracket, fish plate and guide rail clip bolts as warranted. Replace or repair any missing or damaged rail components.
- B. Plunger/Cylinder Assemblies: Retain existing hydraulic cylinders and plungers and perform the following:
 - 1. Examine plunger for pitting, scoring and excessive wear. Repair any deficiencies to ensure a smooth surface.
 - 2. Provide new rubber isolation pads between the plungers and platen plates.
 - 3. Provide new cylinder head packing.
- C. Pits: Provide the following:
 - 1. Shut off Valve: The existing pit shut off valves can be retained and re-used at the Elevator Contractor's discretion.
 - 2. Rupture Valve: Provide flow sensitive, pressure activated rupture type valves to retard the downward motion of a descending elevator and provide a gradual stop in the event of an oil line failure. Locate the rupture valves as close as feasible to the cylinder head.
 - 3. Pipe Supports: Provide permanent seismic rated pipe supports properly anchored to the pit floors to support oil lines.
 - 4. Cleaning: Thoroughly clean pits of oil residue and debris.
 - 5. Landing Stands: Provide pipe landing stands with pit wall hangers for permanent storage.
 - 6. Pit Ladders: Provide a new code compliant pit ladder in each pit.
 - 7. Buffers: Retain the existing spring buffers. Buffers shall have proper rating tags affixed. Remove all corrosion and paint.
 - 8. Clean and paint all applicable pit equipment.

- D. Normal and Final Terminal Stopping Devices: Provide new cam activated switches located at top and bottom of the hoistway, arranged to automatically stop the car within the predetermined limits, independently of all other devices. Switches shall be equipped with engaging arms provided with polyurethane-tired rollers.
- E. Floor Numbering: Provide as required by code.
- F. Wiring, Duct and Conduit:
 - 1. Wiring: Provide new wiring as required for a complete installation. Wiring shall be stranded copper and have a flame-retarding and moisture-resistant insulation. All wires will be numbered or coded at their terminal ends. Terminal connections for all conductors at equipment panels in the hoistway and on the elevator car shall be made with terminal blocks or studs having identifying numbers. Interlock wiring from the hoistway riser to each interlock shall be fire resistant NEC Code type SF-2 or equivalent.
 - 2. Wire shall be run in zinc coated rigid galvanized metal conduit, flex or raceway, using strain controls as required. Machine room and hoistway raceways, flex and conduits can be re-used if code compliant.
 - 3. Traveling Cables: Provide new cables with a flame-retarding and moisture-resistant outer cover and steel cable core. Cables can be "home run" to the controllers. Cable jackets shall be stripped where cables run in ductwork. Suitably suspend cables to relieve strain in individual conductors. Provide pads to protect cables from rubbing against hoistway or car. Each traveling cable shall contain:
 - a. Provide 2- pairs of shielded signal and 2- individual power wires per car for a future security system.
 - b. Provide signal and power wiring as required for the Life Safety System.
 - c. 10% spare wires, and in any event, not less than 4-spare wires.
- G. Stop Switches: Provide new in pit, on top of car and other areas as required.

2.07 DOOR AND ENTRANCE EQUIPMENT

- A. Frames: Retain existing entrance frames.
 - 1. Braille Plates: Provide new approved stamped or die cast style handicapped floor designations at all landings. Adhesively attach in a straight and plumb fashion to the entrance frames at a height of 60-inch above the floor at all landings.

- B. Hoistway Doors: Retain existing door panels and outfit with new components as specified.
 - 1. Sight Guards: Replace or refasten any missing, damaged or loose sight guards.
 - 2. Replace worn or damaged door astragals including mounting channel metal.
 - 3. Gibs: Provide new gibbs with new removable non-metallic gibbs for all door panels. Provide gibbs that include required fire tabs.
- C. Thresholds/Sills: Retain existing, clean thoroughly and refinish viewable surface.
- D. Struts and Headers: Retain existing.
- E. Dust Covers: Reuse existing. Replace any missing covers or fasteners. Treat all corroded surfaces and repaint using a rust inhibiting coating.
- F. Fascia: Reuse existing and treat all corroded surfaces and repaint using a rust inhibiting coating.
- G. Tracks and Hangers: Retain existing. Clean track running surfaces. Replace up-thrust rollers. Adjust hangers so that the doors hang true with the entrance columns when open. Set up-thrust rollers for minimum clearance to track without touching. Doors shall operate smoothly and quietly.
- H. Interlocks: Provide all new interlocks designed to prevent the starting of the car until the doors are closed and locked. Provide new high temperature branch wiring to each interlock.
- I. Replace all hoistway door hanger rollers.
- J. Replace all pick-up roller assemblies.

2.08 CAR EQUIPMENT

- A. Car frames, platforms, and enclosures are to be retained. Replace platen isolation rubber.
- B. Guides: Remove existing Slide Guides and/or Roller Guides and provide new fixed 3 inch roller guide assemblies for all elevators.
- C. Toe Guards: Replace to comply with applicable codes. Toe guards are to be finish painted with black satin enamel.
- D. Sill: Retain clean thoroughly and polish viewable surface.

- E. Door Operator: Provide new G.A.L. MOVFR Close Loop Door Operator
- F. Car Door Panels: Retain existing. Provide with new removable non-metallic gibs.
- G. Car Door Tracks: Retain existing. Clean track running surfaces. Adjust hangers so that the door hangs true with the entrance columns when open. Doors shall operate smoothly and quietly.
- H. Hangers: Retain Provide new car door hanger rollers.
- I. Provide new car door clutch.
- J. Provide new relating cables and sheaves, adjust for smooth operation.
- K. Gate Switch: Provide new with contacts to prevent the operation of the elevator by normal operating devices unless car doors are closed or within tolerances allowed by Code.
- L. Door Restrictor: Provide new mechanical style restricting devices to prevent opening doors when outside the landing zone. Electronic solenoid type restrictors are not acceptable.
- M. Door Protection: Provide new infrared reopening device.
- N. Car Top Station: Provide new fixed type car top station with wire guarded work lamp, inspection controls, GFCI receptacle and fire service indicators.
- O. Car Work Lights: Provide new stationary car top work light with GFCI receptacle. Provide light fixture on a mast extending above the car crosshead and readily reached from the landing.
- P. Car Top Numbering: Properly label crosshead with car identification or number.
- Q. Car Enclosure:
 - 1. Shell and Canopy: Retain; adjust seams and hardware to eliminate rattles and squeaks.
 - 2. Suspended Ceiling and Lighting: Retain.
 - 3. Front Returns, Transoms and Entrance Columns: Retain.
 - 4. Ventilation: Provide new two-speed fan designed for quiet operation. Include rubber isolation between mounting brackets and canopy.
 - 5. Car Door Panels: Retain.
 - a. Provide new removable, non-metallic gibs, located at the leading and trailing edges of each door panel.

6. Floor Covering: Retain existing.

2.09 SIGNALS AND OPERATING FIXTURES:

- A. Provide custom signal fixtures (ERM-Elevator Research and Manufacturing) to suit existing conditions and that meet the requirements of applicable codes and ADA. Provide project specific, dimensioned, drawings of the new signal fixtures for approval by the OCTA Consultant.
1. Main Car Operating Stations: Provide new flat, flush fitting, swing style car operating stations matching the design of the existing. Faceplates are to be fabricated of brushed stainless steel. Alternatively, at Contractor's option, clad or replace existing main side front returns with new minimum 16 gauge brushed stainless steel. Provide new applied style hinging car panels fabricated of 11 gauge brushed stainless steel. Stations shall have LED illuminating vandal resistant pushbuttons and displays. Provide with Firefighter controls behind a locking flush mounted cabinet door including engraved Firefighters' instructions, Phase II Firefighters' service switch, fire jewel, Firefighter's phone jack, and a Call Cancel button. Provide provisions for a future card reader behind a flush mounted 3.5" high x 5.0" wide Lexan window located within ADA guidelines.
 - a. Provide flush mounted Braille/Arabic designations with inconspicuous mechanical mounting. The plaques shall have white colored numerals on a black background.
 - b. Provide a lockable service cabinet with concealed hinges. Cabinet door shall be flush with the faceplate with hairline joints. The cabinet shall contain the following type controls:
 - 1) A light toggle switch.
 - 2) Two position fan toggle switch.
 - 3) Inspection keyswitch, conforming to the ASME Code.
 - 4) Independent service toggle switch.
 - 5) Emergency light test button.
 - c. Engrave the panels with the following and backfill with epoxy (Inserted plaques are not acceptable):
 - 1) Building Address and Elevator Identification Number (1/2" black filled).
 - 2) Carrying Capacity: Minimum 1/4-inch high lettering.
 - 3) "Push for Alarm" located under the alarm bell button.

2. Car Position Indicator: Provide a flush mounted digital position and direction indicator with minimum 2" high segmented LED or liquid crystal displays located in the car panels.
 - a. "Telephone for Emergency Use" in ½" lettering backfilled red.
3. Travel Lantern: Provide all new. Lanterns shall have LED illuminated arrow displays and electronic direction chimes. Chimes shall sound as doors open; once for up and twice for the down direction of travel and adjustable from 0-80 dBA. Faceplates shall be fabricated using minimum 11 gauge thickness brushed stainless steel.
4. Hall Buttons: Provide new flush mounted hall pushbutton stations in current locations with buttons centered 42" above the finish floor level. Fabricate button faceplates using minimum 11 gauge thickness brushed stainless steel and size plates to cover the outlines of the existing stations. Engrave faceplates with CBC required fire exiting "man on stairs" pictograph and "IN CASE OF FIRE USE STAIRWAY FOR EXIT. DO NOT USE ELEVATORS" verbiage in ½" lettering. Provide buttons that fully illuminate and utilize long life LED's lamps. Buttons are to match those used in the car panels.
5. Firefighters' Operation Keyswitch: Provide a new three position Firefighters' keyswitch in the Main Lobby hall button fixture. Provide an indicator lamp that shall illuminate when the elevators are on Firefighters' operation. Engrave the faceplate with Phase 1 operating instructions.
6. Emergency Car Lighting and Alarm System: Provide a new code compliant emergency light unit located on each car top. Provide system that shall illuminate LED lamps mounted inconspicuously above the ceiling line. System shall provide minimum illumination of 0.2-foot-candle at 4-feet above car floor approximately 1-foot in front of car operating panel for not less than 4-hours. Use of a system that will illuminate two cab lamps is acceptable. Existing alarm bells can be retained. Provide a lamp test button located in the car operating panel service cabinet.
7. Hoistway Access Switches: Provide new at the top and bottom landings. If faceplates are used, they shall be fabricated of 11 gauge thickness brushed stainless steel.

2.10 COMMUNICATION SYSTEM

- A. Telephone System: Provide new hands-free ADA emergency telephone. Outside communication shall comply with Code. Indicate telephone number to call in case of emergency

PART 3 – EXECUTION

3.01 EXAMINATION OF EXISTING BUILDING AND CONTRACT DOCUMENTS

- A. Bidder shall carefully examine all existing building conditions and be informed as to facilities for delivery of materials and equipment, floor loading limitations, and be familiar with difficulties that may be encountered in completing execution of all Work, prior to bid.
- B. Bidder will be held to have examined all specifications and all other data or institutions pertaining to Work.
- C. The Owner shall bear no responsibility for any incomplete or missing wiring diagrams or other data that may be needed to adapt the new equipment to the existing equipment. Obtaining such information from other sources is the Contractor's responsibility.
- D. No consideration or allowance will be granted for failure to visit site, or for alleged misunderstanding of materials to be furnished, or Work to be done, it being understood that tender of proposal carries with it agreement to all items and conditions referred to herein.
- E. The existing building (architectural, structural, mechanical, and electrical) drawings are available for bidder's review at OCTA offices, located at 600 South Main Street, Orange, CA 92868

3.02 FIELD QUALITY CONTROL

- A. Tests:
 - 1. Perform as required by code, and authorities having jurisdiction.
 - 2. Provide labor, material, equipment and connections for test.
 - 3. Repair or replace defective Work as required.
 - 4. Pay for restoring or replacing damaged Work due to tests.
 - 5. Final Inspection: When all Work is completed, Installer shall notify the Owner in writing that the elevator is ready for final inspection and acceptance test. A testing and inspection date shall then be arranged. The proper operation of every part of the elevator system and compliance with contract requirements of the Code shall be demonstrated to OCTA's Consultant. Furnish all test instruments, weights, and materials, required at the time of final inspection. The following tests shall be made on each elevator at the time of final inspection:

- a. Speed Load Tests: The actual speed of the elevator car shall be determined in both directions of travel with full contract load and with no load in the elevator car. Speed shall be determined by a tachometer. The actual measured speed of elevator car with full load shall be within 10% of rated speed. The maximum difference in actual measured speeds obtained under the various conditions outlined between the UP and the DOWN directions shall be checked.
- b. Floor-to-floor times with full load in the car shall be checked.
- c. Car Leveling Tests: Elevator car leveling devices shall be tested for accuracy of landing at all floors with no load in the car and full load in the car, in both directions of travel. Accuracy of floor landing (plus or minus 1/4-inch) shall be determined both before and after the full-load run test.
- d. Final System Tests for Smoke Detection/Fire Elevator Recall: After Work is completed; conduct a final test of entire system. Submit results on approved test report forms to OCTA.
- e. Re-Inspection: If any equipment is found to be damaged or defective, or if the performance of the elevator does not conform to the requirements of the contract specifications or the Safety Code, no approval or acceptance of the elevators shall be issued until all defects have been corrected. When the repairs and adjustments have been completed and the discrepancies corrected the Owner shall be notified and the elevator shall be re-inspected.

3.03 ADJUSTING, CLEANING, LUBRICATION AND PAINTING

- A. Perform the following Work prior to final testing and acceptance:
 1. Adjust all equipment for optimum performance, including controller, control valve, landing system, guides, hoistway switches, door operating equipment and safety equipment to achieve the required performance levels.
 2. Thoroughly clean all equipment and equipment areas free of all dust, dirt, debris and excessive oil and grease.
 3. Lubricate all equipment in accordance with manufacturer's guidelines.
 4. Patch and paint exposed Work soiled or damaged during installation. Fill all uneven surfaces or holes remaining from removed equipment.
 5. Remove and properly dispose of discarded equipment and materials, including debris, rubbish, oil and lubricants.

6. Painting: Coordinate painting times with the Owner to minimize inconveniences due to fumes. Paint all specified areas and newly installed untreated metal in the machine rooms. Re-paint areas exposed to view when entering or exiting the elevator cars so that they have a clean and uniform appearance. Clean and paint the machine room floor.

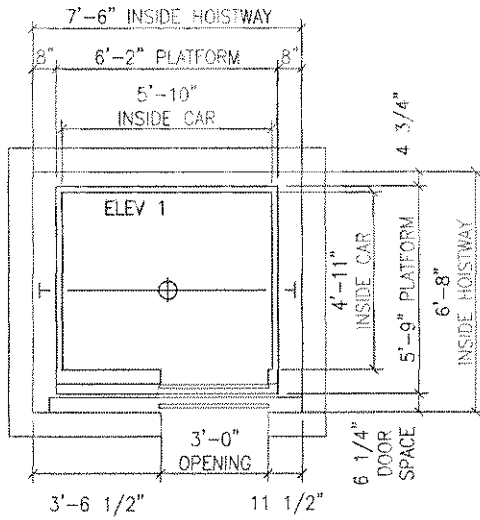
3.04 INSTRUCTIONS

- A. Upon completion of all Work, the Installer shall provide an instruction period. Instructions shall be given by competent supervisory personnel and shall apply to actual field conditions. The instructions shall cover, but shall not be limited to the following:

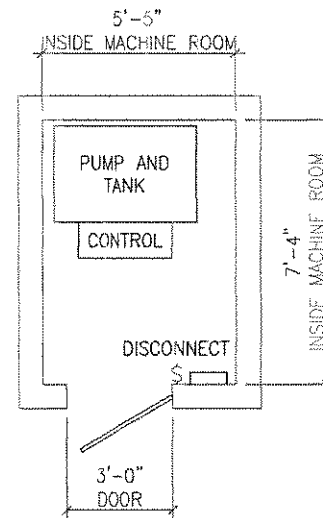
1. Maintenance, adjustment, troubleshooting and diagnostic procedures.
2. Operation of all features and operations provided.

- 3.05 FINAL ACCEPTANCE: Final acceptance of the Work will be made only after all corrections are complete, final submittals, permits, and certificates received and the Owner and Consultant are satisfied and the installation is complete in all respects.

END OF DIVISION 14241

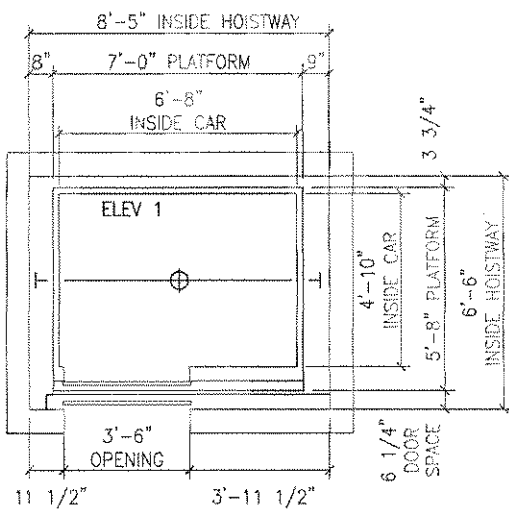


1
VT-1
PLAN VIEW
ELEVATOR 1
SCALE: 1/4" = 1'-0"

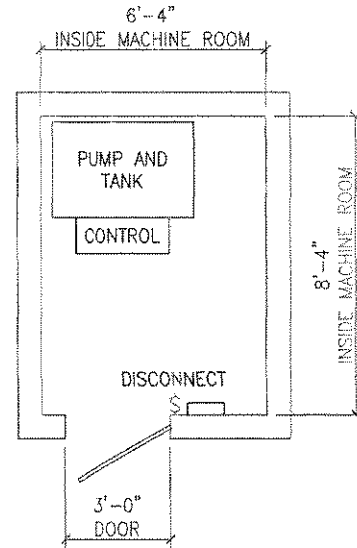


2
VT-1
MACHINE ROOM PLAN
ELEVATOR 1
SCALE: 1/4" = 1'-0"

CARDINAL CIRCLE – GARDEN GROVE

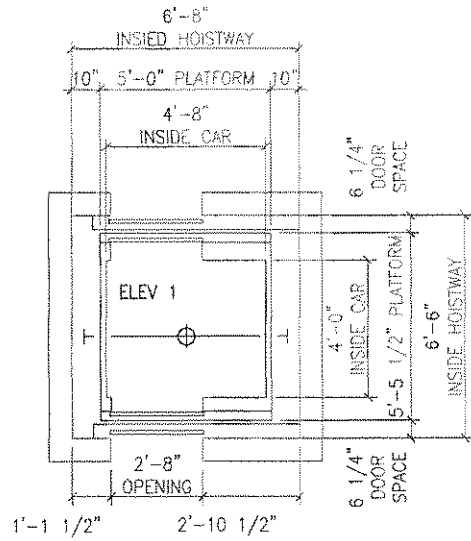


1 PLAN VIEW
ELEVATOR 1
VT-1 SCALE: 1/4" = 1'-0"

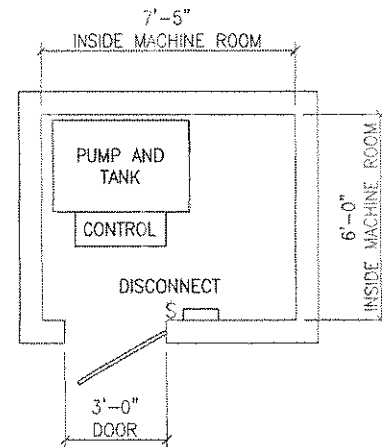


2 MACHINE ROOM PLAN
ELEVATOR 1
VT-1 SCALE: 1/4" = 1'-0"

SAND CANYON – IRVINE

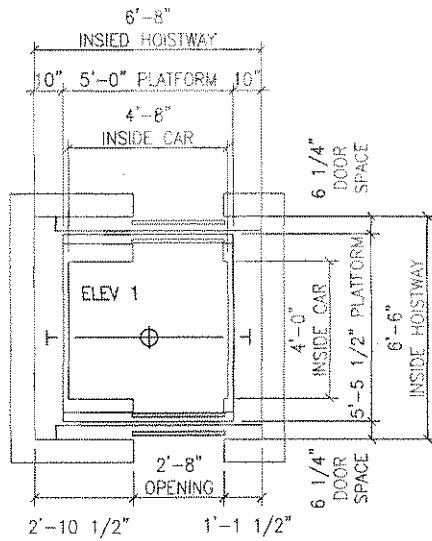


PLAN VIEW
ELEVATOR 1
1
VT-1
SCALE: 1/4" = 1'-0"

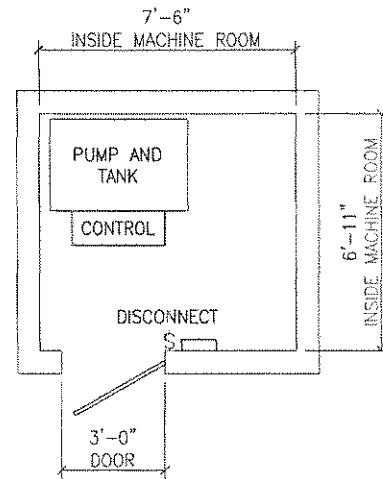


MACHINE ROOM PLAN
ELEVATOR 1
2
VT-1
SCALE: 1/4" = 1'-0"

ANAHEIM MAINT.



PLAN VIEW
ELEVATOR 1
1
VT-1
SCALE: 1/4" = 1'-0"



MACHINE ROOM PLAN
ELEVATOR 1
2
VT-1
SCALE: 1/4" = 1'-0"

ANAHEIM OFFICE

SECTION VIII
LIST OF DRAWINGS

IFB 0-1397
EXHIBIT C

THERE ARE NO DRAWINGS

INVITATION FOR BIDS 0-1397
BOOK 2 OF 2

ELEVATOR UPGRADES AT VARIOUS BASES



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

Job Site(s):

Orange County Transit District's

Anaheim Maintenance Building
1717E. Via Burton
Anaheim, CA 92806

Garden Grove Maintenance Building
11790 Cardinal Circle
Garden Grove, CA 92843

Irvine Sand Canyon Base Maintenance Building
14736 Sand Canyon Road
Irvine, CA 92618

Key IFB Dates

Issue Date:	March 4, 2010
Pre-Bid Conference/Site Visit:	March 16, 2010
Questions/Approved Equal Submittal:	March 23, 2010
Bids Submittal Date:	April 6, 2010

U.S. Department of Transportation
FTA PROJECT NUMBER CA-90-Y664



BOARD OF DIRECTORS

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Vice-Chair

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BID FORM

ORANGE COUNTY TRANSPORTATION AUTHORITY

Attention: CAMM Department

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

Gentlemen/Ladies:

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as required in the **Invitation For Bids (IFB) 0-1397**, and to do everything required therein; and further proposes that, if this Bid is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

<u>Description</u>	<u>Total Lump Sum Bid Amount</u>
_____	\$ _____

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

The undersigned hereby represents that:

1. He/She has thoroughly examined and become familiar with the work required and documents included under this IFB. The Bidder understands that the award of the contract, if it is awarded, will be based on the lowest total Bid submitted by a responsive and responsible Bidder, and further, that the amounts and the total on the Bid Form will be subject to verification by the Authority.
2. By investigation at the site of the work and otherwise it is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof.
3. Bidder fully understands the scope of the work/specifications and has checked carefully all words and figures inserted in said Invitation For Bids and further understands that the Authority will in no way be responsible for any errors or omissions in the preparation of this Bid.
4. Bidder will execute the Agreement and furnish the required Performance and Payment Bonds, "Guaranty," "Certificate of Lower-Tier Participants Regarding Debarment and Suspension," "Certificate of Restrictions on Lobbying," and proof of insurance coverage within fifteen (15) days (excluding Saturdays, Sundays and legal holidays) after notice of acceptance of bid by the Authority; and further, that this bid may not be withdrawn for a period of 120 calendar days after the date set for the opening thereof, unless otherwise required by law. If any Bidder shall withdraw its bid within said period, the Bidder shall be liable under the provisions of the Bid Security, or the Bidder and the surety shall be liable under the Bid Bond, as the case may be.
5. Bidder hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.
6. In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the Bidder shall execute the document included in this IFB entitled "Bidder's Certificate of Compliance Regarding Workers' Compensation Insurance;" and
7. Bidder hereby further certifies that each, every and all representations made in this Bid are true and correct and made under penalty of perjury.
8. Bidder shall permit the authorized representative of the Authority to inspect and audit all data and records of Bidder relating to this bid, and if awarded a contract resulting from this bid, shall permit such inspection and audit of all data and records of Bidder related to Bidder's performance

of such contract.

9. Bidder does not employ anyone who is now, or for one (1) year immediately prior to the date of this offer was, a director, officer, member, or employee of the Orange County Transportation Authority. The undersigned has not agreed to pay a fee contingent upon the award of a contract resulting from this bid to anyone who is now, or for one (1) year immediately prior to the date of this bid was, a director, officer, member, or employee of the Orange County Transportation Authority. No member of or delegate to the Congress of the United States shall be admitted to any share of the contract or to any benefit arising there from.
10. If awarded a contract resulting from this bid, Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
11. If awarded a contract resulting from this bid, Bidder will cooperate with the Authority in meeting commitments and goals with regard to the maximum utilization of DBE firms and will use its best efforts to ensure that DBE firms shall have the maximum practicable opportunity to compete for sub-contract work under such contract.
12. Bid will be in effect for 120 calendar days after the bid closing date.

Now: In compliance with the Invitation For Bids **0-1397**, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated _____, 20__ Bidder _____

The above bid includes Signature _____

Addenda Nos. _____ Name _____

Title _____

Bidder's Authorized Representative _____

Title _____

Telephone No./Fax No. _____

E-Mail _____

Bidders post office address _____

Corporation organized under the laws of the State of _____

Contractor's License No. _____

Expiration Date of License _____

Surety or sureties _____

(CORPORATE SEAL)

BID SECURITY FORM
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above named _____ bounden _____ principal _____

for _____ at the Orange County Transit District's Anaheim, Garden Grove and Irvine Sand Canyon Bases as specifically set forth in documents entitled "**Invitation For Bids 0-1397**," shall not be withdrawn within a period of 120 calendar days after the date set for the opening of bids, (unless otherwise required by law, and notwithstanding the award of the contract to another Bidder), and that if said bid is accepted by the Authority through action of its legally constituted _____ contracting _____ authorities _____ and _____ if _____ the _____ above bounden _____ its heirs, executors, administrators, successors and assigns, shall execute a contract for such construction and deliver the required Performance and Payment Bonds, "Certificate of Lower-Tier Participants Regarding Debarment and Suspension," "Certificate of Restrictions on Lobbying," "Guaranty," and proof of insurance coverage within fifteen (15) days (not including Saturdays, Sundays and legal holidays) after notification of contract award from the Authority, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20____.

(NOTE: The standard printed bond form of any bonding company acceptable to the Authority may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Authority are not in any way reduced by use of the security company's printed standard form.)

BID SECURITY FORM
CHECK TO ACCOMPANY BID

(NOTE: The following form shall be used in case check accompanies bid)

Accompanying this bid is a *Certified *Cashiers check payable to the order of Orange County Transportation Authority, hereinafter referred to as "Authority," acting on behalf of the Orange County Transit District, for _____ dollars (\$ _____), this amount being ten percent (10%) of the total amount of the Bid submitted in response to _____. The proceeds of this check shall become the property of said Authority provided this bid shall be accepted by the said Authority through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required "Guaranty" Form, "Certificate of Lower-Tier Participants Regarding Debarment and Suspension," "Certificate of Restrictions on Lobbying," Performance and Payment Bonds and proof of insurance coverage within fifteen (15) days (not including Saturdays, Sundays and legal holidays) after date of notification of contract award from the Authority. The proceeds of this check shall also become the property of the Authority if the undersigned Bidder withdraws the bid within the period of 120 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another Bidder. Otherwise, the check shall be returned to the undersigned.

Bidder

* Circle applicable word

(NOTE: If the Bidder desires to use a bond instead of check, the Bid Bond form on the preceding page shall be executed and the sum of this bond shall be ten percent [10%] of the total amount of the bid.)

INFORMATION REQUIRED OF BIDDER

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

1. Name of Bidder, Firm or Corporation: _____
2. Business Address: _____
3. Telephone/Fax: () _____
4. Type of Firm - Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor's License No.: _____ Years of Experience: _____
7. Expiration Date of License: _____
8. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

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

Current Officers or Owners Name	Prior Company Names (During the last 5 years)	Prior and Current License Numbers	Status of License

Please note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information, may result in your bid being found non-responsive and your bid being rejected

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

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

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

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

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

Please note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information, may result in your bid being found non-responsive and your bid being rejected. Bidder hereby certifies that it:

_____ is a Disadvantaged Business Enterprise as defined herein.

_____ is not a Disadvantaged Business Enterprise as defined herein.

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

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

Signature

Name

Title

Company Name

Telephone Number

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Bidders' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetable Goals for Minority Participation for Each Trade (11.9)

Goals for Female Participation in Each Trade (6.9)

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

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

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

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
WORKERS' COMPENSATION INSURANCE

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

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

Bidder/Contractor: _____

Signature: _____

Name and Title: _____

Date: _____

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
STATE OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE SECTION 7028.15

Contractor License Number: _____

Expiration Date of Contractor's License: _____

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

Name of Contractor: _____

Signed: _____

Title: _____

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

Notary Public

My commission expires on:

_____, 20__
(NOTARY SEAL)

LIST OF SUBCONTRACTORS

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

Name Under Which Subcontractor is Licensed & License Number	City & State	Specific Description of Work to be Rendered	Dollar Amount
			\$
			\$
			\$
			\$
			\$
			\$

\$

Bidders Name _____

PARTY DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Party Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chair

Patricia Bates, Vice Chair

Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Chris Norby, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

PARTICIPANT DISCLOSURE FORM**Information Sheet****ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

- B. The attached disclosure form must be filed if you or your agent have contributed more than \$250 to any board member or alternate for the Orange County Transportation Authority or any of its affiliated agencies during the 12-month period preceding the beginning of your active support or opposition. (The disclosure form will assist the board members in complying with the law.)
- C. If you or your agent have made a contribution of more than \$250 to any board member or alternate during the 12 months preceding the decision in the proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a participant in the proceeding.

The Participant Disclosure Form should be completed and filed with the proposal submitted by a party, or should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the board members of the Orange County Transportation Authority or any of its affiliated agencies.

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

AND

- b. The individual or entity, directly or through an agent, does any of the following:
 - (1) Communicates directly, either in person or in writing, with a board member or alternate of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing the member's vote on the proposal;
 - c. Communicates with an employee of the Orange County Transportation Authority or any of its affiliated agencies for the purpose of influencing a member's vote on the proposal; or
 - d. Testifies or makes an oral statement before the Board of Directors of the Orange County Transportation Authority or any of its affiliated agencies.
2. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use; all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit, or other entitlement for use. If an agent acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.
4. To determine whether a campaign contribution of more than \$250 has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall be aggregated with those made by the agent within the preceding 12 months or the period of the

agency, whichever is shorter. Campaign contributions made to different members or alternates are not aggregated.

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

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND ITS AFFILIATED AGENCIES

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

Party's Name: _____

Party's Address: _____

Street

City

State

Zip

Phone

Application or Proceeding
Title and Number: _____

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

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Name of Member: _____

Name of Contributor (if other than Party): _____

Date(s): _____

Amount(s): _____

Date: _____

Signature of Party and/or Agent

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Jerry Amante, Chair

Patricia Bates, Vice Art Brown, Director

Peter Buffa, Director

Bill Campbell, Director

Carolyn V. Cavecche, Director

William J. Dalton, Director

Richard Dixon, Director

Paul G. Glaab, Director

Don Hansen, Director

Allan Mansoor, Director

John Moorlach, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

**BIDDER'S CERTIFICATION REGARDING
INELIGIBLE FOREIGN CONTRACTORS AND SUBCONTRACTORS**

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

Signature: _____

Name: _____

Title: _____

Date: _____

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The _____
Firm name/principal

certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CERTIFICATION OF LOWER-TIER PARTICIPANTS
REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY
EXCLUSION

The _____
Firm name/principal

certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

The _____
Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

BIDDER'S CERTIFICATE OF NONCOMPLIANCE
REGARDING
"BUY AMERICA" REQUIREMENTS (SECTION 165(A))
FOR
STEEL, IRON, OR MANUFACTURED PRODUCTS

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

The _____	Firm name/principal
hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 CFR Part 661.	
_____ Signature	
_____ Title	
_____ Date	

Or:

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

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 3. The awarding of any Federal contract.
 4. The making of any Federal grant.
 5. The making of any Federal loan.
 6. The entering into of any cooperative agreement.
 7. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
8. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 4508) and include Alaskan Natives.
9. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
10. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public AUTHORITY, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
11. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - a. A member of the uniformed services, as defined in the

subsection 101(3), Title 37, United States Code.

- b. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - c. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix 2.
- 12. Person, as used in this clause, means an individual, corporation, company, association, AUTHORITY, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- 13. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
- 14. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
- 15. Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- 16. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
- 17. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 1. The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 2. For purposes of paragraph B.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 3. The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:
 4. Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.
 5. Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

6. The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
7. Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
8. Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
9. Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.
10. Only those services expressly authorized by paragraph B.3.a.(1) of this clause are permitted under this clause.
11. Professional and technical services
12. The prohibition on the use of appropriated funds, in subparagraph B.1. of this clause, does not apply in the case of:
13. A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.
14. Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
15. For purposes of paragraph B.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For

example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

16. Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
17. Only those services expressly authorized by paragraph B.3.a.(1) and (2) of this clause are permitted under this clause.
18. The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

b. Disclosure

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

affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

3. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
4. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
5. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
6. The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
7. All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

c. Agreement

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

d. Penalties

1. Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
2. Contractors may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

e. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by

the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

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

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

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

Executed this _____ day of _____, 200 _

By _____
(Signature of authorized official)

(Title of authorized official)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See attached disclosure form.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material changes For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: 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)		b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF - LLL - A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned		13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other specify: _____
12. Forum of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify nature: _____ value: _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11: (attach Continuation Sheet(s) SF-LLL-A if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.		Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

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INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a 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 report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, 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 a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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 the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL - A

DBE RACE-NEUTRAL PARTICIPATION LISTING

Bidder/Offeror shall complete and submit **Exhibit D-2: "DBE Race-Neutral Participation Listing"** in a **sealed envelope** with the bid/proposal, but no later than 48 hours following bid opening or proposal due date and timeline. (NOTE: In the event of no race-neutral DBE participation, Bidder/Offeror shall mark "None" under the column entitled "DBE Firm Name".) The Bidder/Offeror shall refer to **IFB Section IV: "DBE Crediting Provisions"** for guidelines relative to DBE participation crediting. (Additional sheets may be duplicated as necessary.)

The DBE information and content provided under Exhibit D-2: "DBE Race-Neutral Participation Listing" will not be considered in evaluating the bid/proposal or determining award of any contract.

DBE Firm Name*:	DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:		Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:		Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:	Regular Dealer (60%)	Broker	
License No., Classification and Expiration:		Manufacturer (100%)	Trucker	
Subcontract Amount:				

***DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.**

**IFB 0-1397
EXHIBIT D-2**

DBE Firm Name*:		DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:			Check Appropriate Box Describing Subcontractor/Supplier Activity:		
Contact Person:			Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:		Regular Dealer (60%)	Broker	
License No., Classification and Expiration:			Manufacturer (100%)	Trucker	
Subcontract Amount:					

***DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.**

DBE Firm Name*:		DBE Certification No. and Expiration Date:	Provide Complete Description of Work to be Performed: _____ _____ _____ _____		
Business Address:					
Contact Person:			Subcontractor (100%)	Supplier (60%)	
Telephone:	Fax:		Regular Dealer (60%)	Broker	

License No., Classification and Expiration:			
Subcontract Amount:	Manufacturer (100%)	Trucker	
Check Appropriate Box Describing Subcontractor/Supplier Activity:			

***DBE certification letter must be attached for each listed DBE firm. DBEs must be certified on the date bids/proposals are opened.**

Bidder/Offeror:	
Business Address:	
Contact Name:	Title:
Phone: ()	Fax: ()

Total Contract Amount:	\$		
DBE Race-Neutral Participation Value (% of Total Contract Value): <i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	%	DBE Race-Neutral Participation Dollar (\$ Value): <i>(NOTE: Mark "NONE" if no DBEs will be utilized.)</i>	\$

Signature of Authorized Representative

Printed Name

Date

Title

BIDDERS LIST
[FORM D-3]

Bidder: _____ **IFB No.:** _____

The Department of Transportation requires the AUTHORITY to develop and maintain a "Bidders List". The list must include all firms that proposed on prime contracts or subcontracts for DOT-assisted projects, including **both DBEs and non-DBEs**. The Bidders List is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts whether the firm was successful or unsuccessful in their attempts to obtain contracts. This information is also required from the proposed Bidder. Bidders are encouraged to submit this information at the time of bid submission. However, if not elected to so at the time of bid submission, bidders must submit such information at the request of the Authority within the prescribed timeline set forth in the solicitation. The AUTHORITY will use this information to develop and maintain the Bidders List to assist in the AUTHORITY'S Overall Annual DBE goal-setting process.

Prime Bidder's Information	
Prime Bidder's Name:	Phone: ()
Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for your firm's annual gross receipts last year.
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million
	☐ More than \$15 million

List Bidder's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.	
Name of Subcontractor's Firm:	Phone: ()
Address:	Fax: ()
Number of years in business:	Type of work/services/materials provided:
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for the firm's annual gross receipts last year.
	☐ Less than \$1 million
	☐ Less than \$5 million
	☐ Less than \$10 million
	☐ Less than \$15 million

☐ More than \$15 million

List Bidder's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

Name of Subcontractor's Firm:	Phone: ()
Address:	Fax: ()
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	DING FORMS ☐ TC "SECTION II. firm's annual gross receipts last year. ☐ Less than \$1 million ☐ Less than \$5 million ☐ Less than \$10 million ☐ Less than \$15 million ☐ More than \$15 million

List Bidder's Information for each subcontractor that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.

Name of Subcontractor's Firm:	Phone: ()
Address:	Fax: ()
	Type of work/services/materials provided:
Number of years in business:	
Contact Person:	
Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ Yes ☐ No	Check the box below for the firm's annual gross receipts last year. ☐ Less than \$1 million ☐ Less than \$5 million ☐ Less than \$10 million ☐ Less than \$15 million ☐ More than \$15 million

If necessary, this form can be duplicated to list all subcontractors that proposed on DOT-assisted projects, including both DBEs and non-DBEs, whether successful or unsuccessful in their attempts to obtain contracts.