

**INVITATION FOR BIDS (IFB) 0-1563
BOOK 1 OF 2**

**INSTALLATION OF FENCING ALONG OCTA
RAIL RIGHT-OF-WAY IN THE CITY OF
TUSTIN**



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

Job Site:

Orange County Transportation Authority's Rail Right-of-Way, adjacent to Edinger Avenue in the City of Tustin, North of the Santa Ana Metrolink Station.

Key IFB Dates

Issue Date:	September 7, 2010
Pre-Bid Conference/Site Visit:	September 16, 2010
Questions/Approved Equal Submittal:	September 22, 2010
Bid Submittal Date:	October 4, 2010

TABLE OF CONTENTS

	<u>Page</u>
NOTICE INVITING SEALED BIDS	i
SECTION I. INSTRUCTIONS TO BIDDERS	1
SECTION II. INSTRUCTIONS TO BIDDING FORMS	11
SECTION III. ADDITIONAL CONTRACTUAL EXHIBITS	37
SECTION IV. AGREEMENT	44
SECTION V. GENERAL PROVISIONS – EXHIBIT A	45
SECTION VI. PROJECT SPECIFICATIONS – EXHIBIT B	69
SECTION VII. LIST OF DRAWINGS – EXHIBIT C	70



September 7, 2010

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**SUBJECT: NOTICE INVITING SEALED BIDS
IFB 0-1563, "INSTALLATION OF FENCING ALONG
OCTA RAIL RIGHT-OF-WAY IN THE CITY OF TUSTIN"**

Gentlemen/Ladies:

The Orange County Transportation Authority (OCTA) invites sealed bids for IFB 0-1563 for the installation of fencing along the OCTA rail right-of-way in the City of Tustin.

The estimated cost for this project is approximately \$340,000.00.

Bids shall be submitted at or before 11:00 a.m., October 4, 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: Grant Gager, 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: Grant Gager, 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) 0-1726 through Camm NET, the Authority's on-line website. Firms may also obtain a copy of the IFB by: faxing a request to (714) 560-5792; by emailing a request to rfp_ifb_requests@octa.net; or by calling (714) 560-5922. Please include the following information in any request:

- Name of Firm
- Address
- Contact Person
- Telephone and Facsimile Number
- Invitation For Bids (IFB) 0-1563

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 0-1563, 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:

Category(s):
Construction

Commodity(s):
Fencing Contractor

A pre-bid conference has been scheduled for 10:00 a.m. September 16, 2010, at the OCTA Administrative Building, 600 South Main Street, Orange CA 92863, Conference Room 103. Immediately following the pre-bid conference a job walk will be conducted. All prospective Bidders are strongly encouraged to attend.

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,



Grant Gager
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 10:00 a.m. on September 16, 2010 at the OCTA Administrative Building, 600 South Main Street, Orange CA 92863, Conference Room 103. 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 Transportations Authority
Attention: Grant Gager, 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 Daylight Time, on September 22, 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: Grant Gager, Contract Administrator e-mail address is ***ggager@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 rfp_ifb_requests@octa.net.

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:

Category(s):
Construction

Commodity(s):
Fencing Contractor

Inquiries received after 5:00 p.m. September 22, 2010, will not be responded to.

F. SUBMISSION OF BIDS

Date and Time

Bids must be submitted at or before 11:00 a.m., October 4, 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: Grant Gager, 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: Grant Gager, 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 0-1563: INSTALLATION OF FENCING ALONG OCTA RAIL
RIGHT-OF-WAY IN THE CITY OF TUSTIN"**

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. Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed Bids.

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. 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.

O. 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.

P. 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.

Q. 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.

R. AWARD

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.

S. EXECUTION OF CONTRACT

The successful Bidder shall submit to the Authority the required contract bonds, "Guaranty", 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" 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.

T. 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.

U. CONFLICT OF INTEREST

CONTRACTOR agrees to avoid organizational conflict of interest which would restrict full and open competition. 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 any Conflict of Interest issues as soon as they are known to the CONTRACTOR. All disclosures must be disclosed at the time of bid submittal.

V. CODE OF CONDUCT

CONTRACTOR 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. CONTRACTOR 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 2 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 with its bid. The notice provides information 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 of 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 November 22, 2010. This date is subject to change without prior notice.

I. STATUS OF PAST AND PRESENT CONTRACT FORM

Bidder is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this IFB and submit as part of the proposal. Bidder shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years and the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract. Bidder shall provide an accurate name and telephone number for each contract and indicate the term of the contract and the original contract value. If the contract was terminated, Bidder must list the reason for termination. Bidder must identify and state the status of any litigation, claims or settlement agreements related to any of the contracts. Each form must be signed by the Bidder confirming that the information provided is true and accurate. Bidder is required to submit one copy of the completed form(s) as part of its bid.



BOARD OF DIRECTORS

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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) 0-1563**, 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," 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," "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 **0-1563**, 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. _____

Email _____

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," 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 0-1563**," 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, "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," 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, 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

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 & Address Under Which Subcontractor is Licensed	License Number	Specific Description of Work to be Rendered	Type*	Dollar Amount
				\$
				\$
				\$
				\$
				\$
TOTAL VALUE OF SUBCONTRACTED WORK				\$

*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, Chairman

Patricia Bates, Vice Chairman

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

Shawn Nelson, Director

Janet Nguyen, 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 has 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, Chairman

Patricia Bates, Vice Chairman

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

Shawn Nelson, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

Status of Past and Present Contracts

On the form provided below, Bidder shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Bidder must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name _____
 Title _____

_____ Date

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,
State of California, in the sum of _____
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 **INSTALLATION
OF FENCING ALONG OCTA RAIL RIGHT-OF-WAY IN THE CITY OF TUSTIN** at the
Orange County Transit District's _____ 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 _____, 20__.

(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, 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
**INSTALLATION OF FENCING ALONG OCTA RAIL RIGHT-OF-WAY IN THE CITY OF
TUSTIN** 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-0-1563** relative to **INSTALLATION OF FENCING ALONG OCTA RAIL RIGHT-OF-WAY IN THE CITY OF TUSTIN**.

- 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

SECTION IV
AGREEMENT

1 **AGREEMENT NO. C-0-1563**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2010, by and
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
8 CA 92863-1584, a public corporation of the state of California (hereinafter referred to as
9 "AUTHORITY"), and _____, _____, (hereinafter referred to as
10 "CONTRACTOR").

11 **WITNESSETH:**

12 **WHEREAS**, AUTHORITY has determined that it requires the installation of fencing along its rail
13 right-of-way in the City of Tustin; and

14 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

15 **WHEREAS**, CONTRACTOR has represented that it has the requisite personnel, experience,
16 material, and equipment and is otherwise qualified to perform such services; and

17 **WHEREAS**, CONTRACTOR wishes to perform these services;

18 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on _____.

19 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and
20 CONTRACTOR as follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

22 A. This Agreement, including all exhibits and other documents incorporated herein and made
23 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions
24 of the agreement between AUTHORITY and CONTRACTOR and it supersedes all prior
25 representations, understandings and communications. The invalidity in whole or in part of any term or
26 condition of this Agreement shall not affect the validity of other terms or conditions.

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 _____; Exhibit B, entitled "Specifications"; Exhibit C, entitled "List of Drawings"; Exhibit D-1, entitled "List of Subcontractors"; Exhibit E, entitled "Performance Bond"; Exhibit F, entitled "Payment Bond"; and Exhibit G, entitled "Guaranty"; 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 Forty Five (45) 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," and certificates of insurance as set forth in Article 10 hereunder. CONTRACTOR shall furnish said documents within fifteen (15) 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 7, AUTHORITY shall pay CONTRACTOR the firm fixed sum of _____ Dollars (\$____.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. 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 (\$____.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 8. 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: Grant Gager

Contract Administrator

P: (714) 560 – 5743

E: ggager@octa.net

ARTICLE 9. 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

1 CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages, salaries and
2 other amounts due its employees in connection with this Agreement and shall be responsible for all
3 reports and obligations respecting them, such as social security, income tax withholding, unemployment
4 compensation, workers' compensation insurance, and similar matters.

5 **ARTICLE 10. INSURANCE**

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

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

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

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

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

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

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

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

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

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

3 D. The Certificate of Insurance shall reference Agreement Number C-0-1563
4 and Grant Gager, Contract Administrator.

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

7 F. AUTHORITY shall notify CONTRACTOR in writing of any changes in the requirements to
8 insurance required to be provided by CONTRACTOR. Except as set forth in this Article, any additional
9 cost from such change shall be paid by AUTHORITY and any reduction in cost shall reduce the
10 contract price pursuant to a change order.

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

13 **ARTICLE 11. BONDS**

14 A. By submitting Exhibit E, entitled "Performance Bond," and Exhibit F, entitled "Payment
15 Bond," CONTRACTOR shall satisfy AUTHORITY's requirements that CONTRACTOR deposit with
16 AUTHORITY bonds with values in the sum of percent of this Agreement's price to cover
17 CONTRACTOR's failure to fully perform hereunder and CONTRACTOR's failure to pay its labor
18 materialmen or failure to comply with Article 3132 of this Agreement, in performing hereunder. If the
19 contract price is increased in connection with a Change Order, the AUTHORITY may, in its sole
20 discretion, require a corresponding increase in the amount of the Performance and Payment bonds or
21 new bonds covering the Change Order work.

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

25 **ARTICLE 12. ORDER OF PRECEDENCE**

26 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 ("Specifications"), and Exhibit C ("List of Drawings"), Project Specifications shall take precedence.

ARTICLE 13. 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 14. 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 15. 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 16. 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 8, 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 8 herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable provisions of the FAR pertaining to Termination for Convenience.

ARTICLE 17. 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 30 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 terminate CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

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

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

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

1 completion thereof.

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

5 D. If, after notice of termination of CONTRACTOR's right to proceed under the provisions of
6 this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions
7 of this clause, or that the delay was excusable under the provisions of this clause, the rights and
8 obligations of the parties shall be the same as if the notice of termination had been issued pursuant to
9 Article 16, entitled "Termination for Convenience."

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

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

14 **ARTICLE 18. INDEMNIFICATION**

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

21 **ARTICLE 19. ASSIGNMENTS AND SUBCONTRACTS**

22 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
23 CONTRACTOR either voluntarily or by operation of law. CONTRACTOR shall not have the right to
24 make any substitutions of any subcontractor listed in Exhibit D-1, entitled "List of Subcontractors,"
25 except in accordance with the provisions of the Subletting and Subcontractors Fair Practices Act, Public
26 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 20. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, 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 21. 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

1 in performing the work identified in the Scope of Work is or might be otherwise impaired; or the
2 CONTRACTOR has an unfair competitive advantage. CONTRACTOR is obligated to fully disclose to
3 the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the CONSULTANT.
4 All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein.
5 This disclosure requirement is for the entire term of this Agreement.

6 **ARTICLE 22. CODE OF CONDUCT**

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

10 **ARTICLE 23. FEDERAL, STATE AND LOCAL LAWS**

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

14 **ARTICLE 24. EQUAL EMPLOYMENT OPPORTUNITY**

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

23 **ARTICLE 25. FINISHED AND PRELIMINARY DATA**

24 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,
25 photographs, tapes, software, software design documents, including without limitation source code,
26 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 Public Records Act.

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 26. 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 27. 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.

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

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

16 **ARTICLE 28. CONVICT LABOR**

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

20 **ARTICLE 29. NOTICE OF LABOR DISPUTE**

21 Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay
22 its performance under this Agreement, CONTRACTOR shall immediately notify and submit all relevant
23 information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in any
24 subcontract hereunder as to which a labor dispute may delay performance under this Agreement.
25 However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

26 **ARTICLE 30. 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 Two Hundred Dollars (\$200.00). Alternatively, AUTHORITY may terminate this Agreement in whole or in part as provided in Article 16 of this Agreement, and in that event, CONTRACTOR shall be liable, in addition to the excess costs provided in Article 16 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 31. 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 33 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

1 respect to work repaired or replaced hereunder will run for one year from the date of such repair or
2 replacement.

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

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

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

1 commercial practice.

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

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

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

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

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

16 **ARTICLE 32. GENERAL WAGE RATES**

17 A. All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier
18 working on the construction site, will be paid unconditionally and not less often than once a week and
19 without any subsequent deduction or rebate on any account (except such payroll deductions as are
20 permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the
21 time of payment computed at wage rates and per diem rate not less than the aggregate of the highest
22 of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits
23 contained in the current general prevailing wage rate(s) and per diem rate(s), established by the
24 Director of the Department of Industrial Relations of the state of California, (as set forth in the Labor
25 Code of the state of California, commencing at Section 1770 et. seq.), regardless of any contractual
26 relationship which may be alleged to exist between CONTRACTOR or subcontractor and their

1 respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of
2 the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's
3 offices and will be made available to CONTRACTOR upon request. CONTRACTOR shall post a copy
4 thereof at each job site at which work hereunder is performed.

5 B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the
6 Labor Code of the state of California, which are incorporated herein by reference, pertaining to workers
7 performing work hereunder including, but not limited to, those provisions for work hours, payroll records
8 and apprenticeship employment and regulation program. CONTRACTOR agrees to insert or cause to
9 be inserted the preceding clause in all subcontracts, which provide for workers to perform work
10 hereunder regardless of the subcontractor tier.

11 **ARTICLE 33. INSPECTION AND ACCEPTANCE**

12 A. All work (which term includes but is not restricted to materials, equipment, workmanship,
13 and manufacture and fabrication of components) shall be subject to inspection and test by AUTHORITY
14 at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the
15 sole benefit of AUTHORITY and shall not relieve CONTRACTOR of the responsibility of providing
16 quality control measures to assure that the work strictly complies with requirements of this Agreement.
17 No inspection or test by AUTHORITY or its representative shall be construed as constituting or implying
18 acceptance. Inspection or test shall not relieve CONTRACTOR of responsibility for damage to or loss
19 of the material prior to acceptance, nor in any way affect the continuing rights of AUTHORITY after
20 acceptance of the completed work under the terms of paragraph F of this Article, except as herein
21 above provided.

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

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

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

E. Should it be considered necessary or advisable by AUTHORITY at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of CONTRACTOR or its subcontractors, CONTRACTOR shall pay all costs of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this 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 34. 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 35. 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.

ARTICLE 36. 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 37. 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.

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ARTICLE 38. 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 39. 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 40. 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 41. 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. Temporary building (storage sheds, shops, offices, etc.) may be erected by CONTRACTOR with the written consent of AUTHORITY, and shall be built with labor and materials furnished by CONTRACTOR without expense to AUTHORITY. Such temporary buildings and utilities shall remain the property of CONTRACTOR and shall be removed by CONTRACTOR at its expense upon the completion of the work. With the written consent of AUTHORITY, such buildings and utilities may be abandoned and need not be removed.

C. 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.

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ARTICLE 42. 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 43. 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.

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 44. 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 45. PROHIBITED INTERESTS

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.

ARTICLE 46. 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

1 and is not due to the fault or negligence of the party not performing.

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

3 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-0-1563
4 to be executed on the date first above written.

5 **CONTRACTOR**

ORANGE COUNTY TRANSPORTATION AUTHORITY

6 By _____

By _____

7 License No:

Will Kempton
Chief Executive Officer

9 APPROVED AS TO FORM:

10 By _____

Kennard R. Smart, Jr.
General Counsel

13 APPROVED:

14 By _____

Jim Beil, P.E.
Executive Director, Capital Programs

16 Date _____

SECTION V

GENERAL PROVISIONS - EXHIBIT A

SECTION V 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 **INSTALLATION OF FENCING ALONG OCTA RAIL RIGHT-OF-WAY IN THE CITY OF TUSTIN**. 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 $\frac{1}{4}$ 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 eleven percent (11%), 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 give 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. CONTRACTOR'S 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 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

- c. 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

- d. 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.
- e. 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.
- f. All disputes concerning the payment of wages or the classification of workers under this Agreement shall be promptly reported to the AUTHORITY.

3. Deductions

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

- a. Any AUTHORITY or third party claims or losses for which CONTRACTOR is responsible hereunder or any Liquidated Damages which have accrued as of the date of the application for payment;
- b. If a notice to stop payment is filed with AUTHORITY, due to the CONTRACTOR's failure to pay for labor or materials used in the work, money due for such labor or materials, plus the 25% prescribed by law, will be withheld from payment to the CONTRACTOR. In accordance with Section 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. 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 that 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, 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. Contract Termination; Debarment

A breach of item 1 through 5 may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

7. Overtime Requirements

The 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.

8. 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.

9. 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.

10. Final Labor Summary

CONTRACTOR and each subcontractor shall furnish to 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.

11. Final Certificate

Upon completion of the contract, 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

12. Notice to the Authority of Labor Dispute

Whenever 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 AUTHORITY.

13. Disputes Clause

All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the AUTHORITY for its referral to the State The decision of the Department of Industrial Relations, shall be final.

14. 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.

15. Insertion in Subcontracts

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.

16. Certified Payrolls

- a. AUTHORITY shall obtain from 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 AUTHORITY.
- 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, 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. CONTRACTOR' 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 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 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 CONTRACTOR supplies 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 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 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 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 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. 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. 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. 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. 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. 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 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. 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. 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, 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. CONFLICT OF INTEREST

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

O. CODE OF CONDUCT

CONTRACTOR 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. CONTRACTOR agrees to include these requirements in all of its subcontracts.

P. INSPECTIONS

AUTHORITY or its representatives shall have access to the construction site and shall have the right to inspect all project works.

Q. LICENSING, PERMITS AND INSPECTION COSTS

1. 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 outcome 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.

R. 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.

S. CHANGES IN LAWS AND REGULATIONS

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

T. MEDIA AND THE PUBLIC

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

U. 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. 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 CONTRACTOR. CONTRACTOR shall cooperate fully with AUTHORITY contractors/consultants that may be performing work in the construction area.

V. 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 CONTRACTOR that amount that AUTHORITY may find to be a fair and reasonable compensation for the part of CONTRACTOR'S actual loss, that, in the opinion of AUTHORITY was unavoidable, determined as follows: 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 CONTRACTOR' 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.

W. 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 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, CONTRACTOR shall so notify 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 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 AUTHORITY, and the cost of that work will be paid for as extra work as provided in Section F. CONTRACTOR shall, if directed by 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 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 CONTRACTOR's cost and expense.

Where it is determined by 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 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 CONTRACTOR's convenience in order to facilitate CONTRACTOR's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the special provisions, 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 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 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.

X. 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. CONTRACTOR is responsible for all costs associated with these investigations including the cost of equipment, labor and materials required for any confined space entry.

Y. 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, AUTHORITY will determine if the material is hazardous. If the material is not hazardous or poses no danger, 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 AUTHORITY of any delay 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 V., Utilities Related Delays and compensation for the delay will be determined in conformance with the provisions in Section L. CONTRACTOR shall be entitled to no other compensation for that delay.

SECTION VI
PROJECT SPECIFICATIONS - EXHIBIT B

**Chain Link Fencing
of the OCTA
Railroad Right-of-Way
in the City of Tustin**

SCOPE OF WORK

BACKGROUND

The Orange County Transportation Authority (Authority) owns and maintains the operating railroad right-of-way (ROW), formerly known as the LOSSAN Corridor. This corridor is operated by the Southern California Regional Rail Authority (SCRRA, "Metrolink"), for the Metrolink commuter trains, the National Railroad Passenger Corporation's (AMTRAK) passenger trains and for freight trains by the Burlington Northern Santa Fe Railroad (BNSF), and the Union Pacific Railroad (UPRR).

In order to secure the railroad ROW from public access and improve safety, the Authority is soliciting bids for the installation of fencing along the operating railroad ROW.

DESCRIPTION

Exact project locations, will be laid out in the field, prior to the Authority issuing the Notice to Proceed with the Authority's Project Manager & Contractor Representative. Below referenced addresses are approximate.

The approximate physical address (project's most northern end) is 1699 Edinger Avenue. At approximately SCRRA milepost (see Attachment 1), MP 178.1 - one (1) security access gate shall be installed perpendicular to the tracks. Then street side of the post gate, the new chain link fencing shall be placed, running parallel to the tracks, for a total of 1.1 miles to the south, where it shall tie-into the existing chain link fence at approx. MP 179.2 (see Attachment 1).

TECHNICAL SPECIFICATIONS

The Contractor is to furnish all labor, materials and equipment for the installation of 1.1 miles of new Chain Link Fencing, one (1) 16' Double Swing Gate, and one (1) Security Access Gate (tubular steel).

One (1) new 16' double swing gate shall be constructed and installed along Edinger Avenue, as directed by the Authority's Project Manager.

All installation is as directed by the Authority's Project Manager.

MATERIALS

Use materials conforming to details on Attachment 2 (SCRRA ES5106), Attachment 3 (SCRRA ES5107-01 & 02), and Attachment 4 (Caltrans Standard Specifications Section 80-4, Chain Link Fencing & Caltrans Standard Plan A-85).

REFERENCE STANDARDS

Comply with provisions of all local, State and Federal codes, attached specifications, standards and recommended practices, except as otherwise indicated and, in particular, of most recent English measurement edition and addenda thereto of

- A. SCRRA: Engineering Standards (Attachment 2 & 3)
- B. Caltrans: State of California Department of Transportation Standard Specifications- Section 80-4, and Standard Plan- A-85 (Attachment 4)
- C. ASTM: American Society for Testing and Materials

Contractor shall provide manufacturer or supplier's certification that materials delivered to the site are in compliance with this Scope of Work.

EXECUTION

- A. Unless otherwise specified or directed, this work shall be constructed in accordance with the materials and methods to conform to the above referenced Standards. (Attachments 2 – 4)
- B. Fabric shall be placed on the outside of the poles (street side), away from the track, or as directed by the Authority's Project Manager.

**SECTION VI
LEVEL 3 SAFETY SPECIFICATIONS**

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 health, safety and environmental compliance department (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 department (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 the Authority HSEC Department.
 - 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 of work.

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, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, 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 CRANES (§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 protections 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

Manger 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 VII
LIST OF DRAWINGS - EXHIBIT C

LIST OF DRAWINGS

By this reference, the following drawings are incorporated in this Invitation For Bids.

<u>Sheet Identification</u>	<u>Number of Sheets</u>
OR-5 – Metrolink Track Chart, Orange Subdivision	<u>1</u>
SCRRA ES5106, Right of Way Fencing, Chain Link Fencing	<u>1</u>
SCRRA ES5107-01 & 02, Security Access Gate Details	<u>2</u>
Caltrans Standard Specifications Section 80-4, Chain Link Fencing , Caltrans Standard Plan A-85	<u>1</u>



MILES 177

178

179

180

SPEED
CONTROL

90-55

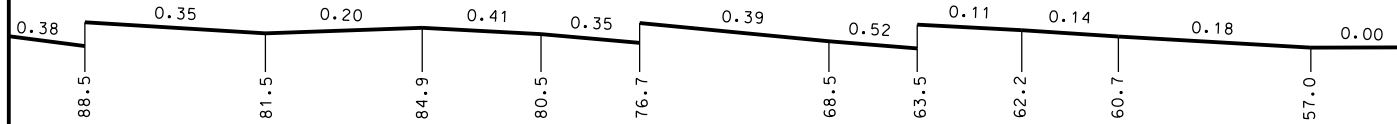
90-55

2MT-CTC-ATS

HORIZONTAL
ALIGNMENT
MAIN TRACK
CURVE NUMBER
DEGREE CURVE
LENGTH SPIRAL
LENGTH CURVE
SUPERELEVATION

To FULLERTON

To OCEANSIDE

VERTICAL
ALIGNMENTCP ALISO
178.9PUC #OR-177.40-A, DOT 02745N
SO. TUSTIN OP
(26-745-N)1-36" CURB, INLET 56', 177.5
#10 R.H. 136, MP 177.55PUC #OR-177.9 DOT 026746V
RED HILL AVE
#10 L.H. 136, MP 177.90INT L.SIGS 2E & 4E
2 - #20 R.H. 136, MP 178.90
2 - #20 L.H. 136, MP 178.90
INT L.SIGS 2W & 4W1 - SG W/WD 37', 179.3
1 - PCSBG 39', 179.3PASSENGER STATION
TUSTIN 179.5
1-18' x10' x40' RCB 179.5PUC #OR-179.7-A DOT 026996H
JAMBOREE RD
#10 R.H. 136, MP 179.72
2-PCDBG 126', 179.70
PETERS CANYON WASHPUC #OR-179.9 DOT 026762E
HARVARD AVE

TUSTIN

F SANTA ANA

NEWPORT FWL

STATE HWY.55

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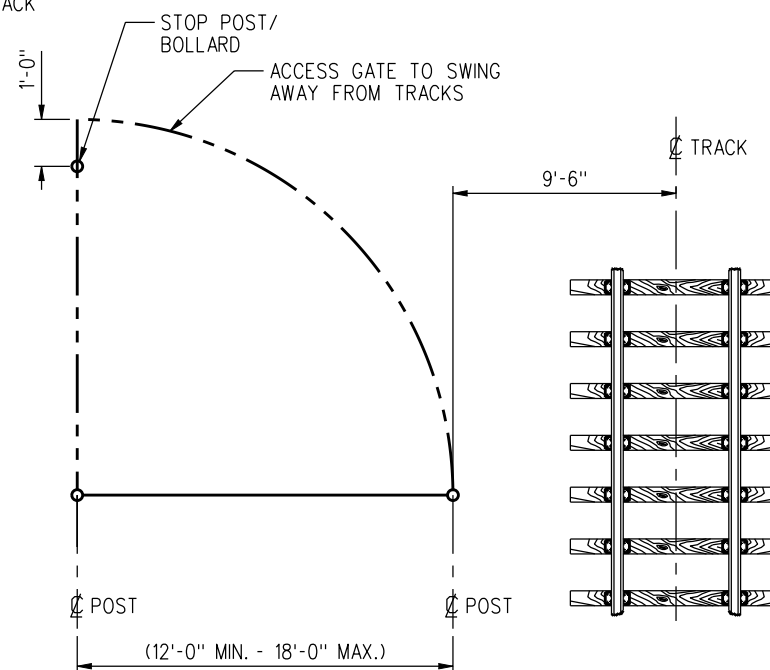
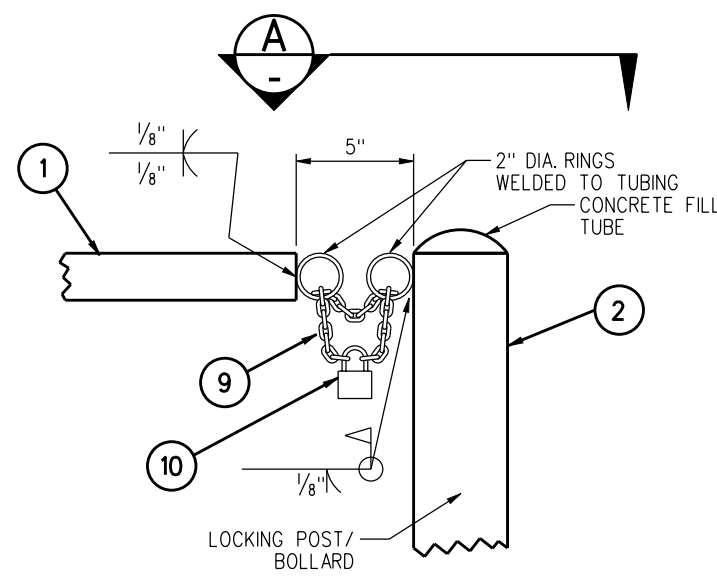
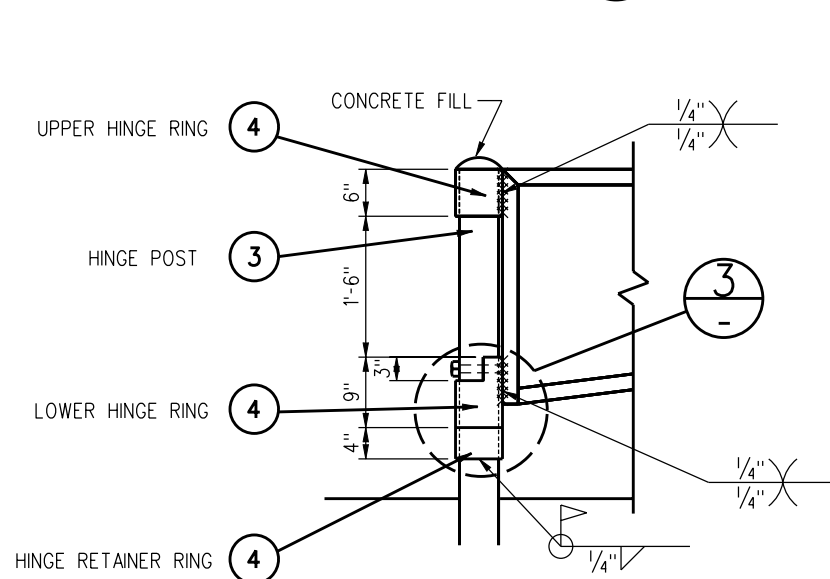
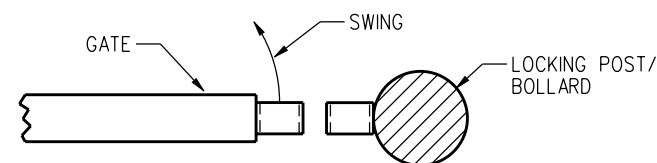
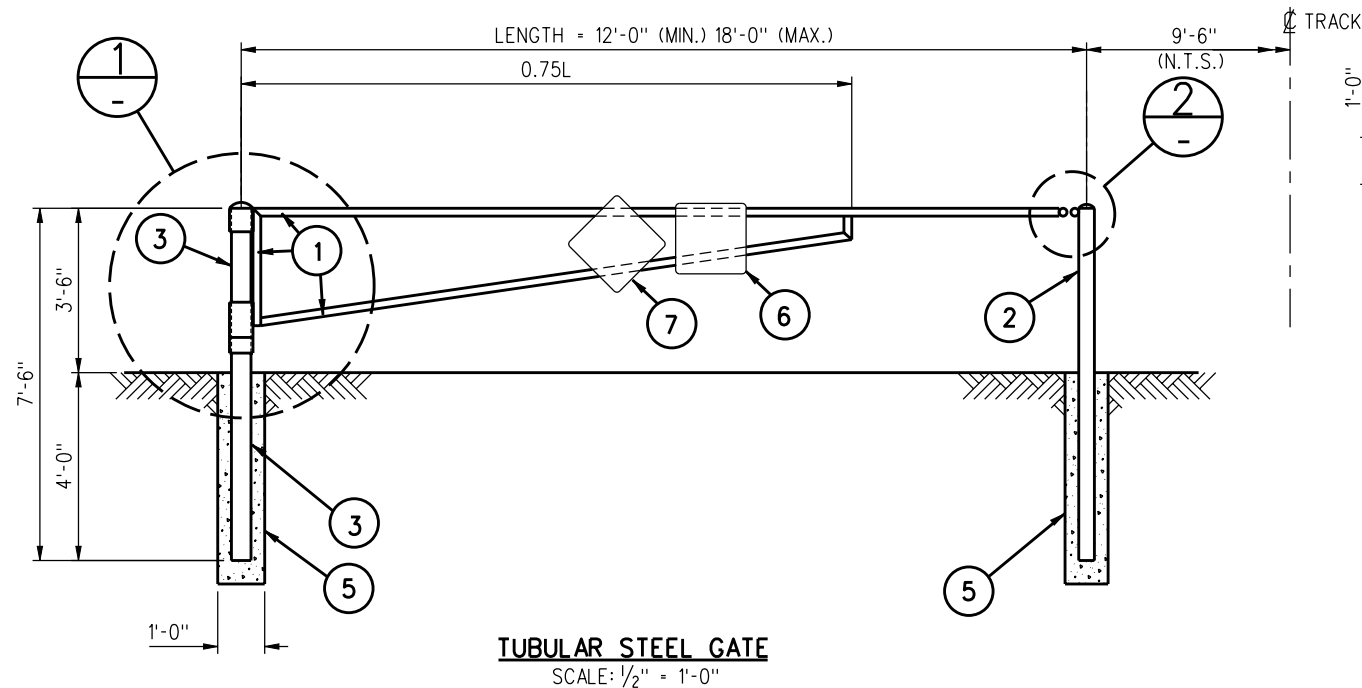
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- LEGEND:**

- ① 2" STANDARD WEIGHT TUBE
(OUTSIDE DIA. - 2.375" - INSIDE DIA. - 2.067")
- ② 4" STANDARD WEIGHT TUBE
(OUTSIDE DIA. - 4.5" - INSIDE DIA. - 4.026")
- ③ 5" STANDARD WEIGHT TUBE
(OUTSIDE DIA. - 5.563", INSIDE DIA. - 5.047")
- ④ 6" EXTRA STRENGTH TUBE
(OUTSIDE DIA. - 6.625", INSIDE DIA. - 5.761")
- ⑤ 6" MINIMUM 2500 PSI CONCRETE BACKFILL
- ⑥ NO TRESPASSING SIGN PER METROLINK
ENGINEERING STANDARD ES5224.
(BOTH SIDES)
- ⑦ MODIFIED TYPE "OM1-3" (AS PER MUTCD)
WARNING SIGN TO READ:
"KEEP GATE LOCKED". (BOTH SIDES)

- NOTES:

1. EXISTING ELEMENTS OF RIGHT-OF-WAY SECURITY WILL BE INTEGRATED INTO THE LAYOUT TO OBTAIN EFFECTIVE DETERRENCE WITH MINIMUM OF NEW CONSTRUCTION. BUILDINGS, WALLS, DITCHES, UTILITY POLES, FENCES, SIGNS WITH POSTS (AT LEAST SIX INCHES IN WIDTH), MONUMENTS, ABUTMENTS OR PERMANENT LANDSCAPING MORE THAN THREE FEET TALL ARE ALL ACCEPTABLE DETERRENTS. IF FENCE, WALL OR BUILDING IS WITHIN 12 FEET OF THE CENTERLINE OF TRACK, NO BARRIER IS REQUIRED.
2. SECURITY GATE TYPICAL LAYOUT PLAN ILLUSTRATES FOUR SITUATIONS, ONE IN EACH QUADRANT THAT CAN BE USED TO DENY ACCESS. SCRRRA AUTHORIZED PERSONS MAY RECOMMEND OTHER ELEMENTS OF VEHICLE CONTROL TO FIT CONDITIONS.
3. SECURITY GATES WILL BE PLACED AT LEAST 25 FEET FROM THE ROADWAY TO ALLOW AUTHORIZED VEHICLES TO STOP CLEAR OF TRAFFIC TO OPEN/ CLOSE LOCKED GATES. THE TRACK SIDE OF THE PARKING AREA IS TO BE CLOSED OFF WITH BOLLARDS, K-RAIL, OR OTHER BARRIERS.
4. INSTALLATION OF BOLLARDS OR GATE POSTS MAY BE ADJUSTED TO AVOID CONFLICT WITH SCRRRA SIGNAL OR OTHER UNDERGROUND UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES MUST BE CLEARLY ESTABLISHED PRIOR TO ANY EXCAVATION.
5. BOLLARDS WILL BE SPACED 48" TO 66" ON CENTER AND EACH RUN OR LOCATION WILL BE UNIFORM. BOLLARDS AND K-RAIL WILL NOT IMPEAD PEDESTRIAN OR SIDEWALK TRAFFIC.
6. SECURITY GATE AND POSTS WILL BE PAINTED PROTECT RUST PREVENT ENAMEL GLOSS SAFETY YELLOW, SKU NO. 01-0597101.
7. APPROPRIATE REGIONAL NOTIFICATION CENTER [UNDERGROUND SERVICE ALERT (DIGALERT) AT (800) 227-2600], RAILWAY COMPANIES, AND UTILITY COMPANIES WILL BE NOTIFIED PRIOR TO PERFORMING ANY EXCAVATION CLOSE TO ANY UNDERGROUND PIPELINE, CONDUIT, DUCT, WIRE, OR OTHER STRUCTURE. SCRRRA IS NOT A MEMBER OF DIGALERT, IT IS, THEREFORE, NECESSARY TO CALL SCRRRA SIGNAL DEPARTMENT AT (909) 392-8476 TO MARK SIGNAL AND COMMUNICATION CABLES AND CONDUITS.
8. INSTALLATION OF ELEMENTS MUST NOT BLOCK DRAINAGE FROM TRACK OR ALONG THE TRACK, THE "OVERHANGING" BOLLARD WILL BE USED TO SPAN DRAINAGE OR UNDERGROUND UTILITIES AND STILL MAINTAIN A GAP BETWEEN BOLLARDS OF NOT MORE THAN 66 INCHES. LOCAL GRADING OR OTHER WORK IS NEEDED TO DRAIN THE SECURED AREA, IT WILL BE CARRIED OUT AS PART OF THE INSTALLATION.
9. STOP BOLT WILL BE 1" IN DIAMETER BY 7" LONG. BOTH ENDS OF THE BOLT WILL BE WELDED TO HINGE POST THEN CUT AND GRIND THREADED END FLUSH TO HINGE POST SO AS NOT TO IMPEDE ROTATION OF LOWER HINGE RING.

REVISIONS					DRAWN BY: A. CARLOS		DATE: 07/18/05	
					APPROVED BY			
					 MANAGER: CIVIL ENGINEERING			
2	7/06/07	REVISED GATE LOCATION PLAN AND NOTES			AC	NDP		
1	7/11/06	REVISED LEGEND ITEMS 1,2 AND 7			AC	NDP		
REV.	DATE	DESCRIPTION			DES.	ENG.	 DIRECTOR OF ENGINEERING AND CONSTRUCTION	

THE SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY
OR ITS OFFICERS OR AGENTS
SHALL NOT BE RESPONSIBLE
FOR THE ACCURACY OR
COMPLETENESS OF THIS
PLAN SHEET

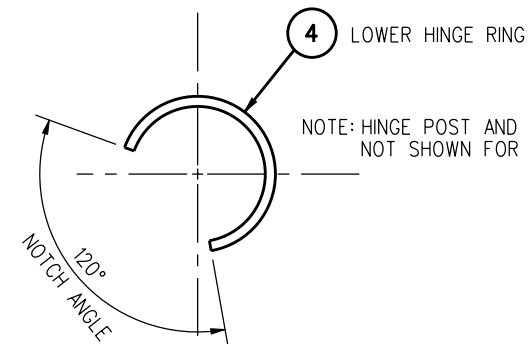


SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
700 SOUTH FLOWER STREET, 26TH FLOOR
LOS ANGELES, CALIFORNIA 90017

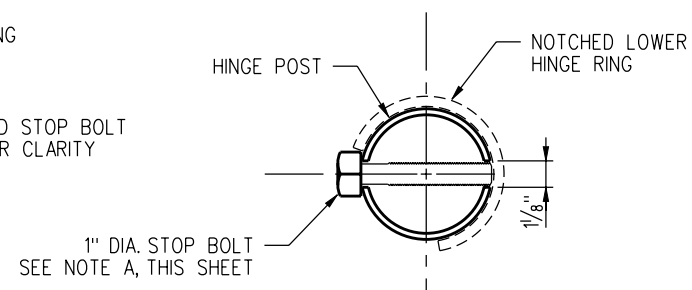
ENGINEERING STANDARDS		STANDARD
R.O.W. SECURITY ACCESS GATE DETAILS		5107
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NOTE:

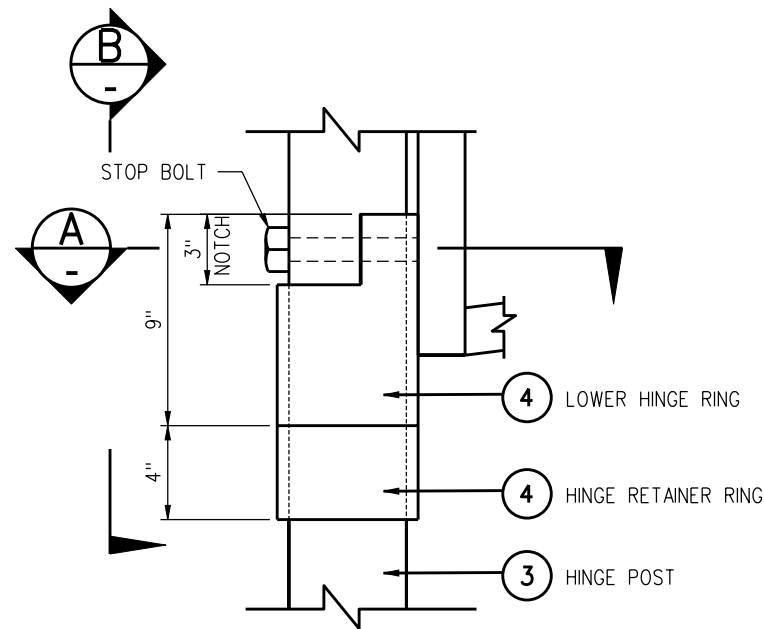
1. FOR NOTES AND LEGEND SEE ES5107-01.
2. TO BE DETERMINED IN FIELD BY SCRRA.



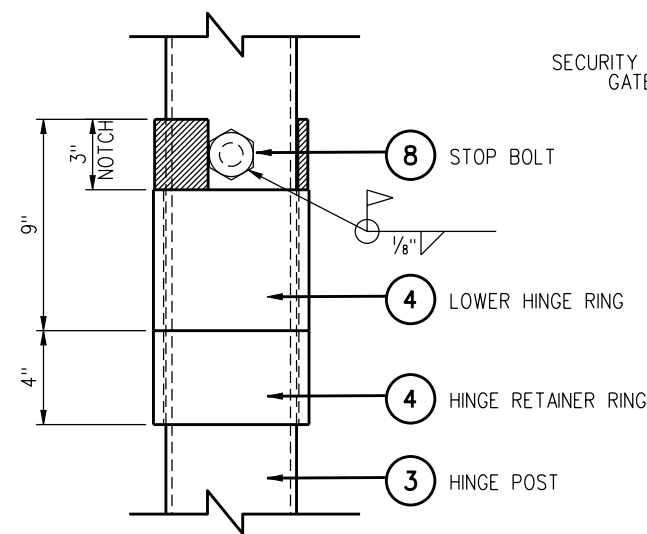
SECTION A
SCALE: 3" = 1'-0"



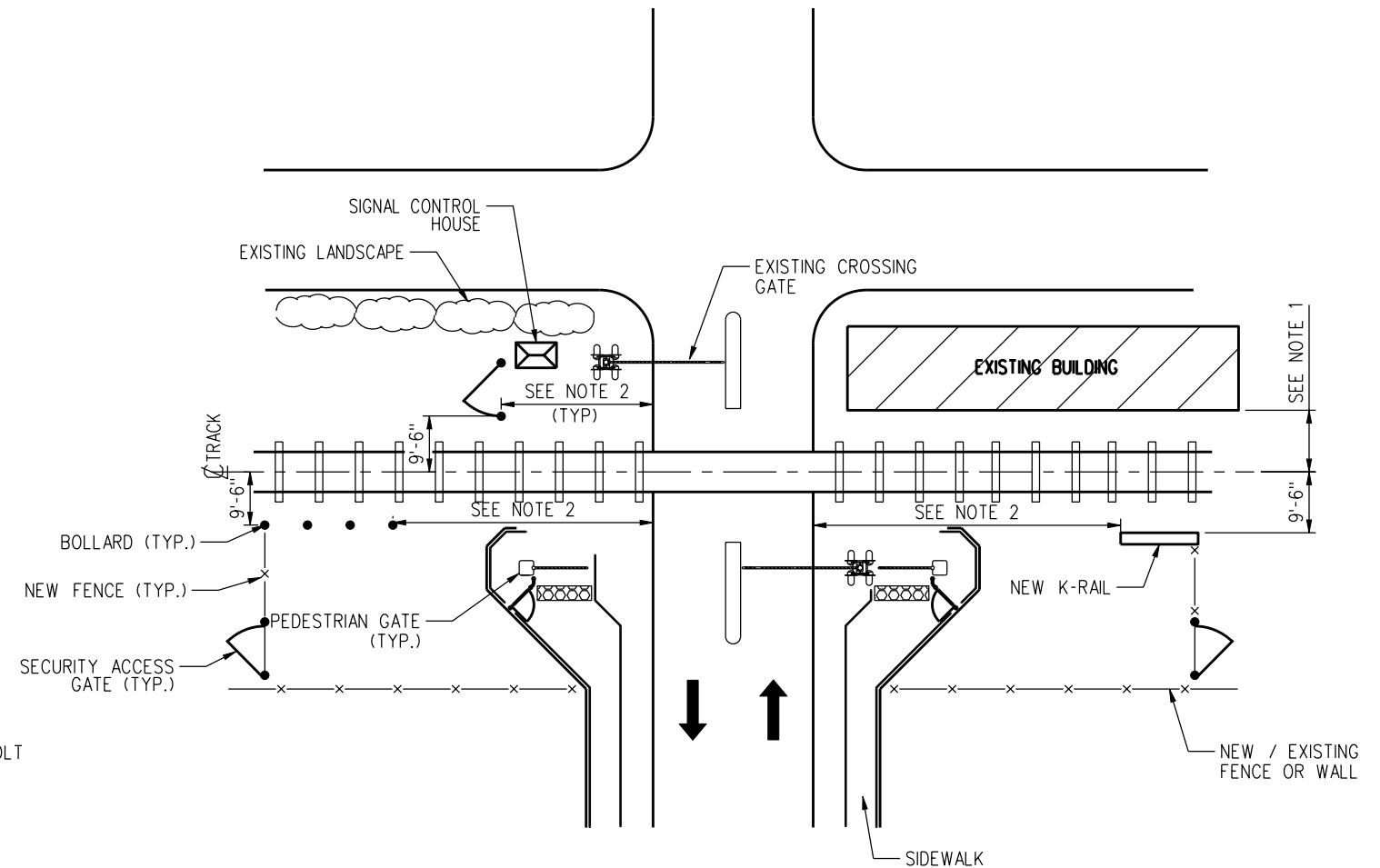
SECTION A
SCALE: 3" = 1'-0"



DETAIL 3
SCALE: 3" = 1'-0"



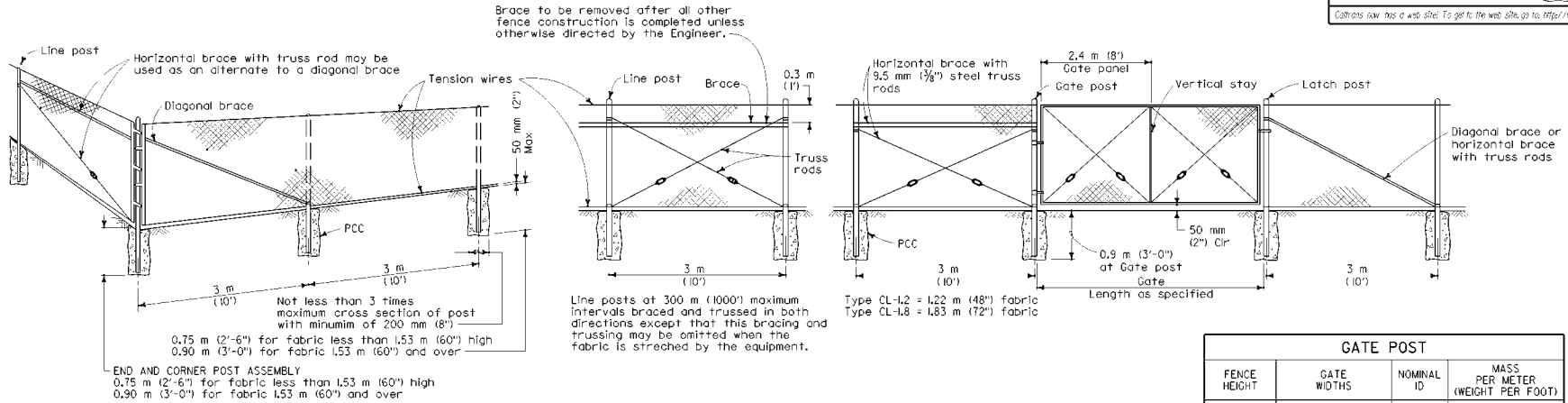
VIEW B
SCALE: 3" = 1'-0"



TYPICAL SECURITY GATE LAYOUT PLAN
SCALE: NONE

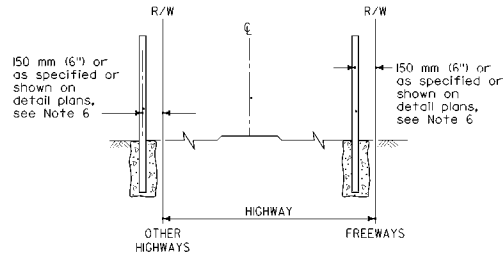
PRE-FINAL SUBMITTAL

REVISIONS				DRAWN BY: A. CARLOS		DATE: 07/18/05		APPROVED BY: <i>Nancy D. Pae</i>		MANAGER: CIVIL ENGINEERING		THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THIS PLAN SHEET		 METROLINK®		SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY 700 SOUTH FLOWER STREET, 26TH FLOOR LOS ANGELES, CALIFORNIA 90017		ENGINEERING STANDARDS		STANDARD 5107		
1	7/06/07	REVISED SECTION A, VIEW B & ADDED TYPICAL LAYOUT	AC	NDP	APPROVED BY: <i>Danell V. Maxey</i>		DIRECTOR OF ENGINEERING AND CONSTRUCTION												R.O.W. SECURITY ACCESS GATE DETAILS		AS NOTED	
REV.	DATE	DESCRIPTION	DES.	ENG.															1 2 OF 2		ES5107-02	



TYPICAL MEMBER DIMENSIONS (See Notes)

FENCE HEIGHT	LINE POSTS				END, LATCH & CORNER POSTS				BRACES			
	ROUND ID	H	ROLL FORMED	ROLL FORMED	ROUND ID	ROLL FORMED	ROLL FORMED	ROLL FORMED	ROUND ID	H	ROLL FORMED	ROLL FORMED
1.83 m (6') & less	40 mm (1 1/2")	48 mm x 41 mm (1 7/8" x 1 5/8")	48 mm x 41 mm (1 7/8" x 1 5/8")	50 mm (2")	89 mm x 89 mm (3 1/2" x 3 1/2")	51 mm x 44 mm (2" x 1 3/4")	32 mm (1 1/4")	38 mm x 33 mm (1 1/2" x 1 3/8")	41 mm x 32 mm (1 5/8" x 1 1/4")	44 mm x 32 mm (1 3/4" x 1 1/4")		
Over 1.83 m (6')	50 mm (2")	57 mm x 51 mm (2 1/4" x 2")	51 mm x 44 mm (2" x 1 3/4")	63 mm (2 1/2")	89 mm x 89 mm (3 1/2" x 3 1/2")	63 mm x 63 mm (2 1/2" x 2 1/2")	32 mm (1 1/4")	38 mm x 33 mm (1 1/2" x 1 3/8")	41 mm x 32 mm (1 5/8" x 1 1/4")	44 mm x 32 mm (1 3/4" x 1 1/4")		



FENCE LOCATION

NOTES

- The above table shows examples of post and brace sections which may comply with the Specifications.
- Sections shown in the tables must also comply with the strength requirements and other provisions of the Specifications.
- Other sections which comply with the strength requirements and other provisions of the Specifications may be used on approval of the Engineer.
- Options exercised shall be uniform on any one project.
- Dimensions shown are nominal.
- Offset to be 0.60 m (2'-0") at monument locations, measured at right angles to R/W lines. Taper to achieve offset to be at least 6 m (20') long.

GATE POST			
FENCE HEIGHT	GATE WIDTHS	NOMINAL ID	MASS PER METER (WEIGHT PER FOOT)
1.83 m (6') and less	Up thru 1.83 m (6')	65 mm (2 1/2")	7.37 kg (4.95 lbs)
	Over 1.83 m (6') thru 3.66 m (12')	100 mm (4")	16.06 kg (10.79 lbs)
	Over 3.66 m (12') thru 5.49 m (18')	125 mm (5")	21.76 kg (14.62 lbs)
	Over 5.49 m (18') thru 7.32 m (24') Max	150 mm (6")	28.23 kg (18.97 lbs)
Over 1.83 m (6')	Up thru 1.83 m (6')	80 mm (3")	11.28 kg (7.58 lbs)
	Over 1.83 m (6') thru 3.66 m (12')	125 mm (5")	21.76 kg (14.62 lbs)
	Over 3.66 m (12') thru 5.49 m (18')	150 mm (6")	28.23 kg (18.97 lbs)
	Over 5.49 m (18') thru 7.32 m (24') Max	200 mm (8")	42.49 kg (28.55 lbs)

Above post dimensions and masses are minimums. Larger sizes may be used on approval from the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CHAIN LINK FENCE

These "Standard Plans for Construction of Local Streets and Roads" contain units in two systems of measurement: International System of Units (SI) or "metric" and United States Standard Measures shown in the parentheses (). The measurements expressed in the two systems are not necessarily equal or interchangeable. See the "foreword" at the beginning of this publication.

NO SCALE

A85

DIST.	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER Glenn DeSou July 1, 2002 PLANS APPROVAL DATE The State of California or its officers or agents shall not be responsible for the accuracy or completeness or electronic copies of this plan sheet. California now has a web site! To get to the web site, go to: http://www.dct.ca.gov					

**BID BOOKLET INVITATION FOR BID (IFB)
BOOK 2 OF**

**INSTALLATION OF FENCING ALONG OCTA
RAIL RIGHT-OF-WAY IN THE CITY OF
TUSTIN**



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

Job Site:

Orange County Transportation Authority's Rail Right-of-Way, adjacent to Edinger Avenue in the City of Tustin, North of the Santa Ana Metrolink Station.

Key IFB Dates

Issue Date:	September 7, 2010
Pre-Bid Conference/Site Visit:	September 16, 2010
Questions/Approved Equal Submittal:	September 22, 2010
Bids Submittal Date:	October 4, 2010



BOARD OF DIRECTORS

Jerry Amante
Chairman

Patricia Bates
Vice Chairman

Art Brown
Director

Peter Buffa
Director

Bill Campbell
Director

Carolyn V. Cavecche
Director

William J. Dalton
Director

Richard Dixon
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Director

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John Moorlach
Director

Shawn Nelson
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) 0-1563**, 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</u> <u>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," 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 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," 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 **0-1563**, 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. _____

Email _____

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," 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 _____ as specifically set forth in documents entitled "**Invitation For Bids 0-1563**," 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, "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," 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, 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

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 & Address Under Which Subcontractor is Licensed	License Number	Specific Description of Work to be Rendered	Type*	Dollar Amount
				\$
				\$
				\$
				\$
				\$
				\$
TOTAL VALUE OF SUBCONTRACTED WORK				\$

*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.

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, Chairman

Patricia Bates, Vice Chairman

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

Shawn Nelson, Director

Janet Nguyen, 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 has 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, Chairman

Patricia Bates, Vice Chairman

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

Shawn Nelson, Director

Janet Nguyen, Director

Curt Pringle, Director

Miguel Pulido, Director

Gregory T. Winterbottom, Director

Status of Past and Present Contracts

On the form provided below, Bidder shall list the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action. A separate form must be completed for each contract. Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value.

If the contract was terminated, list the reason for termination. Bidder must also identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts. Each form must be signed by an officer of the Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact name:	Phone:
Project award date:	Original Contract Value:
Term of Contract:	
1) Status of contract:	
2) Identify claims/litigation or settlements associated with the contract:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name _____
 Title _____

_____ Date