



BOARD OF DIRECTORS
JULY 11, 2018
SUPPLEMENTAL INFORMATION

ITEM #E10 JANITORIAL SERVICES
ITEM #F3 BUS STOP IMPROVEMENT PROJECT



CONTRACT AGREEMENT

between

CONTRACTOR
Commercial Cleaning Systems
3001 Red Hill Avenue #6-200
Costa Mesa, CA 92626

(hereinafter "CONTRACTOR")
Telephone: (949) 261-1234
Email:
dholladay@commercialcleaningsystems.com

And

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(hereinafter "OMNITRANS")

CONTRACT DOCUMENTS

CONTRACT NO. MNT18-74

JANITORIAL SERVICES

Contract Amount: \$861,056

Omnitrans Project Manager:

Name: Mark Montgomery

Title: Facilities Manager

Telephone: (909) 379-7175

Email: mark.montgomery@omnitrans.org

Contract Administrator:

Name: Krystal N. Turner

Title: Contract Administrator

Telephone: (909) 379-7202

Email: krystal.turner@omnitrans.org



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ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B - REGULATORY REQUIREMENTS

ATTACHMENT C - PRICING

This Agreement is made and entered into as of this 1st day of June, 2018 and between Omnitrans (hereinafter referred to as "OMNITRANS") and Commercial Cleaning Systems, Inc. (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through May 31, 2021, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extended from June 1, 2021 through May 31, 2023, which period encompasses the Initial Term and the Option Year One and Option Year Two.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
 - 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates shown in Attachment C, and subject to the maximum cumulative payment obligation.

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed Eight Hundred Sixty One Thousand and Fifty Six Dollars (\$861,056), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable
Accountspayable@omnitrans.org
Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

- a. Title shall pass to Omnitrans at the time of payment.
- b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.
- c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.
- d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.
- e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Krystal N. Turner
Title: Contract Administrator
Krystal.turner@omnitrans.org

To CONTRACTOR:

Commercial Cleaning Systems
3001 Red Hill Avenue #6-200
Costa Mesa, CA 92626
Attn: Dana Holladay
Senior Vice President
Dholladay@commercialcleaningsystemsnet

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Mark Montgomery, Facilities Manager

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Cameron Hall	Vice President
Sebastian Pedreira	Account Manager
Enrique Guerra	Senior Night Manager
Francisco Martinez	Night Manager
Salvador Martinez	Day Service Manager

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

- a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or
- b. Permit any subcontract to be assigned or transferred; or
- c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address

Work to Be Performed

N/A

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy

shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

5) Verification of Coverage

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are

to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written or electronic notice, and are required to be maintained in force until completion of the contract.

B. MINIMUM INSURANCE COVERAGE

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,

- 6) ☐ **Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered "work for hire" as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS' Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional

quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

- A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be

affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

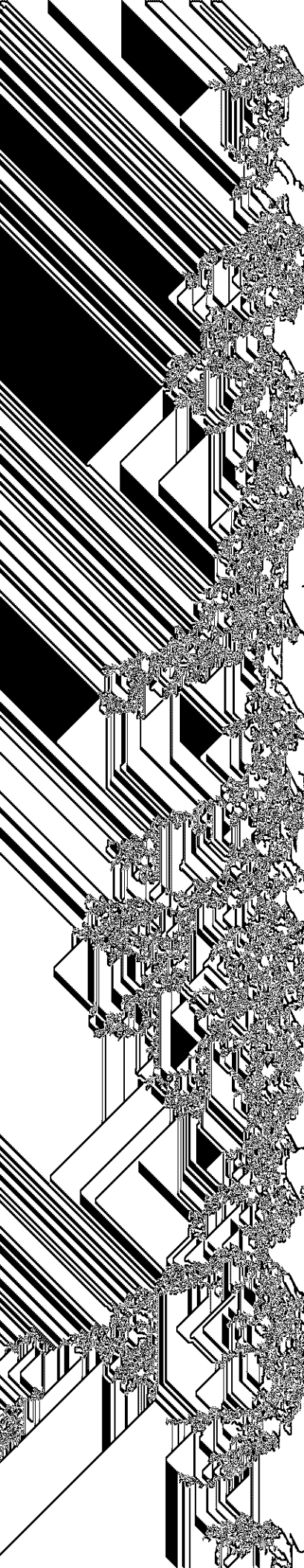
- B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.



In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stakeholder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

INVALIDITY

Failure of either party to enforce any provision of this Agreement or of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of any provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

Invalidity in whole or in part of any provision of this Agreement shall not void the validity of any other provision.

FORCE MAJEURE

The performance of each and all CONTRACTOR's and OMNITRANS' covenants shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and treated as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written consent of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as confidential and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

OMNITRANS shall review and approve in writing all OMNITRANS related information proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow any OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any

way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, 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, FIRM 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 OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

- B. 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.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of RFP-MNT18-74 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's proposal dated March 15, 2018, Best and Final Offer dated April 10, 2018 and its Appendices, Exhibits, Attachments.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

COMMERCIAL CLEANING SYSTEMS,
INC.

P. Scott Graham
CEO/General Manager

Name:
Title:

Date

Date

Federal Tax I.D. No. 46-4215198

ATTACHMENT A – SCOPE OF WORK
MNT18-74
JANITORIAL SERVICES

1. GENERAL REQUIREMENTS

A. Contractor shall furnish all necessary labor, supervision, material, equipment, and supplies to satisfactorily perform janitorial services at the following Omnitrans facilities:

- East Valley: 1700 West 5th Street, San Bernardino, CA 92411
- San Bernardino Transit Center (SBTC):
 - Bus Side: 599 West Rialto Ave, San Bernardino, CA 92410
 - Metrolink Side: 174 E-Street, San Bernardino, CA 912410
- West Valley: 4748 Arrow Highway, Montclair, CA 91763
- Montclair Transportation Center: 5091 Richton Street, Montclair, CA 91763

B. As the primary public transportation provider for San Bernardino County, California, Omnitrans takes pride in providing an exceptionally clean and safe environment at all times for its patrons and employees, and expects Contractor to demonstrate this same pride in their work performed.

C. Contractor shall maintain the premises of all facilities at an optimum level of cleanliness at all times. These specifications, therefore, shall be a guide for, rather than a limitation to, the services required to effectively maintain the facilities.

D. Omnitrans' East Valley Administration, Operations, and Maintenance Buildings. Contractor shall provide all equipment, labor, and materials to perform monthly & quarterly specific janitorial services as prescribed herein. The East Valley Facility has approximately 440 employees.

1. The following is a breakdown in square feet of the size of the facility, and approximate square feet of the floor surfaces.

a. Administration Building	23,769 Total Building Square Feet
i. Carpeted Areas	15,125 square feet
ii. Ceramic Tile Areas	990 square feet
iii. Ceramic Tile Walls	1,798 square feet
b. Maintenance & Operations Building	111,364 Total Building Square Feet
i. Carpeted Areas	15,380 square feet
ii. Ceramic Tile Areas	2,287 square feet
iii. Ceramic Tile Walls	2,803 square feet

ATTACHMENT A – SCOPE OF WORK
MNT18-74
JANITORIAL SERVICES

iv. VCT 7,482 square feet

E. Omnitrans' West Valley Operations Building, Maintenance Building, and Montclair Transportation Center Contractor shall provide all equipment, labor, and materials to perform full janitorial services as prescribed herein. The West Valley Facility has approximately 205 employees. The Montclair Transportation Center has a single uni-sex restroom shared by drivers only from multiple transportation agencies.

1. The following is a breakdown in square feet of the size of the facility, and approximate square feet of the floor surfaces.

- a. Operations Building 7,835 square feet
 - i. Carpeted Areas 3,500 square feet
 - ii. Tile Areas 4,335 square feet
- b. Maintenance Building 20,475 square feet
 - i, Carpeted Areas 225 square feet
 - ii, Tile Areas 1,000 square feet
- c. Transportation Center 150 square feet

F. Omnitrans' San Bernardino Transportation Center (Bus & Metrolink side). Contractor shall provide all equipment, labor, and materials to perform full janitorial services as prescribed herein. The Transportation Center Facility has approximately 25 employees and is open to the public. The Metrolink side has approximately 20 employees and is not open to the public.

1. The following is a breakdown in square feet of the size of the facility, and approximate square feet of the floor surfaces.

- a. Transportation Center (Bus Side) 6718 square feet
 - i. Carpeted Areas 957 square feet
 - ii. Tile Areas 1,259 square feet
 - iii. Polished Concrete 2,688 square feet
 - iv. Rubber Floor Surfaces 895 square feet
- e. Transportation Center (Metrolink Side) 4200 square feet

ATTACHMENT A – SCOPE OF WORK
MNT18-74
JANITORIAL SERVICES

i. Tile Areas	300 square feet
ii. Sealed Concrete	3900 square feet

2. CONTRACT COORDINATION

- A. Contractor shall identify a Quality Control Manager who will visit each facility three times weekly.
- B. The Janitorial Discrepancy Sheet should be reviewed daily by the on-site janitorial supervisor and addressed as soon as possible.
- C. Contractor will distribute to the Facility Manager or Facility Supervisor a master cleaning schedule (two weeks prior to monthly, quarterly, semi-annual, and annual) to include, but not be limited to: floor waxing, carpet shampooing, steam cleaning, and daily operations, both on base and transportation centers.
- D. Due to the disruptive nature of the activity, all floor waxing and carpet cleaning, other than vacuuming, shall occur after the end of the business day. This is normally 6:00 p.m., but may vary due to changes in activities and shifts. Contractor shall supply a schedule of these activities to the Facility Manager or Facility Supervisor at least two weeks before they begin.
- E. Contractor shall provide service at the San Bernardino Transit Center (Bus & Metrolink sides), Montclair Transportation Center, and West Valley locations every day except on the six days that Omnitrans is closed for recognized holidays (New Year day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas Day). Contractor will ensure that their personnel are present for two (2) four (4) hour periods (the morning period will be from 6:00 a.m. to 10 a.m., and the afternoon period from 2:00 p.m. to 6:00 p.m.) for the West Valley location, and for a thirteen-and-a-half-hour period between the hours of 8:00 a.m. and 9:30 p.m. for the San Bernardino Transportation Center (Bus side). Hours needed for the Metrolink side are over and above the 13.5 hours allocated for the Bus side.
- F. Contractor shall provide service to the Montclair Trans Center restroom every day except the six Omnitrans recognized holidays. Twice Daily Service (Once during normal business hours and once after normal business hours)
- G. Contractor, or responsible representative authorized to make decisions, will meet with Omnitrans' Facility Manager or Facility Supervisor on a day and time mutually agreed upon to review quarterly Janitorial Service Inspection Reports (refer to Article 5) for the East Valley facility and the weekly Janitorial Service

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JANITORIAL SERVICES

Inspection Reports for West Valley facility, Montclair Transportation Center, San Bernardino Transportation Center, and any other matters pertaining to contract performance.

- H. Contractor shall provide weekly field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours.

3. STANDARDS OF PERFORMANCE

- A. Contractor shall furnish a qualified labor force sufficient to satisfactorily complete all specific requirements in the prescribed period.
- B. Contractor is required to have at least one employee at the location specified in this scope of work, while work is in progress, which speaks and understands the English language. When there is more than one Contractor's employee on location, one must be designated as the Contractor's on-site representative, and the Contractor's representative, must speak and understand the English language.
- C. Both parties understand and agree that only the highest standards of cleanliness are acceptable as found in ISSA and APPA Industry Standards. The level of cleanliness shall be "exceeds standard" and the general impression is one of ordinary tidiness. The General and Specific Requirements are not all inclusive. All items not included but found necessary to properly clean the Agency's facilities, shall be done. The Facility Manager or Facility Supervisor shall assess the performance of the Contractor.
- D. If the Contractor's performance is unsatisfactory, the Agency will verbally advise the Contractor and allow 24 hours to correct deficiencies. If the Contractor does not correct deficiencies within the 24-hour time limit, the Agency will give the Contractor a written notice with a deadline date.
 - 1. Failure to comply by the deadline date will result in service credits as stated below:
 - a. First Occurrence - 5% of monthly invoice
 - b. Second Occurrence - 10% of monthly invoice
 - c. Third Occurrence - 15% of monthly invoice and basis for contract review and corrective action.

ATTACHMENT A – SCOPE OF WORK
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2. If the Contractor has not received a service credit within a continuous six-month period, then one occurrence will be dropped. Agency shall not reimburse the Contractor for any penalized work.
 - E. If certain Omnitrans areas are inaccessible to Contractor as a result of Omnitrans' operations, and prior notification and alternative scheduling were not initiated by Omnitrans' Project Manager, Contractor shall notify Omnitrans' Facility Manager or Facility Supervisor and prepare an alternative schedule for services. Omnitrans will not deduct for work performed when Omnitrans' operations prevent satisfactory performance of service(s), provided Contractor notifies Omnitrans' Facility Manager or Facility Supervisor within a reasonable time period (24 hours or less) that the area was inaccessible during the scheduled cleaning time.
 - F. Contractor's employees shall wear a work uniform that is common, distinguishable, professional, and clean, without tatter and is suitable for seasonal change when performing services on Omnitrans' property. Uniforms are to be provided by Contractor.
 - G. Contractor's employees shall be in good health and able to perform the specified duties.
 - H. Contractor will not use convict labor.
 - I. Contractor agrees to immediately remove from all Omnitrans facilities premises any Contractor's employee whose conduct or workmanship is unsatisfactory, as determined solely by the Facility Manager or Facility Supervisor.
4. EQUIPMENT AND SUPPLIES
- A. Equipment
 1. Contractor shall furnish, at its expense, all equipment necessary to properly perform specified work. This should include, but not limited to, buffing machines, industrial type vacuum cleaners, carpet extractors, floor scrubbers, lifts, ladders, etc. Equipment shall be maintained in good and safe working condition and, when not in use, shall be properly secured in areas provided by the Agency. Large equipment such as steam cleaners shall be removed from Agency's property when not in use, unless otherwise approved by the Agency. Contractor shall provide a floor scrubber machine for servicing the West Valley maintenance garage floor and store it on-site in a designated area.

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2. The Agency has dumpsters on-site for trash disposal.

B. Supplies

1. Contractor shall furnish, at its expense, all cleaning supplies necessary to properly perform specified work and maintain established cleaning and sanitary standards. All cleaning products are to be “green products” and deemed to be environmentally friendly. Technical cut sheets and Safety Data Sheets (SDS) are required for all cleaning supplies used by the Contractor before services can begin. Any time there is a change in supplies; a new technical cut sheet and SDS must be submitted and approved in advance of the planned change. Omnitrans retains the right to require the Contractor to change any item when it has been determined by the Facility Manager or Facility Supervisor that item does not meet acceptable performance, necessary safety standards and applicable air quality rules such as the South Coast Air Quality Management District’s (SCAQMD) requirements for volatile organic compounds.
 - a. West Valley and Montclair Transportation Center. Contractor shall provide all paper towels, toilet paper, toilet seat covers, hand soap, hand sanitizer, wall mounted air fresheners, and feminine hygiene products. Contractor shall provide new dispensers for paper towels, hand soap, and hand sanitizer products as needed (the dispensers shall be of the “hands free” type). Contractor shall collect all monies from the sale of feminine hygiene and retain them for their use. Contractor shall not install additional dispensers without the knowledge and approval of the Project Manager. .
 - b. San Bernardino Transportation Center (*Bus & Metrolink sides). Contractor shall provide all paper towels, toilet paper, toilet seat covers, door handle tissue, hand soap, hand sanitizer, wall mounted air fresheners, and feminine hygiene products. Contractor shall provide new dispensers for paper towels, hand soap, and hand sanitizer products as needed (the dispensers shall be of the “hands free” type). Contractor shall collect all monies from the sale of feminine hygiene and retain them for their use. Contractor shall not install additional dispensers without the knowledge and approval of the Project Manager.

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* On the bus side public restrooms, stainless steel vandal proof toilet paper, toilet seat covers, and hand soap dispensers have been installed and must be retained (contractor to use appropriate products for these dispensers).

2. No cleaning chemicals shall be used that will cause damage to finishes of painted surfaces, tile, or plumbing fixtures.
3. Contractor is responsible for purchasing and supplying sanitary napkins to be placed in Agency's furnished dispensers in all women's restrooms. Contractor shall retain all funds collected from the sale of the sanitary napkins.
4. Storage
 - a. East Valley facility – No storage areas are available for use.
 - b. West Valley facility – Three (3) custodial closets available for use.
 - c. San Bernardino Transit Center (SBTC): Bus Side – Two (2) custodial closets and one (1) storage room available for use.
 - d. SBTC: Metrolink side – One (1) custodial closet available for use.
5. No provisions are made for the storage of equipment or supplies at the Montclair Trans Center. Contractor will be required to bring all equipment and supplies on a daily basis to service the restroom. When completed with the service, all equipment and extra supplies shall be removed.

5 JANITORIAL SERVICE INSPECTION REPORT

The Agency shall use this report to verify which services were, or were not, provided and/or satisfactorily performed as called for herein. A copy of the report shall be provided to the Contractor. Should any noted deficiencies not be immediately corrected, the Agency shall institute the service credits as outlined in Article 3. For the purpose of clarity and this agreement, the term "immediately corrected" as noted above, is determined to be within 24 hours or less.

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6. SECURITY

- A. The Agency will furnish keys and/or access cards for facilities as are deemed necessary. Contractor or Contractor's employees may not duplicate any keys or access cards. Contractor shall be held accountable and responsible for all keys and access cards issued. Replacement cost of lost keys and access cards will be the Contractor's responsibility. Additionally, the Contractor may be held responsible for the cost of re-keying locks that were operable by the key(s) that were lost or misplaced.
- B. Contractor's employees shall not disturb documents, or any other item on desks, tables, file cabinets, etc., or use telephones, radios, television sets, or tamper with personal or Agency's property.
- C. Contractor is responsible for immediately reporting anything out of the ordinary to the Facilities Manager or Facilities Supervisor.
- D. Contractor's employees will wear in a conspicuous, external fashion and at all times while on Agency premises, an identification badge which includes employee name, employee's picture and Contractor's company name. Identification badges are to be provided by Contractor.

7. SAFETY AND ACCIDENT PREVENTION

- A. In performing any work under this agreement on premises, which are under the direct control of the Agency, the Contractor shall: (1) conform to all safety rules and requirements prescribed by the Agency's Contractor/Vendor Safety Contract Specifications; and (2) take such additional precautions as the Agency may reasonably require for safety and accident prevention purposes. Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Agency's personnel performing or in any way coming in contact with the performance of the agreement on such premises. Any violation of such rules and requirements, unless promptly corrected, as directed by the Facility Manager or Facility Supervisor, shall be grounds for termination of this agreement in accordance with the default provisions hereof.
- B. Contractor's employees assigned to perform work at any of the Omnitrans vehicle maintenance and service facilities are required to wear steel toe, non-skid footwear. Athletic type footwear is NOT considered acceptable.
- C. Contractor's employees may not use any object other than a commercially manufactured doorstep to prop open doors while working on Agency's premises.

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Contractor will be held responsible for repayment of damage to floor and/or door if unapproved doorstep is used.

8. DESCRIPTION OF WORK & LOCATIONS

A. EAST VALLEY ADMINISTRATION, OPERATIONS, AND MAINTENANCE BUILDINGS

1. RESTROOMS

- a. Monthly Service
 - i. Scrub tile floor surfaces using approved cleaning products.
- b. Quarterly Service
 - i. Clean walls, partitions, doors and door hardware with approved cleaner.

2. OFFICE SPACES

- a. Quarterly Service
 - i. Clean window blinds.
 - ii. Vacuum clean upholstered furniture.
- b. Annual Service (June)
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.

3. HALLWAYS/STAIRWAYS/LOBBY AREAS/ELEVATORS

- a. Monthly Service
 - i. Clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
- b. Quarterly Service
 - ii. Strip, clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.

4. CONFERENCE AND TRAINING SPACES AND GUARD OFFICE

- a. Quarterly Service

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- i. Clean window blinds.
 - ii. Vacuum upholstered furniture.
- b. Annual Service (June)
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.

5. WINDOW CLEANING

- a Quarterly (January, April, July and October)
 - i. Clean building interior and exterior windows on each building located on campus.

6. CARPET CLEANING

- a. Quarterly
 - i. Contractor shall clean all carpet in the manner specified (soil extraction, rotary spin bonnet or other method developed by the industry) consistent with carpet manufacturer recommendations.
 - ii. Any residue from carpet cleaning that gets on walls and baseboards will be completely cleaned by Contractor.
 - iii. All carpet cleaning shall be done after normal working hours and be scheduled by Omnitrans Facility Manager or his designee.

B. SAN BERNARDINO TRANSPORTATION CENTER (Bus & Metrolink sides).

1. RESTROOMS

- a. Daily Service (Bus Side – 7 days per week, Metrolink Side – 5 days per week)
 - i. Clean and sanitize toilet, urinal, sink fixtures and hardware with approved cleaner.
 - ii. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
 - iii. Sweep and wet mop floor with approved cleaning agent.

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- iv. Replenish toilet paper, toilet seat covers, paper hand towels, waterless hand cleaner, urinal screen deodorant, liquid hand soap, and sanitary napkins as necessary.
- v. Empty and clean trash containers and replace plastic liners as necessary.
- b. Weekly Service
 - i. Clean dirt and lint from ceiling and wall vents as required.
 - ii. Clean walls, partitions, doors and door hardware with approved cleaner.
 - iii. Clean the outside of storage lockers.
- c. Monthly Service
 - i. Replace wall mounted deodorant spray cans as required.
 - ii. Clean all ceramic tile surfaces with approved cleaner.
 - iii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers as required.

2. OFFICE SPACES

- a. Daily Service
 - i. Vacuum and spot clean carpet (move furniture as necessary).
 - ii. Sweep and damp mop vinyl floors.
 - iii. Sweep and wet mop concrete floor with approved cleaning agent.
 - iv. Clean walls, doors and door hardware to remove accumulated dust, handprints, kick marks, etc.
 - v. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
 - vi. Wipe clean wooden, vinyl covered, and metal chair armrests.

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- vii. Empty and clean trash containers and replace plastic liners as necessary.
 - b. Weekly Service
 - i. Clean both sides of glass windows in partitioned offices including windowsills and frames.
 - ii. Clean dirt and lint from ceiling, wall vents and light fixtures as required.
 - c. Monthly Service
 - i. Polish desktops and wooden furniture.
 - ii. Vacuum clean upholstered furniture.
 - iii. Dust picture frames (wall mounted) and clean glass covers.
 - d. Quarterly Service
 - i. Clean all carpets with an accepted and approved cleaning system.
 - iii. Clean window blinds.
 - e. Annual Service
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.
- 3. EMPLOYEE LUNCHROOM/LOUNGE/RECREATION
 - a. Daily Service
 - i. Sweep and wet mop vinyl floor with approved cleaning agent.
 - ii. Clean and sanitize sinks, sink counters and sink hardware with approved cleaning agent.
 - iii. Clean food preparation/heating appliances.
 - iv. Wipe clean exterior of vending machines, refrigerators, freezers and cabinets.

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- v. Clean tabletops and seats (includes furniture located on adjacent exterior patios).
- vi. Clean walls, doors and door hardware.
- vii. Wipe clean all furniture not specifically identified in numbers v. and vi.
- viii. Empty and clean trash containers and replace plastic liners as necessary.
- ix. Clean and sanitize public telephones.
- x. Sweep and remove trash/debris from outside lunchroom patio.
- xi. Spot clean interior and exterior of glass windows and doors.
- b. Weekly Service
 - i. Clean exterior of windows.
 - ii. Clean and sanitize interior of refrigerators.
 - iii. Clean and sanitize microwaves.
- c. Monthly Service
 - i. Clean legs of all tables and chairs.
 - ii. Clean dirt and lint from ceiling and wall vents as required.
 - iii. Clean ceiling lighting fixtures, wall-mounted lighting fixtures and covers as required.

4. HALLWAYS/LOBBY AREAS

- a. Daily Service
 - i. Sweep and wet mop vinyl, tile and concrete surface with approved cleaning agent.
 - ii. Wipe clean handrail.
 - iii. Clean wall surface to remove accumulated dust, handprints, kick marks, etc.
 - iv. Clean and sanitize public telephones.

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- v. Empty and clean trash containers and replace plastic liners as necessary.
 - vi. Spot clean interior and exterior glass on all first floor entrance/exit doors.
 - vii. Clean and sanitize drinking fountains.
 - b. Monthly Service
 - ii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers.
 - iii. Clean ceiling and wall vents.
- 5. BUILDING INTERIOR / EXTERIOR (GENERAL)
 - a. Daily Service
 - i. Remove and dispose of all trash on walkways, roadway gutters bus and train platforms and in landscaped areas.
 - ii. Clean accumulated dust, dirt, etc., from walls and doors.
 - iii. Empty all exterior trash cans and cigarette urns.
 - b. Outside Trash Enclosures
 - i. Daily clean up trash from ground in and around dumpsters.
- 6. WINDOW CLEANING
 - a. Quarterly (January, April, July and October)
 - i. Clean building interior and exterior windows on each building located on campus.
- C. WEST VALLEY OPERATIONS BUILDING, MAINTENANCE BUILDING & TRANSPORTATION CENTER
 - 1. RESTROOMS
 - a. Daily Service
 - i. Clean and sanitize toilet, urinal, sink fixtures and hardware with approved cleaner.

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JANITORIAL SERVICES

- ii. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
 - iii. Sweep and wet mop floor with approved cleaning agent.
 - iv. Replenish toilet paper, toilet seat covers, paper hand towels, waterless hand cleaner, urinal screen deodorant, liquid hand soap, and sanitary napkins as necessary.
 - v. Empty and clean trash containers and replace plastic liners as necessary.
- b. Weekly Service
 - i. Clean dirt and lint from ceiling and wall vents as required.
 - ii. Clean walls, partitions, doors and door hardware with approved cleaner.
 - iii. Clean the outside of storage lockers.
- c. Monthly Service
 - i. Replace wall mounted deodorant spray cans as required.
 - ii. Clean all ceramic tile surfaces with approved cleaner.
 - iii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers as required.

2. OFFICE SPACES

- a. Daily Service
 - i. Vacuum and spot clean carpet (move furniture as necessary).
 - ii. Sweep and damp mop vinyl floors.
 - iii. Sweep and wet mop concrete floor with approved cleaning agent.
 - iv. Clean walls, doors and door hardware to remove accumulated dust, handprints, kick marks, etc.

ATTACHMENT A – SCOPE OF WORK

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JANITORIAL SERVICES

- v. Wipe seat and backrest of vinyl/plastic furniture with approved cleaner.
 - vi. Wipe clean wooden, vinyl covered, and metal chair armrests.
 - vii. Empty and clean trash containers and replace plastic liners as necessary.
 - b. Weekly Service
 - i. Clean both sides of glass windows in partitioned offices including windowsills and frames.
 - ii. Clean dirt and lint from ceiling, wall vents and light fixtures as required.
 - c. Monthly Service
 - i. Polish desktops and wooden furniture.
 - ii. Vacuum clean upholstered furniture.
 - iii. Dust picture frames (wall mounted) and clean glass covers.
 - iv. Clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
 - d. Quarterly Service
 - i. Clean all carpets with an accepted and approved cleaning system.
 - ii. Strip, clean, wax and power buff vinyl and tile floor surfaces using approved cleaning products.
 - iii. Clean window blinds.
 - e. Annual Service
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.
- 3. EMPLOYEE LUNCHROOM/LOUNGE/RECREATION
 - a. Daily Service

ATTACHMENT A – SCOPE OF WORK

MNT18-74

JANITORIAL SERVICES

- i. Vacuum and spot clean carpet with capture dry clean system.
- ii. Sweep and wet mop vinyl floor with approved cleaning agent.
- iii. Clean and sanitize sinks, sink counters and sink hardware with approved cleaning agent.
- iv. Clean food preparation/heating appliances.
- v. Wipe clean exterior of vending machines, refrigerators, freezers and cabinets.
- vi. Clean tabletops and seats (includes furniture located on adjacent exterior patios).
- vii. Clean walls, doors and door hardware.
- viii. Wipe clean all furniture not specifically identified in numbers v. and vi.
- ix. Empty and clean ash trays.
- x. Empty and clean trash containers and replace plastic liners as necessary.
- xi. Clean and sanitize public telephones.
- xii. Sweep and remove trash/debris from outside lunchroom patio.
- xiii. Spot clean interior and exterior of glass windows and doors.
- b. Weekly Service
 - i. Clean exterior of windows.
 - ii. Clean and sanitize interior of refrigerators.
 - iii. Clean and sanitize microwaves.
- c. Monthly Service

ATTACHMENT A – SCOPE OF WORK

MNT18-74

JANITORIAL SERVICES

- i. Clean, wax and power buff vinyl and tile floors with approved cleaning products.
- ii. Vacuum upholstered furniture.
- iii. Clean legs of all tables and chairs.
- iv. Clean dirt and lint from ceiling and wall vents as required.
- iv. Clean ceiling lighting fixtures, wall-mounted lighting fixtures and covers as required.
- d. Quarterly Service
 - i. Strip, clean, wax and power buff vinyl and tile floors with approved cleaning products.

4. HALLWAYS/LOBBY AREAS

- a. Daily Service
 - i. Vacuum and spot clean carpet with capture dry clean system.
 - ii. Sweep and wet mop vinyl, tile and concrete surface with approved cleaning agent.
 - iii. Wipe clean handrail.
 - iv. Clean wall surface to remove accumulated dust, handprints, kick marks, etc.
 - v. Clean and sanitize public telephones.
 - vi. Empty and clean trash containers and replace plastic liners as necessary.
 - vii. Spot clean interior and exterior glass on all first floor entrance/exit doors.
 - viii. Clean and sanitize drinking fountains.
- b. Monthly Service
 - i. Clean, wax and power buff vinyl and tile floor surfaces.

ATTACHMENT A – SCOPE OF WORK

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JANITORIAL SERVICES

- ii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers.
- iii. Clean ceiling and wall vents.
- c. Quarterly Service
 - i. Strip, clean, wax and power buff vinyl and tile floors with approved cleaning products.

5. CONFERENCE AND TRAINING SPACES

- a. Daily Service
 - i. Vacuum and spot clean carpet with capture dry clean system.
 - ii. Sweep and wet mop vinyl and concrete surface with approved cleaning agent.
 - iii. Clean walls, doors and door hardware to remove accumulated dust, handprints, kick marks, etc.
 - iv. Clean table, desk and workbench tops.
 - v. Clean vinyl and plastic chair seats and backrests.
 - vi. Clean wall and pedestal mounted writing boards.
 - vii. Empty and clean trash containers and replace plastic liner as necessary.
- b. Monthly Service
 - i. Polish conference room tabletop
 - ii. Clean table and chair leg assemblies.
 - iii. Clean, wax and power buff vinyl and tile floor surfaces.
 - iv. Vacuum upholstered furniture.
 - v. Clean ceiling lighting fixtures, wall-mounted lighting fixtures and covers as required.
 - vi. Clean dirt and dust from ceiling and wall vents as required.

ATTACHMENT A – SCOPE OF WORK
MNT18-74
JANITORIAL SERVICES

- c. Quarterly Service
 - i. Strip, clean, wax and power buff vinyl and tile floors with approved cleaning products.
 - ii. Clean window blinds.
 - d. Annual Service (June)
 - i. Clean designated cloth covered furniture with approved upholstery cleaner.
6. BUS MAINTENANCE GARAGE/PARTS AREAS
- a. Daily Service
 - i. Empty all trash cans and replace the plastic liners as required.
 - ii. Pick up trash around the building exterior.
 - iii. Clean and sanitize the drinking fountains.
 - iv. Mop up oil spots on the shop floor.
 - v. Sweep floors.
 - b. Weekly Service
 - i. Clean patio and patio furniture.
 - ii. Wipe handprints off of all shop doors.
 - iii. Dry mop the parts area.
 - iv. Dust flat surfaces around and including the mailboxes.
 - v. Clean the Vidmar countertop in front of maintenance supervisor's office.
 - vi. Scrub floors.
 - c. Monthly Service
 - i. Clean both shop pits including the safety rails.
 - ii. Clean the welding area.

ATTACHMENT A – SCOPE OF WORK
MNT18-74
JANITORIAL SERVICES

- iii. Clean the lift saddles on the floor hoists.
 - d. Quarterly Service
 - i. Clean the light diffusers.
 - ii. Clean the shop walls up to 10 feet from the floor.
 - iii. Clean the computer server room.
 - e. Semi-Annual Service
 - i. Dust the shop walls above the 10-foot level.
 - ii. Remove cobwebs from ceiling corners and channels.
 - iii. Sweep out the main electrical closet.
 - iv. Clean the overhead conduits and piping.
- 7. FUEL ISLAND
 - a. Daily Service
 - i. Replenish paper towel products for window washing stations as needed (Utilize existing dispensers).
 - ii. Replenish hand sanitizer as needed.
- 8. BUILDING EXTERIORS (GENERAL)
 - a. Daily Service
 - i. Remove and dispose of all trash on walkways, roadway gutters and in landscaped areas.
 - ii. Clean accumulated dust, dirt, etc., from walls and doors.
 - iii. Empty all exterior trash cans and cigarette urns.
 - b. Outside Trash Enclosures
 - i. Daily Service
 - ii. Clean up trash from ground in and around dumpsters.
- 9. WINDOW CLEANING

ATTACHMENT A – SCOPE OF WORK
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JANITORIAL SERVICES

- a. Quarterly (January, April, July and October)
 - i. Clean building interior and exterior windows on each building located on campus.

10. CARPET CLEANING

- a. Quarterly
 - i. Contractor shall clean all carpet in the manner specified (soil extraction, rotary spin bonnet or other method developed by the industry) consistent with carpet manufacturer recommendations.
 - ii. Any residue from carpet cleaning that gets on walls and baseboards will be completely cleaned by Contractor.
 - iii. All carpet cleaning shall be done after normal working hours and be scheduled by Omnitrans Facility Manager.

D. MONTCLAIR TRANSPORTATION CENTER

1. RESTROOMS

- a. Twice Daily Service (Once during normal business hours and once after normal business hours)
 - i. Clean and sanitize toilet, urinal, sink fixtures and hardware with approved cleaner.
 - ii. Clean mirrors, shelves, benches, and sink counters with a non-abrasive cleaner.
 - iii. Sweep and wet mop floor with approved cleaning agent.
 - iv. Replenish toilet paper, toilet seat covers, paper hand towels, waterless hand cleaner, urinal screen deodorant, and sanitary napkins as necessary.
 - v. Empty and clean trash containers and replace plastic liners as necessary.
- b. Weekly Service
 - i. Clean dirt and lint from ceiling and wall vents as required.

ATTACHMENT A – SCOPE OF WORK

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JANITORIAL SERVICES

- ii. Clean walls, partitions, doors and door hardware with approved cleaner.
- c. Monthly Service
 - i. Replace wall mounted deodorant spray cans as required.
 - ii. Clean all ceramic tile surfaces with approved cleaner.
 - iii. Clean ceiling light fixtures, wall-mounted lighting fixtures and covers as required.

Attachment B
REGULATORY REQUIREMENT
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REGULATORY REQUIREMENTS

*** Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

RR-01

ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

C. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

RR-02

DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03

WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

- B.** Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

RR-04

PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

- B.** Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C.** In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall

indemnify and hold Omnitrans harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05

ACCESS TO RECORDS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06

FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Omnitrans and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07

ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08

CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §

12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

RR-09

NO GOVERNMENT OBLIGATION TO THIRD PARTIES *

A. Applicability

This Article applies to all federally funded contracts.

- B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11

SUSPENSION AND DEBARMENT*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-12

RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive

Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RR-13

CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

- C. Contractor shall include this Article in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RR-14

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over \$100,000.

- B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.

RR-15

BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over \$150,000 and to contracts over \$150,000 for materials & supplies for steel, iron, or manufactured products.

- B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

- C. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

RR-16

CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**RR-17
FLY AMERICA**

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**RR-18
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT ***

A. Applicability

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:

1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.
3. **Withholding for unpaid wages and liquidated damages** – Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.
4. **Subcontracts** – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.

5. Payrolls and basic records – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The agency's overall goal for DBE participation is 3.5%.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- C. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (*see* 49 CFR 26.53(3)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.
- E. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

RR-20

ADA ACCESS

A. Applicability

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;

4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:
 - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
 - (11) Any implementing requirements FTA may issue.

RR-21

ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all "contractors" that have "covered employees" that perform "safety sensitive functions" as those terms are defined in the regulations.

C. Certificate of Compliance

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp>

RR-22

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

**RR-23
BONDING REQUIREMENTS**

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

**RR-24
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized

representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the

contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any

worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to 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, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that 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 contract.

- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

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SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

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BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Omnitrans Construction Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Omnitrans, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Omnitrans and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Omnitrans is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Omnitrans, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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VETERANS PREFERENCE

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

END OF REGULATORY REQUIREMENTS

ATTACHMENT C – PRICING
MNT18-74
JANITORIAL SERVICES

	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL*
Base Year 1	East Valley	MONTH	12	\$1,856.62	\$22,279.40
Base Year 1	San Bernardino Transit Center – Bus Side	MONTH	12	\$10,178.38	\$122,140.54
Base Year 1	San Bernardino Transit Center – Metrolink Side	MONTH	12	\$1,184.70	\$14,216.44
Base Year 1	West Valley	MONTH	12	\$8,089.06	\$97,068.75
Base Year 1	Montclair Transportation Center	MONTH	12	\$838.03	\$10,056.30
Base Year 2	East Valley	MONTH	12	\$2,005.45	\$24,065.43
Base Year 2	San Bernardino Transit Center – Bus Side	MONTH	12	\$10,994.36	\$131,932.27
Base Year 2	San Bernardino Transit Center – Metrolink Side	MONTH	12	\$1,279.67	\$15,356.09
Base Year 2	West Valley	MONTH	12	\$8,737.54	\$104,850.54
Base Year 2	Montclair Transportation Center	MONTH	12	\$905.21	\$10,862.48
Base Year 3	East Valley	MONTH	12	\$2,153.28	\$25,839.36
Base Year 3	San Bernardino Transit Center – Bus Side	MONTH	12	\$11,804.79	\$141,657.48
Base Year 3	San Bernardino Transit Center – Metrolink Side	MONTH	12	\$1,374.01	\$16,488.13
Base Year 3	West Valley	MONTH	12	\$9,381.62	\$112,579.39
Base Year 3	Montclair Transportation Center	MONTH	12	\$971.93	\$11,663.19
Option Year 1	East Valley	MONTH	12	\$2,300.19	\$27,602.28
Option Year 1	San Bernardino Transit Center – Bus Side	MONTH	12	\$12,610.13	\$151,321.50
Option Year 1	San Bernardino Transit Center – Metrolink Side	MONTH	12	\$1,374.01	\$16,488.13
Option Year 1	West Valley	MONTH	12	\$9,381.62	\$112,579.39
Option Year 1	Montclair Transportation Center	MONTH	12	\$971.93	\$11,663.19
Option Year 2	East Valley	MONTH	12	\$2,384.87	\$28,618.44
Option Year 2	San Bernardino Transit Center – Bus Side	MONTH	12	\$13,074.43	\$156,893.10

ATTACHMENT C – PRICING
MNT18-74
JANITORIAL SERVICES

	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL*
Option Year 2	San Bernardino Transit Center – Metrolink Side	MONTH	12	\$1,521.79	\$18,261.46
Option Year 2	West Valley	MONTH	12	\$10,390.63	\$124,687.61
Option Year 2	Montclair Transportation Center	MONTH	12	\$1,076.47	\$12,917.60
	GRAND TOTAL			\$ 1,522,088.30	

*Pricing shall be inclusive of all direct and indirect costs including but not limited to labor, materials, equipment, supplies, etc.

Description	Price
*Fully Burdened Hourly Rates (i.e., charged to Omnitrans) for positions that will be utilized in the performance of this RFP.	Hourly Rate
Position Name: Day Porter	\$ 20.05
Position Name: Day Porter Overtime	\$ 30.55
Position Name: Night Janitorial	\$ 19.50
Position Name: Night Janitorial Overtime	\$ 29.25
Position Name: Floor Work and Carpet Cleaning	\$ 24.00
Position Name: Emergency Service Daytime	\$ 35.00
Position Name: Emergency Nighttime	\$ 42.00

*May be utilized in the event of Contract modification.



CONTRACT AGREEMENT

between

CONTRACTOR
AEC Moreno Corporation
1430 E. Cooley Street, Suite 120
Colton, CA 92324

(hereinafter "CONTRACTOR")
Telephone: (909) 440-2855
Email: info@aecomoreno.com

And

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
(hereinafter "OMNITRANS")

CONTRACT DOCUMENTS

CONTRACT NO. MKP18-80

BUS STOP IMPROVEMENTS PROJECT

Contract Amount: \$198,989

Omnitrans Project Manager:

Name: Anna Jaiswal
Title: Development Planning Manager
Telephone: (909) 379-7256
Email: anna.jaiswal@omnitrans.org

Contract Administrator:

Name: Krystal Turner
Title: Contract Administrator
Telephone: (909) 379-7202
Email: krystal.turner@omnitrans.org



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ATTACHMENT A – TECHNICAL SPECIFICATIONS/DRAWINGS

ATTACHMENT B – REGULATORY REQUIREMENTS

ATTACHMENT C – PREVAILING WAGES

ATTACHMENT D – GENERAL PROVISIONS

ATTACHMENT E – PROHIBITING WEAPONS IN THE WORKPLACE

This Agreement is made and entered into as of this 11th day of July 2018, by and between Omnitrans (hereinafter referred to as "OMNITRANS") and AEC Moreno Corporation (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, OMNITRANS is a joint powers authority organized under Section 6500 et seq. of the California Government Code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A, Scope of Work" (hereinafter referred to as "Work");

WHEREAS, CONTRACTOR has indicated it is qualified to perform such services and (1) has reviewed all the available data furnished by OMNITRANS pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Work set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. TECHNICAL SPECIFICATIONS

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby OMNITRANS may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with OMNITRANS' staff or other contractor or entity that may be providing similar or the same Work for OMNITRANS.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be from the date of execution of this Agreement and continue in effect through January 31, 2019, unless terminated as specified in Section 10 and 11 of this Agreement. Omnitrans has no obligation to purchase any specified amount of products/services. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

Omnitrans' election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for Omnitrans' convenience or CONTRACTORS default as provided elsewhere in this Agreement.

3. CONTRACT OPTIONS

- A. Omnitrans will have the unilateral right in the contract by which, for a specified time, Omnitrans may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:
- 1) Any options that were requested by Omnitrans and/or contained in the Contractor's PROPOSAL or offer must have been evaluated in making the contract award prior to exercising any such options.
 - 2) Since Contractor's proposed pricing for the option years and additional services are considered in evaluating the Contractor's original proposal and form the basis for awarding the contract, Contractor shall be bound by the proposal pricing for additional services and/or option years, unless otherwise provided herein.
- B. Omnitrans will provide a minimum of thirty days (30) written notice to the Contractor of Omnitrans' exercise of its option to extend the contract years. Omnitrans may give notice of its exercise of the option for additional services at any time during the term of the contract. The minimum time for the written notice may be waived by mutual agreement.

4. COMPENSATION

For CONTRACTOR's full and complete performance of its obligations under this Agreement, OMNITRANS shall pay CONTRACTOR on a LUMP SUM basis and subject to the maximum cumulative payment obligation.

LUMP SUM..... \$198,989.00

OMNITRANS' maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Ninety Eight Thousand Nine Hundred and Eighty Nine Dollars (\$198,989), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice OMNITRANS on a monthly basis no later than the 15th of each month. CONTRACTOR shall furnish information as may be requested by OMNITRANS to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

OMNITRANS
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Accounts Payable
Accountspayable@omnitrans.org
Contracts@omnitrans.org

A separate invoice shall be used for each shipment. Each invoice shall include, at minimum, the following information:

- Contract number
- Invoice number
- Description of delivery
- Delivery Date
- Total quantity delivered
- Information as requested by OMNITRANS

- B. OMNITRANS shall remit payment within thirty (30) calendar days of approval of the invoices by OMNITRANS' Project Manager.

In the event OMNITRANS should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of OMNITRANS' right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of OMNITRANS, CONTRACTOR shall immediately reimburse OMNITRANS the entire overpayment or, at its sole discretion, OMNITRANS may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between OMNITRANS and CONTRACTOR.

C. TITLE

- a. Title shall pass to Omnitrans at the time of payment.
- b. The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, and/or other encumbrances.
- c. The transfer of title as specified above shall not imply Acceptance by Omnitrans, nor relieve the Contractor from the responsibility for strict compliance with the Contract, including warranty as specified in the Article entitled Warranty of Work, and for any loss of or damage to the Work.
- d. The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the Omnitrans proper bills of sale or other written instruments of title in a form as required by Omnitrans; said instruments shall convey to

the Omnitrans' title free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

e. Contractor shall have title to and bear the risk of any loss of or damage to Work purchased hereunder until they are delivered, unloaded, and received by Omnitrans at the FOB Destination specified herein. Contractor's responsibility for loss or damage except for loss or damage resulting from Contractor's negligence, shall cease when title passes to Omnitrans.

6. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR agrees that OMNITRANS or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records, and proprietary data must be kept and maintained by CONTRACTOR for a period of three (3) years after completion of this Agreement unless OMNITRANS' written permission is given to CONTRACTOR to dispose of material prior to this time.

7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To OMNITRANS:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attn: Krystal Turner
Title: Contract Administrator

To CONTRACTOR:

AEC Moreno Corporation
1430 E. Cooley Street, Suite 120
Colton, CA 92324
Attn: Hector Moreno, PE
Title: President

8. OMNITRANS' AND CONTRACTOR'S REPRESENTATIVES

A. OMNITRANS' Project Manager

Contracting Officer: OMNITRANS' CEO/General Manager or his authorized designee who has authority to execute contracts on behalf of OMNITRANS.

Project Manager: Anna Jaiswal, Development Planning Manager.

- a. Except as expressly specified in this Agreement, the Contracting Officer may exercise any powers, rights and/or privileges that have been lawfully delegated by OMNITRANS. Nothing in this Agreement should be construed to bind OMNITRANS for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein.
- b. The Contracting Officer has delegated to the Project Manager certain powers and duties in connection with this Agreement. The Project Manager is the authorized representative of the Contracting Officer for matters related to this Agreement. The Project Manager or his/her designee is empowered to:
 1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
 2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to OMNITRANS' satisfaction.
 3. Subject to the review and acceptance by OMNITRANS, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
- c. In addition to the foregoing, the Project Manager shall have those rights and powers expressly set forth in other sections of this Agreement.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

<u>Name</u>	<u>Role</u>
Hector Moreno, PE	President
_____	_____
_____	_____
_____	_____

Any propose/substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. Omnitrans reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does in deed possess such expertise and experience.

OMNITRANS awarded this Agreement to CONTRACTOR based on OMNITRANS' confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from OMNITRANS.

9. DISPUTE RESOLUTION

Any disputes between the successful CONTRACTOR and OMNITRANS relating to the implementation or administration of the Contract shall be resolved in accordance with this section.

- A. The parties shall first attempt to resolve the dispute informally in meetings or communications between proposer and OMNITRANS.
- B. If the dispute remains unresolved fifteen (15) days after it first arises, proposer may request that Omnitrans' CEO/General Manager issue a recommended decision on the matter in dispute. Omnitrans' CEO/General Manager shall issue the recommended decision in writing and provide a copy to proposer.
- C. If the dispute remains unresolved after review by Omnitrans' CEO/General Manager, either party may seek judicial resolution of the dispute in an appropriate Court of the State of California.

- D. Pending final resolution of a dispute under this section, proposer shall proceed diligently with performance in accordance with the Contract and Omnitrans' CEO/General Manager's recommended decision.

10. TERMINATION FOR CONVENIENCE

OMNITRANS may terminate this Agreement in whole or in part for OMNITRANS' convenience. Omnitrans' CEO/General Manager shall terminate this Agreement by a written Notice of Termination to CONTRACTOR specifying the nature, extent, and effective date of the termination. Upon receipt of the notice of termination, CONTRACTOR shall immediately discontinue all Work affected and deliver all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process, to Omnitrans' CEO/General Manager. OMNITRANS shall make an equitable adjustment in the Agreement for Work already performed, but shall not allow anticipated profit on unperformed services. Force Majeure shall apply.

11. TERMINATION FOR BREACH OF AGREEMENT

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, OMNITRANS may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to OMNITRANS within the time permitted by OMNITRANS, then OMNITRANS may terminate this Agreement due to CONTRACTOR's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then OMNITRANS may immediately terminate this Agreement.
- C. If CONTRACTOR violates Section 28, Compliance with Lobbying Policies, of this Agreement, then OMNITRANS may immediately terminate this Agreement.
- D. In the event OMNITRANS terminates this Agreement as provided in this Section, OMNITRANS may procure, upon such terms and in such manner as OMNITRANS may deem appropriate, Work similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to OMNITRANS for all of its costs and damages, including, but not limited, any excess costs for such Work.
- E. All finished or unfinished documents and materials produced or procured under this Agreement shall become OMNITRANS' property upon date of such termination.

- F. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10, Termination for Convenience.
- G. The rights and remedies of OMNITRANS provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

12. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of OMNITRANS. Consent by OMNITRANS shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

13. SUBCONTRACTING

OMNITRANS hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not OMNITRANS, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against OMNITRANS, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

CONTRACTOR shall not, without the express written consent of Omnitrans, either:

- a. Substitute any person, firm, or corporation as subcontractor in place of the subcontractors identified below; or
- b. Permit any subcontract to be assigned or transferred; or
- c. Allow work to be performed by anyone other than the original subcontractor listed below.

Subcontractor's Name and Address	Work to Be Performed
N/A	N/A

14. INDEPENDENT CONTRACTOR

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

15. INSURANCE

A. INSURANCE REQUIREMENTS

1) General Requirements for Contractor

- a. Without limiting or diminishing the Contractor's obligation to indemnify or hold Omnitrans harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts as indicated below;
- b. Provide Omnitrans with valid original certificates of insurance and endorsements showing Omnitrans as an additional insured.

2) Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by Omnitrans. At the option of Omnitrans, either: the insurer shall reduce or eliminate such deductibles or SIR or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3) Other Insurance Provisions

a. Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy

shall name Omnitrans, its officers, officials, employees, agents and volunteers as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded Omnitrans, its officers, officials, employees, agents, and volunteers.

1. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects Omnitrans, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by Omnitrans, its officers, officials, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not be construed as contributory.
2. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Omnitrans.

b. Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Omnitrans and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

c. Care, Custody, and Control

Contractor shall insure any Omnitrans property while under its Care, Custody, and Control according to the requirements listed in the insurance coverage required.

4) Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A:VIII**.

5) Verification of Coverage

- a. Contractor shall furnish Omnitrans with original endorsements affecting coverage required by this clause. The endorsements are

to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by Omnitrans before work commences.

- b. As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- c. In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of Omnitrans.

6) **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7) **Notification of Terminated Insurance**

Insurance shall not be terminated or expire without thirty (30) days written or electronic notice, and are required to be maintained in force until completion of the contract.

B. **MINIMUM INSURANCE COVERAGE**

If the Contractor maintains broader coverage and/or higher limits than the minimum requirements shown below, Omnitrans requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

- 1) ☒ **Commercial General Liability including Products/Completed Operations:** \$1,000,000; per occurrence for bodily and property damage liability and \$2,000,000 aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 2) ☒ **Automobile Liability:** \$1,000,000; per occurrence for bodily and property damage liability and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 3) ☐ **Errors and Omissions Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$ 3,000,000 aggregate or,
- 4) ☐ **Professional Liability:** \$1,000,000; per occurrence and aggregate.
- 5) ☒ **Workers' Compensation:** statutory limits or,

- 6) ☐ **Self-Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- 7) ☒ **Employer's Liability:** \$1,000,000; per occurrence.
- 8) ☐ **Environmental Liability:** \$1,000,000; per occurrence and aggregate; *Omnitrans named and endorsed as an Additional Insured.*
- 9) ☐ **Umbrella Policy:** \$4,000,000; per occurrence and aggregate Additional coverage for the above policies, *Omnitrans Additional Insured.*
- 10) ☐ All drivers making deliveries of products specified on this solicitation shall have Hazardous Materials Endorsements on their Commercial Drivers License, and such other Endorsements as may be required by relevant laws and/or regulations.

16. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless OMNITRANS, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to, defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONTRACTOR) arising from or connected with any alleged act and/or omission of CONTRACTOR, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination or expiration of this Agreement and/or final payment thereunder.

17. REVISIONS IN SCOPE OF WORK

By written notice or order, OMNITRANS may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

18. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by OMNITRANS.

- B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of OMNITRANS without restriction or limitation on their use and shall be made available upon request to OMNITRANS at any time. Original copies of such shall be delivered to OMNITRANS upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of OMNITRANS. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

19. OWNERSHIP OF REPORTS AND DOCUMENTS

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

20. OWNERSHIP RIGHTS

- A. In the event OMNITRANS rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by Contractor, its Third Party Software Contractors and its Suppliers as part of the Project, any derivative works and associated documentation created by or on behalf of OMNITRANS by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of OMNITRANS (collectively, "OMNITRANS Intellectual Property"), and OMNITRANS may use, disclose and exercise dominion and full rights of ownership, in any manner in OMNITRANS Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by OMNITRANS. No use of OMNITRANS Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and OMNITRANS shall not sell, lease, rent, give away or otherwise disclose any OMNITRANS Intellectual Property to any outside third party other than Permitted Programmers. To the extent there may be any question of rights of ownership or use in any OMNITRANS Intellectual Property, Contractor shall require all of its subcontractors and suppliers (including without limitation its Third Party Software Contractors) to assign to OMNITRANS, all worldwide right, title and interest in and to all OMNITRANS Intellectual Property in a manner consistent with the foregoing terms of this paragraph. Contractor shall execute any documents as OMNITRANS may from time to time reasonably request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract and which otherwise owned by Contractor or its Third Party Software Contractors, and all Documentation and Software which is created by Contractor or its Third Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

21. WORK FOR HIRE

Any work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement hereon agrees that all rights to any work(s) created or produced are waived, and that ownership rests with OMNITRANS. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law, that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

22. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with OMNITRANS’ Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable OMNITRANS to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by OMNITRANS, CONTRACTOR shall continue to perform in accordance with this Agreement.

23. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by law. CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

24. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in the performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that OMNITRANS will be relying upon such professional

quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. OMNITRANS shall have the right, at its sole discretion, to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to OMNITRANS, if OMNITRANS considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under this Agreement under this Article shall not be re-assigned to perform Work in any other capacity under this Agreement without OMNITRANS' prior written approval.

25. NOTIFICATION OF EMPLOYMENT OF OMNITRANS BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with OMNITRANS' Ethics Policy, CONTRACTOR shall provide written notice to OMNITRANS disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of OMNITRANS, or (2) served as a Board Member/Alternate or an employee of OMNITRANS within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of this Agreement.

26. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONTRACTOR shall provide prior to the execution of such amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to Omnitrans Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

27. COMPLIANCE WITH LAW

- A. CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of OMNITRANS, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be

affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

- B. Government regulations that directly affect the CONTRACTOR'S performance of this contract and unforeseen impacts, which neither party could have contemplated at the onset of the contract and have an unconscionable impact on the CONTRACTOR may be given special pricing consideration. The parties, in good faith, shall review established rates and may adopt any mutually agreed new rates, which shall only be effective as agreed upon by the parties. Thorough documentation including all cost elements is required to support the Contractor's claim to any relief under this clause.

28. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by OMNITRANS in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with OMNITRANS' Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with OMNITRANS' Ethics Policy, such failure shall be considered a material breach of this Agreement and OMNITRANS shall have the right to immediately terminate or suspend this Agreement.

29. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of OMNITRANS' business, including materials submitted by CONTRACTOR in its proposal and during the course of performing the Work under this Agreement, shall become the exclusive property of OMNITRANS and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. OMNITRANS' use and disclosure of its records are governed by this Act.
- B. OMNITRANS will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. OMNITRANS will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONTRACTOR. OMNITRANS will endeavor to notify CONTRACTOR of any request of the disclosure of such materials. Under no circumstances, however, will OMNITRANS be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistake or negligence on the part of OMNITRANS or its officers, employees and/or contractors.

- C. In the event of litigation concerning the disclosure of any material submitted by CONTRACTOR, OMNITRANS' sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. CONTRACTOR, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold OMNITRANS harmless from all costs and expenses, including attorneys' fees, in connection with such action.

30. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

31. FORCE MAJEURE

Performance of each and all CONTRACTOR's and OMNITRANS' covenants herein shall be subject to such delays as may occur without CONTRACTOR's or OMNITRANS' fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or OMNITRANS' control.

32. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of OMNITRANS and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of OMNITRANS. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of OMNITRANS.

33. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. OMNITRANS shall review and approve in writing all OMNITRANS related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication. CONTRACTOR shall not allow OMNITRANS related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any

way imply that OMNITRANS endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to OMNITRANS, and shall comply with the procedures of OMNITRANS' Public Affairs staff regarding statements to the media relating to this Agreement or the Work.
- C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform OMNITRANS as soon as possible and inform OMNITRANS of any action taken to alleviate the situation.
- D. The provisions of this Article shall survive the termination or expiration of this Agreement.

34. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California, and the proper venue of any action brought hereunder is and shall be the County of San Bernardino, California.

35. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by OMNITRANS' Board of Directors, and in all instances require prior signature of an authorized representative of OMNITRANS.

36. LICENSING, PERMITS AND INSPECTION COSTS

- A. The CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, and the County of San Bernardino, 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, FIRM 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 OMNITRANS immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, exemptions. Such inability shall be cause for termination of this Agreement.

- B. 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.

37. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, and any and all of its Amendments, Appendices, Exhibits and Attachments; (2) provisions of MKP18-80 and any and all of its Addenda, Appendices, Exhibits and Attachments; and (3) CONTRACTOR's bid dated May 30, 2018 and its Appendices, Exhibits, Attachments.

38. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between OMNITRANS and CONTRACTOR and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

OMNITRANS

AEC MORENO CORPORATION

P. Scott Graham
CEO/General Manager

Hector Moreno, PE
President

Date

Date

Federal Tax I.D. No. 47-2996830

CM____

OMNITRANS
BUS STOP IMPROVEMENTS
PROJECT SPECIFICATIONS

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Introductory Information

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- A. Contract documents: The Contractor shall obtain all copies of the Contract Drawings and Specifications including all addenda through the Omnitrans website, as required to perform the work. The cost for obtaining any additional documents required for the contractor shall be included in the bid price and no additional compensation will be allowed.
- B. All drawings, specifications, and other contract documents, and copies furnished by the Omnitrans are its property. They are not to be used on other work and with the exception of signed contract sets are to be returned to the Omnitrans upon request at the completion of the work. The location of the work, its general nature and extent, and the form and general dimensions of the project and appurtenant works are shown on the contract drawings which are hereby made a part of these specifications as listed herein.
- C. The general intent of the contract, specifications, drawings, and other contract documents is that the Contractor shall:
 - 1. Furnish tools, qualified labor, material, equipment, qualified superintendence, and services, assurances and guarantees, and assumptions of risk and responsibility, necessary for the performance of the Work as set forth in the contract documents unless otherwise specifically provided.
 - 2. Begin work promptly and proceed expeditiously and continuously without cessation or shutdown of Work unless otherwise specifically approved in writing by the OMNITRANS Engineer, or directed by the contract documents.
 - 3. Perform, complete, and make ready for its intended purpose, within the times specified, including additional times provided for certain conditions, the work or parts thereof covered by the contract, all in accordance with drawings, specifications, and modifications thereto and directions or instructions the OMNITRANS Engineer may give to supplement the drawings and specifications. The Contractor shall retain sole responsibility and expense for quality control of the work.
- D. Words and abbreviations which have well-known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.
- E. The organization of the specifications into divisions, sections, parts, and paragraphs, and the arrangement of the drawings, shall not control the Contractor in dividing the

work among subcontractors or in establishing the extent of work to be performed by any trade. Study and compare the contract documents and immediately report to the OMNITRANS Engineer any error, inconsistency, or omission that may be discovered. Contractor shall be liable to OMNITRANS for damage resulting from unreported errors, inconsistencies, or omissions in the contract documents.

F. It will be the responsibility of the Contractor to stage the construction activities at the project site.

G. Ownership of Materials:

1. Materials furnished by the Contractor under this contract shall become the property of the OMNITRANS.

H. General Summary of Work:

1. Work to be performed by Contractor shall consist of the construction of the work shown on the drawings and in the specifications.
2. The descriptions provided in this section are general in nature and are not meant to detail all work required by the contract documents.
3. The work under this contract consist of bus stop improvements and related ADA improvements at various locations in:
 - a. County of San Bernardino (5 locations)
 - b. City of Colton (7 locations)
 - c. City of Rialto (3 locations)

I. Other features of the work include, but are not limited to, the following:

1. Complete mobilization and demobilization.
2. Obtaining of necessary construction and related permits from various jurisdictional agencies.

1.02 INTENT OF DRAWINGS AND SPECIFICATIONS

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

- B. Drawings and specifications are essential parts of the Contract, and a requirement indicated in one is binding as though indicated in all. They are intended to be complementary and to describe and provide for the complete work.
- C. Summaries or introductory descriptions of the work of individual sections do not limit requirements. The Contractor's responsibilities include all requirements for proper execution of the work.
- D. Division 01 of the specifications applies to all divisions. Comply with Division 01 requirements whether or not referenced in individual sections in Divisions 02-33.
- E. References to the singular include the plural and do not imply that only one unit of a product is required.
- F. Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.
- G. Unless a requirement is specified to apply for a limited time, it applies for the duration of the work.
- H. "Including," "such as," "as follows," and similar terms do not limit the meaning to only items listed. The phrase "but not limited to" is understood to follow these expressions.
- I. All items in a list apply unless the items are specified as choices.

1.03 REFERENCE MATERIAL

- A. Reference specifications or standards referred to in the plans or specifications shall be the most recent version developed as of Contract award. Where referenced standards refer to the "specifications" or the "special conditions," this shall be understood by Contractor to mean the drawings and specifications of this contract. Contractor is responsible to obtain all reference material at its own expense and to become familiar with the requirements therein.

1.04 PROJECT ACCESS AND CONTRACT LIMITS

- A. Contractor shall submit a transportation plan outlining access to the job site and maintaining the facility operational at all times.
- B. Construction activity shall be within the normal work hours between 7:00 am to 3:00 pm Monday through Friday in the City of Rialto and 8:00 am to 3:00 pm in the City of Colton and the County of San Bernardino unincorporated areas.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 – MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made under this section.

END OF SECTION

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SECTION 01 14 00
WORK RESTRICTIONS

PART 1 - GENERAL

1.01 REFERENCES

- A. American National Standards Institute [ANSI]
 - 1. ANSI S1.4 Calibrated Noise Meter
- B. City of Colton
 - 1. Noise Ordinance
- C. San Bernardino County
 - 1. Noise Ordinance
- D. City of Rialto
 - 1. Noise Ordinance
- E. Occupational Safety and Health Administration [OSHA]
 - 1. Construction Safety Orders

1.02 DEFINITIONS

- A. Regular Working Hours: 7:00 am to 3:00 pm on Monday through Friday in the City of Rialto, and 8:00 am to 3:00 pm on Monday through Friday in the City of Colton and the County of San Bernardino.
- B. Authority Having Jurisdiction: The generally recognized entity having the legal authority to regulate an activity within the local jurisdiction where the activity is performed.
- C. Noise Monitoring Indices:
 - 1. dBA Decibel on the A-Scale as measured on the A-Weighted network (slow response) of a sound level meter
 - 2. L_{eq} Equivalent energy sound level
 - 3. L_{90} Sound level that is exceeded 90 percent of the measurement period

4. L_{50} Sound level that is exceeded 50 percent of the measurement period
5. L_{10} Sound level that is exceeded 10 percent of the measurement period
6. $L_{1.0}$ Sound level that is exceeded 1.0 percent of the measurement period
7. L_{max} maximum sound level that occurs during the measurement period

1.03 REGULATORY REQUIREMENTS

- A. All Work in this Contract must strictly comply with the City of Rialto, City of Colton, and County of San Bernardino Noise Ordinances.
- B. Except in emergencies endangering life or property, obtain written permission from the Engineer to perform any work after regular working hours, on weekends, or legal holidays.
 1. Apply for and receive a Noise Variance from the Authority Having Jurisdiction to regulate hours of work before allowing construction to occur beyond regular working hours.
 2. Submit requests for each Noise Variance for this Contract to the Authority Having Jurisdiction through the Engineer.
- C. Conduct the Work at all times and in such a manner and sequence that will assure the least interference with traffic and inconvenience to the public.
- D. Work or Construction Zone is defined as an area where work is being done requiring appropriate temporary traffic control devices. The work in a Work or Construction Zone must be completed within a reasonable time frame with inactivity of no more than 5 Calendar Days. The longitudinal space of the Work Zone must be limited to a few blocks totaling no more than 0.5 mile in length, so as not to reduce roadway capacity and unjustifiably impact regular traffic activity. When the trailing end of a work area is to the satisfaction of the Engineer, the Work Zone may be extended at the leading end to allow progress along the alignment in a continuous fashion. The separation distance between Work or Construction Zones will be approximately the same length as the preceding Work or Construction Zone, or as determined by the permitting jurisdiction.

1.04 PROJECT CONDITIONS

- A. Project Noise Criteria
 1. Project Noise Criteria applies to any and all construction activities that, as defined for stationary and non-stationary noise sources, occur during work hours.

2. Noise generated by any construction activity as measured at 50 feet or at the nearest property line may not exceed 85 dBA
3. Truck movements within the designated construction site are exempt from the requirements of Paragraph 1.06A.2, except that the noise generated by truck movements must be demonstrated to be less than 88 dBA when measured at 50 feet from the truck operating at maximum engine speed.

B. Project Vibration Control Criteria

1. Vibration levels at a distance of 200 feet from the construction activity, or at the nearest affected building, whichever is closer, may not exceed a peak vibration velocity of 0.5 inches per second in any direction over the frequency range of 1 to 80 Hertz (Hz)
2. Monitor and record groundborn vibration of construction operations to ensure compliance with vibration limitations specified in paragraph 1.06B.1.
3. Evidence of construction activities exceeding allowable levels may come from public complaint, the Engineer, or Contractor noise or vibration measurements.

PART 2 - MEASUREMENT AND PAYMENT

2.01 MEASUREMENT

- A. No separate measurement will be made for the Work described in this Section.

2.02 PAYMENT

- A. No separate payment will be made for the Work of this Section since its cost is incidental to other payment items.

END OF SECTION

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SECTION 01 20 10**MEASUREMENT AND PAYMENT PROCEDURES****PART 1 - GENERAL****1.01 SUMMARY****A. Section includes:**

1. General requirements for the measurement of quantities.
2. Requirements for developing the Schedule of Values required to facilitate processing payment applications.

B. Related Sections:

1. Section 01 32 50 – Project Schedules and Reports
2. Section 01 33 00 – Submittal Procedures
3. Section 01 14 00 – Work Restrictions
4. Section 01 44 00 – Quality Assurance and Quality Control
5. Section 01 77 00 – Closeout Procedures

1.02 REFERENCE

- A. State of California Labor Surcharge and Equipment Rental Rates Manual.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00, Submittal Procedures, except as modified herein.

1. Preliminary Schedule of Values. CDRL 012010-1
2. Schedule of Values updates. CDRL 012010-2
3. Quantity Verification Sheets per Paragraph 3.2E. CDRL 012010-3
4. Document evidence of commitment of funds, Contractor certificate, and agreement as specified in Paragraph 3.4E. CDRL 012010-4
5. Equipment List, Equipment Rate Sheet, and Labor Rate Sheet as specified in Paragraph 3.6C. CDRL 012010-5
6. Payrolls and other cost data documents for all force account work. CDRL 012010-6
7. Lump Sum Breakdown. CDRL 012010-7

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION**3.01 MEASUREMENT OF QUANTITIES**

- A. Measurement Standards: Work to be paid for at a Contract price per unit of measurement will be measured by the Agency in accordance with United States Standard Measures.
- B. Units of measure to be used to measure the Work of each Section are indicated in the Measurement Article appearing in PART 4 of the Section unless the Work of the Section will not be separately measured for payment.
- C. Measurement by Weight:
 - 1. Items to be paid for by weight, such as reinforcing steel, steel shapes, castings, miscellaneous metal, metal fabrications, and similar items, will be measured by scale weight for the type and quantity of Material actually furnished and installed.
 - 2. Provide certified platform scales, sealed by the authority having jurisdiction, for measuring all Material to be measured and paid for by weight, except that shipped by rail.
 - a. Provide platform scales of sufficient size and capacity to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed.
 - b. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed
 - c. Arrange to have all scales inspected and certified as often as the Agency may deem necessary to ascertain accuracy.
 - d. Pay all costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales
 - 3. Have a licensed weighmaster weigh all Materials to be weighed on the scales provided.
 - a. The Agency may be present to witness the weighing and to check and compile the daily record of such scale weights; however, in any case furnish weight slips and daily summary weigh sheets.
 - b. Furnish a duplicate weight slip or load slip for each vehicle weighed, and deliver the slip to the Agency at the point of delivery of the Material.
 - 4. If the Material is shipped by rail, certified car weights will be accepted, provided that only actual weight of the Material will be paid for and not the minimum car weights used for assessing freight tariff.

- a. Car weights will not be acceptable for Material to be passed through mixing plants.
5. Weigh the Material to be measured by weight separately for each Bid Item in the Bid Schedule under which it is to be paid.
6. Weigh the empty trucks used to haul Material being paid for by weight on a daily basis, and at such additional times as the Agency may require.
 - a. Provide a plainly legible identification mark on each truck.
 - b. The Agency may require the weight of the Material to be verified by weighing empty and loaded trucks on such other scales as the Agency may designate.

D. Measurement by Volume

1. Items to be paid for by volume will be measured by the cubic dimension listed or indicated on the Bid Schedule.
2. When Material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or for partial payment purposes only when requested by the Contractor in writing and accepted by the Agency in writing, the Material can be measured by one of the following methods:
 - a. Method 1: Volume measurement in place or removed will be by the unit of volume as indicated and as quantified on the Plans or as specified.
 - b. Method 2: The Material will be weighed in accordance with the requirements specified for weight measurement and paid for by weight.
 - 1) Such weights will be converted to volume measurement for payment purposes.
 - 2) Factors for conversion from weight measurement to volume measurement will be determined by the Agency and must be agreed to by the Contractor before such method of measurement of pay quantities will be accepted.

E. Measurement by Area

1. Items to be paid for by area will be measured by the square dimension indicated on the Bid Schedule, Plans, or as specified.
2. Method of square measurement will be as specified.

F. Linear Measurement

1. Items to be paid for by linear measurement will be measured by the linear dimension listed or indicated on the Bid Schedule.

2. Unless otherwise indicated, measure items, components, or work at the centerline of the item in place.

G. Unit Measurement

1. Items to be paid for by unit measurement will be measured by each complete unit supplied and accepted, and the measurement will be for the entire item, unit of work, structure, or combination thereof, as specified and as listed or indicated in the Bid Schedule with pay limits for the item of work shown on the Plans.
2. If the Contractor requests progress payments for partial delivery of items or amounts on the Bid Schedule, such progress payments will be made in accordance with a well-balanced, detailed Schedule of Values, prepared by the Contractor and submitted to the Agency for approval.
 - a. In such a Schedule of Values program, show fixed measurable quantities where possible and unit prices for each applicable item as allocated to the different features of the work.
 - b. Ensure that the summation of extensions of quantities and unit prices and related costs equals the amount of the contract price or sum of pay item totals indicated in the Bid Schedule.

H. Lump-Sum Measurement

1. Items to be paid for by Lump-sum measurement will be for the entire item, unit of work, structure, or combination thereof, as specified and as listed or indicated in the Bid Schedule with pay limits for the item of work shown on the Plans.
2. If the Contractor requests progress payments for lump-sum contracts or lump-sum pay items or amounts on the Bid Schedule, such progress payments will be made in accordance with a well-balanced, detailed Schedule of Values, prepared by the Contractor and submitted to the Agency for approval.
 - a. In such a Schedule of Values program, show fixed measurable quantities where possible and unit prices for each applicable lump-sum item as allocated to the different features of the work and major subdivisions.
 - b. Ensure that the summation of extensions of quantities and unit prices and related costs equals the amount of the lump-sum contract price or lump-sum pay item indicated in the Bid Schedule.

I. Lump-Sum Breakdown

1. Within 10 Days after the effective date of the Notice To Proceed, furnish a detailed breakdown for the lump-sums that were indicated on the Bid Schedule. The breakdown shall be provided with sufficient detail to clearly explain the lump-sums derived on the Bid Schedule, and shall be provided on the Contractor's own form. The Engineer shall review the lump-sum breakdown within 10 Days for acceptance, or return to the Contractor to revise. The lump-sum breakdown must be accepted prior to first payment to the Contractor.

3.02 FIELD MEASUREMENT FOR PAYMENT

- A. Verification: The Agency will verify the computed quantities of work performed and submitted by the Contractor, and of Materials and equipment delivered to the site, for payment purposes.
- B. Measurement:
 - 1. Provide all equipment, workers, and survey crews to measure quantities, and perform all measurements as required in accordance with the provisions for measurement specified herein.
 - 2. Notify the Engineer prior to taking measurements so that he may witness the measurements being taken.
 - 3. Where practical and agreed to by the Engineer, measure all quantities at the close of the pay period.
 - a. Measure Work that will be covered, and that is therefore impractical to measure at the close of the pay period, before it is covered.
 - 4. The Engineer's determination of measurements after reviewing the Contractor's measurements is final.
- C. Unless otherwise specified, calculate all quantities using the dimensions shown on the Plans.
- D. No allowance will be made for specified tolerances.
- E. Submit Quantity Verification Sheets (QVS) to the Engineer for all items of Work installed for approval and payment.
 - 1. Attach appropriate Plans to the Quantity Verification Sheets showing stationing, locations, and similar information as they relate to the measured quantities.
 - 2. Submit work sheets for quantities calculated from cross sections, Plans, and similar items with the Quantity Verification Sheets.
 - 3. To verify that the Quantity Verification Sheets are correct and that the Work has been installed according to the Plans and Specifications, have a representative of the Contractor sign and the Contractor's Quality Control Manager, required by Section 01 44 00, Quality Assurance and Quality Control, countersign the Quantity Verification Sheets.

3.03 REJECTED, EXCESS, OR WASTED MATERIALS

- A. Rejected, excess, and wasted materials include the following:
 - 1. Material wasted or disposed of in a manner not called for under the Contract.

2. Rejected loads of material, including material rejected after being placed in nonconformance to the provisions of the Contract.
 3. Material not unloaded from the transporting vehicle.
 4. Material placed outside the lines indicated on the Plans or established by the Agency.
 5. Material remaining on hand after completion of the work.
- B. Rejected, excess, and wasted materials will not be paid for.
- C. Do not include rejected, excess, and wasted materials in the final total quantities.
- D. No additional compensation will be permitted for loading, hauling, and disposing of rejected, excess, or wasted material.

3.04 PAYMENT PROCEDURES

- A. Bid Items from the Bid Schedule under which payment for the Work of each Section is to be made are indicated in the Payment Article appearing in the Section unless the Work of the Section will not be paid for separately or is paid using force account procedures.
- B. Where Work shown on the Plans or described in the Specifications is not directly indicated to be included in a specific bid item, include the costs in connection with such Work in the bid price for the appropriate Bid Item.
- C. Schedule of Values
1. The Schedule of Values required in the General Provisions shall be the measurable and deliverable, cost-loaded "Activities," used in the Project Schedule, which shall be a cost-loaded CPM Schedule.
 - a. Each Activity Number used in the Schedule of Values shall be the same as used for the Project Schedule.
 - b. The cost-loaded Project Schedule accepted by the Agency shall be the basis for determining the amount of each progress payment
 2. The Contractor shall obtain the Agency's acceptance for the use of a Schedule of Values for partial payment. If agreement cannot be reached on a Schedule of Values for a Bid Item, no partial payment shall be provided and the Bid Item will be paid for as units completed and in-place; the Contractor shall incorporate the undivided Bid Items into the Schedule of Values.
 3. Develop the Schedule of Values by subdividing the Bid Schedule bid items into measurable and deliverable "Activities," that are included in the Preliminary 90 Day Schedule and subsequent Project Schedules.

- a. For each bid item number and title include the same quantity, unit price and bid item price from the Bid Schedule and a breakdown of its specific activities. For each activity number provide a description of the activity, quantity of units, unit prices and specific scheduled value for the activity.
 - b. Each Schedule of Value item shall be a measurable unit that can have a quantity determined at each cut off date for each payment request period.
 - c. Each Schedule of Value item shall be a physical component of the final constructed facility that has value to the Agency should there be a sudden shutdown of the Project.
 - d. Each Schedule of Value item shall be a physical component that can be evaluated for compliance with the Contract at the time of progress payment. This will be determined by the overall requirements of the Contract, including quality requirements of Section 01 44 00 and the Specification Sections associated with each Bid Item.
 - e. Each Schedule of Value item shall possess exclusive characteristics of physical attributes, including location, which will enable it to be specifically assigned a schedule duration with a start and end date that can be used as a schedule activity.
 - f. Costs for incremental design and submittal preparation along with procured contract material and equipment amounts shall be assigned to their respective procurement activities and shall be shown with a "one day" resource duration on the last work day of the procurement activity.
 - g. No cost loading for Schedule of Value payment shall be applied to submittal preparation or review activities.
 - h. Costs for installation of the material/equipment, including labor, construction equipment, and temporary materials, shall be assigned to their respective construction/installation activities.
 - i. The value of inspection and testing activities shall not be less than 10 percent of the total costs for procurement and construction activities.
 - j. Subtotals of cost loaded activities organized by bid item shall subtotal to bid item amounts as shown on the submitted bid form. Do not exceed the quantities, values, or lump sum price in the Bid Schedule when preparing the Schedule of Values.
4. The Schedule of Values will be submitted and reviewed as follows:
- a. The Contractor shall prepare a Preliminary Schedule of Values and submit it to the Engineer at the Pre-Construction Meeting as part of the Preliminary 90-Day Schedule covering the first 90 Days following receipt of the Notice to Proceed.

- b. Within 10 Days, the Engineer will either accept this Preliminary Schedule of Values to be the cost-loaded activities used in the Preliminary 90-Day Schedule as the basis for progress payments under this Contract for the first 90-Calendar Days, or direct that the Preliminary Schedule of Values be amended and resubmitted.
 - c. The Schedule of Values for all activities including and following the first 90 Days shall be provided as part of the Contract Baseline Schedule submittal. The Contract Baseline Schedule and subsequent accepted Project Schedule updates shall serve as the basis for progress payments for the remainder of the Contract.
 - 5. Update and resubmit the Schedule of Values for acceptance when necessary to reflect changed, deleted, or additional Work. Update of the Schedule of Values shall be considered a Project Schedule revision and the Contractor shall follow the Project Schedule Revision requirements of Section 01 32 50.
 - 6. Any attempt to increase the cost of early activities, i.e., "front loading," will be rejected by the Agency resulting in a complete rejection of the Schedule of Values and Project Schedule until such "front loading" is corrected.
 - 7. The Schedule of Values shall be implemented in the Project Schedules as cost-loaded activities in accordance with Specification 01 32 50. The cost-loaded Project Schedule shall be used to generate periodic progress payment requests.
- D. A Monthly Update Report shall be prepared by the Contractor in accordance with Specification 01 32 50. The Monthly Update report includes a Project Schedule Update, Schedule Reports, Cost Reports and Resource Reports, and serves as the Contractor's Payment Request.
- 1. Submit and review a draft Monthly Update Report with the Agency at the Monthly Schedule Update Meeting. The purpose of the meeting is the joint review and agreement on job progress and schedule of values quantities status as shown in the draft Monthly Update Report.
 - a. The Contractor shall provide completed Quantity Verification Sheets for review at the meeting.
 - b. The Agency will provide written comments and determinations on progress within 3 Days after the meeting. The Contractor shall incorporate the Agency's determination on progress into the Monthly Update Report.
 - c. The Agency's determination on progress for measurement and payment shall be final. The Contractor shall incorporate the Agency's accepted progress into the payment request. No payment of quantities or percent complete will be provided beyond that accepted by the Agency.
 - 2. After reviewing job progress status, submit the Monthly Update Report to the Agency within 5 Days after the date of the review with the Agency.

3. Within 7 Days after receipt of the Monthly Update Report, the Agency will either accept or reject it.
 - a. If accepted, progress shown in the monthly update will be the basis for the Contractor's application for payment. The accepted monthly update report shall serve as the Contractor's Payment Request.
 - b. If rejected, update shall be corrected and resubmitted by the Contractor with a corrected Payment Request.
 - c. Should the Contractor request payment in an amount greater than that accepted by the Agency, the Agency will at its sole discretion correct the Contractor's Payment Request to the Agency accepted amount and provide payment on that basis. The Contractor shall reflect any such correction in the next Monthly Update Report.
- E. Support payment requests with the following supporting documentation:
 1. Documentary evidence of commitment of funds such as firm orders, Contracts, invoices, records of expenditure;
 2. A certificate from the Contractor that the items for which payment is requested are acquired solely for the execution of this Contract and are free from all encumbrances;
 3. An agreement that the items will be adequately maintained, and will not be removed from the Work Site until all Work is complete;
 4. Quantity Verification Sheets; and
 5. The Monthly Update Report and Payment Request in accordance with Section 01 32 50.
- F. Until the certified copy of the Engineer's final itemized Punch List of Work to be completed or corrected is received as described in Section 01 77 00, Closeout Procedures, payment commensurate with the outstanding Work remaining will be withheld.
 1. Withheld payments for each incomplete Punch List item will be determined by subtracting progress payments made to date for the item from the Schedule of Values total.
 2. A withheld payment may be withheld until the Punch List item is satisfactorily completed and approved by the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the Work of this Section.

4.02 PAYMENT

- A. No separate payment will be made for the Work of this Section since its cost is incidental to other payment items.

END OF SECTION

SECTION 01 25 00**Substitution Procedures****PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes:
 - 1. Administrative and procedural requirements for substitutions.
- B. Definitions:
- C. Substitutions: Contractor-proposed changes in products, materials, equipment, and methods of construction from those required by the contract documents.

1.02 NOT USED**1.03 NOT USED****1.04 SUBMITTALS**

- A. Substitution Requests: Submit a PDF of each request for consideration. Identify product or fabrication or installation method to be replaced. Include specification section number and title and drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to Engineer.
 - 2. Documentation: Show compliance with requirements and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by Omnitrans and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

- d. Product data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- h. Research/evaluation reports evidencing compliance with building code in effect for project, from a model code organization acceptable to authorities having jurisdiction.
- i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the work, including effect on the overall contract time. If specified product or method of construction cannot be provided within the contract time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
- j. Cost information, including a proposal of change, if any, in the contract sum.
- k. Contractor's certification that proposed substitution complies with requirements in the contract documents and is appropriate for applications indicated.
- l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

PART 2 - PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

- A. Substitutions During Bidding: Omnitrans will consider requests for substitution if received during bidding. Request permission for substitutions from the Omnitrans at least 30 days prior to close of bidding period. If approved, Omnitrans will issue an addendum allowing all bidders to incorporate the requested substitution.
- B. Substitutions After Award of Contract: Substitutions will not be considered after contract award except when the specified product is not available or at the Engineer's sole discretion.

- C. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Omnitrans a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Omnitrans must assume. Omnitrans' additional responsibilities may include compensation to consultants for redesign and evaluation services, increased cost of other construction by Omnitrans, and similar considerations.
 2. Requested substitution does not require extensive revisions to the contract documents.
 3. Requested substitution is consistent with the contract documents and will produce indicated results.
 4. Substitution request is fully documented and properly submitted.
 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 7. Requested substitution is compatible with other portions of the work.
 8. Requested substitution has been coordinated with other portions of the work.
 9. Requested substitution provides specified warranty.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 11. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 10 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 25 days of receipt of request, or 10 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Addendum or Change Order.

- b. Use product specified if Engineer cannot make a decision on proposed substitution within time allocated.

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for work of this section.

4.02 PAYMENT

- A. No separate payment will be made for work of this section.

END OF SECTION

SECTION 01 31 10
PROJECT COORDINATION

PART 1 - GENERAL**1.01 SUMMARY****A. Section Includes:**

1. Requirements for coordinating the Work of this Contract with other work affecting or affected by this Contract.
2. Requirements for coordinating the work of Contractor's employees, Subcontractors, Suppliers, manufacturers, fabricators, and other affected trades.
3. Requests for Information [RFIs].

B. Related Sections

1. Section 01 11 00 – Summary of Work
2. Section 01 31 20 – Project Meetings
3. Section 01 32 50 – Project Schedules and Reports

1.02 PROJECT CONDITIONS

- A. Utility construction and development projects may also occur adjacent to or within the Contract limits of work.
- B. The Agency reserves the right to perform other or Additional Work at or near the site, including any storage site, with forces other than those of the Contractor.
- C. The Contractor shall not make claims against the Agency from any damages or claims that may arise because of inconvenience, delay, or loss solely because of the presence of other contractors working within the Project area.

1.03 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of Notice of Award, submit a list of key personnel assignments, including Contractor's Construction Project Manager (Superintendent) and other personnel in attendance at project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers, and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to project.
 1. Post copies of list in project meeting room and in temporary field office. Keep list current at all times.
 2. Submit resumes for key personnel.

1.04 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the contract documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Frivolous RFIs: Frivolous RFIs include requests for information shown in the contract documents or resulting from Contractor's failure to study and compare contract documents or to coordinate its own work; requests for approval of submittals, substitutions, changes in the work, or adjustment of the contract price or the contract time; and RFIs that are incomplete, contain errors, or include unrelated items. If reviewed, the cost in time and materials on the part of Engineer and related design professionals to review unnecessary or frivolous RFIs will be assessed to the Contractor.
- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Engineer.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification section number, title, and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Price, Contractor shall state impact in the RFI.

13. Attachments: Include sketches, descriptions, measurements, photos, product data, shop drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- D. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.
- E. Engineer's Response: Engineer will review each RFI, determine action required, and respond. Allow ten working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the contract documents.
 - d. Requests for adjustments in the Contract Time or the Contract Price.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Price may be eligible for Contractor to submit a Change Proposal.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Price, notify Engineer in writing within 10 calendar days of receipt of the RFI response.
- F. On receipt of Engineer's response, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven calendar days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use a software log with not less than the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.

4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.
8. Identification of related Minor Change in the Work/Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.05 QUALITY ASSURANCE

- A. Pre-Installation Meetings: Schedule and conduct pre-installation meetings with employees, Subcontractors, Suppliers, manufacturers, fabricators, and other affected trades in accordance with Section 01 31 20, Project Meetings to internally coordinate the Work.
- B. The Engineer may also require that meetings be held with the Contractor, its Subcontractor(s), and others on selective items of Work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 INTERFACE WITH OTHER WORK

- A. General: Coordinate and take the initiative in identifying, defining, and documenting all interface points between the Work of this Contract and adjacent work.
 1. Survey the physical, mechanical, telecommunications and electrical interfaces of related contracts and facilities.
 2. Attend construction progress meetings with the Agency and other contractors, in accordance with the requirements of Section 01 31 20, Project Meetings
 3. Review drawings and contractor submittals from related contracts for adequacy of support for and compatibility with the Work of this Contract, and report any shortcomings of those drawings and submittals to the Engineer.
 4. Document all interface points identified.
- B. Report any shortcomings of interface points and facilities that affect the Work of this Contract to the Engineer.

3.02 COORDINATION

- A. Coordination with other contractors:

1. Whenever the work of other contractors occurs within or next to this Contract work site do the following:
 - a. Cooperate with all other contractors or forces.
 - b. Carry out Work under this Contract in a way that will minimize interference and delay for all forces involved.
 - c. Place and dispose of the materials being used so as not to interfere with the operations of the other contractors or forces.
 - d. Coordinate with other contractors to perform the Work in proper sequence to meet schedule requirements of this and other contracts.
2. If the work performed as a part of this Contract damages the work of another contractor, promptly repair or replace the damaged work at no additional cost.
3. If damage results to the Work of this Contract as a result of another contractor's activities, promptly settle the matter with the other contractor so as not to impact the schedule and warranty provisions of this Contract.
4. If this Contract gives notice that other work may affect the Work of this Contract, take the resulting coordination effort into account, and include resulting costs in the relevant Contract items.

B. Coordination with other Agency contractors:

1. When the Work of this Contract overlaps with other Agency contracts, coordinate the Work with the other contractors and artists working at the construction site, with the Engineer, with the Engineer's inspectors, and with Agency personnel.
 - a. Each contractor involved must submit a current contract schedule for review.
 - b. After this review and consultations, the Engineer will determine if the schedule is acceptable or if corrections are needed to coordinate between contracts.
 - c. The Engineer will resolve any disagreements that may arise among the contractors and artists over the method or order of doing the work.
 - 1) In case of unavoidable interference or schedule impacts, the Engineer will establish work priority, which, in general, will be in the sequence that the contracts were awarded.
 - 2) The Engineer's decision in these matters is final.

C. Coordination with Utilities

1. Unless otherwise shown on the Plans or stated in the Specifications, maintain all utilities whether underground or overhead in continuous service throughout the entire Contract period.

- a. Safeguard and maintain all conflicting utilities shown on the Plans including overhead wires and cables and their supporting poles, whether or not they are inside or outside a proposed open trench.
 - b. The Contractor is responsible and liable for any damages to or interruption of service caused by the construction performed by the Contractor or its Subcontractors.
2. Coordinate the Work of this Contract with local utilities so that interconnections and interfaces to the Work do not delay the Contract and utility service to the community is not adversely impacted.
 - a. Document and meet all requirements of governmental agencies with jurisdiction over utility work, and insure that all required permits have been obtained before connecting permanent and temporary utilities to the Work of this Contract.
 - b. Notify public utilities operating overhead power lines whenever construction operations are within clearance envelopes established by statute.
 - c. Contact the owners of all irrigation facilities, which include ditches, pipes, and structures, and make arrangements for necessary construction clearances.
 - 1) Restore all irrigation ditches, dikes, headgates, pipe valves, checks, and other similar structures that are damaged or removed by the construction to their original condition or better at no additional cost to the Agency.
3. Notify utility companies or other parties being affected by construction through the Engineer, and endeavor to have all necessary adjustments of public or private utility fixtures, pipelines, or other appurtenances made as soon as possible.
 - a. If active underground facilities are encountered during performance of the Work, notify the Engineer immediately.
4. Remove, at no additional cost to the Agency, minor abandoned underground facilities (non-active) uncovered in the normal performance of the Work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the Work of this Section.

4.02 PAYMENT

- A. No separate payment will be made for the Work of this Section since its cost is incidental to other payment items.

END OF SECTION

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SECTION 01 31 20
PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirement for mandatory attendance at project meetings.
2. Responsibilities and authority of each party.
3. Requirement and agenda for a Pre-Construction Meeting.
4. Requirement and agenda for an Initial Safety Meeting.
5. Requirements for Weekly Safety Meetings
6. Requirement and agenda for Job Progress Meetings.
7. Requirements for the Monthly Schedule Update Meeting.
8. Responsibility for minutes of Meetings.
9. Mandatory attendance at Other Meetings.
10. Mandatory attendance at Pre-Installation Conferences.

B. Related Sections:

1. Section 01 20 10 – Measurement and Payment Procedures
2. Section 01 31 10 – Project Coordination
3. Section 01 32 50 – Project Schedules
4. Section 01 33 00 – Submittal Procedures
5. Section 01 44 00 – Quality Assurance and Quality Control

1.02 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00, Submittal Procedures.

1.03 GENERAL MEETING REQUIREMENTS

- A. Participate in all project meetings as specified herein, and attend with appropriate representatives of your own staff, Subcontractors, Suppliers, manufacturers, and fabricators as required.

- B. Come to meetings prepared to discuss the items you have been notified will be on the agenda and those specified below.

1.04 PRE-CONSTRUCTION MEETING

- A. The Engineer will schedule a pre-construction meeting, and will notify all parties concerned of the exact time and place of the meeting.
 - 1. Attendance by the Contractor and his principal Subcontractors at this meeting is mandatory; but at his option the Contractor may also invite additional parties.
 - 2. The Engineer will invite the Agency's Public Relations Manager, Right-of-Way and Utilities Manager, and Design and Construction Manager
 - 3. The pre-construction meeting must take place prior to the start of any of the Work and within 21 Days of the Notice to Proceed.
 - 4. The meeting is typically held at the project site.
 - 5. The Engineer will conduct the pre-construction meeting, and will address the conduct of the job, lines of communications, and the like.
- B. The Meeting Agenda will include the following at a minimum, but is not limited to these items:
 - 1. Establishment of a sound working relationship among all parties, including the Contractor and Subcontractors, the Agency's Public Relations Manager, Right-of-Way and Utilities Manager, and Design and Construction Manager the Engineer's staff, representatives from affected utilities, and other appropriate agencies.
 - a. Designation of Contractor's responsible personnel.
 - b. Distribution and discussion of the list of Subcontractors.
 - 2. Distribution and discussion of the Contractor's Preliminary 90 Day Schedule.
 - a. Discussion of critical Work sequencing.
 - b. Discussion of progress schedules.
 - 3. Distribution and discussion of the Contractor's Preliminary 90-Day Schedule of Values and Section 01 20 10, Measurement and Payment Procedures.
 - a. Discussion of cost and resource loading of the Project Schedule to produce the Schedule of Values.
 - b. Discussion of Payment Requests using the Schedule of Values.
 - 4. Submittal and delivery schedules and procedures.

- a. Submittal of Working Drawings, Shop Drawings, Project Data, and Samples.
 - b. Major equipment deliveries and priorities.
 - c. Materials furnished by the Agency.
 - d. Requirement to provide a Submittal Schedule.
 - e. Requirement to provide a Delivery Schedule.
5. Review of communities' concerns.
 6. Procedures for processing field decisions and Contract Change Orders.
 7. Requirements for maintaining record documents.
 8. Miscellaneous procedures such as safety, recordkeeping, first aid, security, housekeeping, etc.
 9. Location of office and storage areas.
 10. The Agency's use of premises requirements.
 11. Open discussion.
- C. The Engineer is responsible for addressing the following at this meeting:
1. Responsibilities and authorities of the Agency and the Engineer's organization, including the office of the Engineer.
 2. Equal Employment Opportunity (EEO) and affirmative action requirements.
 3. Requirements of labor provisions stipulated by the U.S. Department of Transportation (DOT).
 4. Laws, codes, traffic regulations, permit requirements, and other public agencies' regulations.
 5. Procedures for processing Requests for Information (RFIs), Change Requests, Change Orders, Shop Drawings, Working Drawings, Product Data, and Samples.
 6. Monthly pay estimate cut-off dates.
 7. Partial and final payments.
 8. Community Affairs functions and procedures.
 9. List of dates for generating data for the draft Project Schedule Monthly Update Reports in accordance with Section 01 32 50, Project Schedules and Reports.

- D. The Contractor is responsible for doing the following at this meeting:
1. Ensuring that the Project Manager, General Superintendent, Quality Control Manager, Safety Representative, Traffic Control Supervisor, Equal Employment Opportunity (EEO) Officer, Subcontractor representatives, and Community Affairs representatives attend the meeting.
 - a. Introducing his representatives and briefly describe each person's responsibilities.
 - b. Distributing and discussing a list of major Subcontractors.
 - c. Discussing how the QC management group will perform independently to insure quality in the constructed facilities.
 - d. Submitting the hourly labor wage rates and fringe benefit rates to be used to compensate labor employed to do the Work.
 2. Discussing Construction Schedule status.
 - a. Submitting a preliminary 90-Day Construction Schedule.
 - b. Submitting a preliminary 90-Day Schedule of Values.
 - c. Describing construction sequencing of the entire Contract.
 - d. Discussing deliveries and priorities of major equipment
 - e. Discussing coordination and notification for utility Work.
 - f. Describing temporary lane/street closings and street restoration.
 3. Describing general Work Site layout.
 - a. Discussing use of offices, storage areas, construction areas, and temporary easements.
 - b. Describing haul routes.
 4. Discussing construction methods.
 5. Describing noise, air and water pollution control.
 6. Describing erosion and sedimentation control measures.
 7. Defining housekeeping procedures.

1.05 SCHEDULING MEETINGS

- A. Meet with the Agency within 10 Days after Contract Notice to Proceed and conduct initial review of the Preliminary Schedule of Values.

1. Authorized representative in Contractor's organization designated in writing who will be responsible for working and coordinating with Agency's representative(s) relative to the preparation and maintenance of Progress schedule shall attend initial review meeting.
- B. Contractor shall within 60 days from Notice to Proceed date meet with the Agency to review the Contract Baseline Schedule submittal.
 1. Contractor shall have its Project Manager, General Superintendent, Scheduler, and key subcontractor representatives as required by the Agency, in attendance. The meeting will take place over a continuous one-day period.
 2. The Agency's review will be limited to submittal's conformance to Contract requirements, including but not limited to, coordination requirements. However the review may also include:
 - a. Clarification of Contract Requirements.
 - b. Directions to include activities and information missing from submittal.
 - c. Requests to Contractor to clarify its schedule.
 3. Within 5 days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by the Agency at the Meeting.

1.06 JOB PROGRESS MEETINGS

- A. Unless otherwise directed, the Engineer will hold weekly job progress meetings.
- B. The agenda for weekly job progress meetings will, at a minimum, include the following:
 1. Reviewing "minutes of meeting" of previous meeting(s).
 2. Noting field observations, problems, and decisions taken.
 3. Identifying present problems and planning resolution of each.
 4. Presenting log of outstanding nonconformance reports, planned corrective actions, subsequent operations impacted, and schedule for closure.
 5. Reviewing the status of the Contractor's Project Schedule and Work Plan.
 - a. Provide and present a time scaled three week look ahead schedule that is based on and correlated with the activity numbers and descriptive nomenclature of the accepted Project Schedule.
 - b. Provide a 7-day history documenting the achievements of the past 7 days.
 - 1) Include the as-built schedule for the previous 7-days within the look-ahead schedule.

- c. Discuss the current and previous schedule and work plan and how they relate to actual achievements.
 - 1) Incorporate the Agency's comments into the as-built schedule for the previous 7-days.
 - 2) Expedite the Work to completion within the Project Schedule.
- d. Plan progress of the Work for the next work period and assess its effect on the related Work of others.
 - 1) Present the Contractor's look-ahead schedule of the work plan for the next 21 days.
 - 2) Pre-plan and discuss preparatory phase meetings as required by Section 01 44 00 as part of the Three-Phase Inspection and Testing Program.
 - a) Notify the Engineer at least 48 hours in advance of all preparatory phase meetings.
- 6. Reviewing safety status.
- 7. Reviewing status of other Contractors work in regards to shared access.
- 8. Coordinating occupancy arrangements and access requirements with the Engineer.
- 9. Reviewing the status of progress payment requests, change proposals and Change Orders, submittals, and requests for information.
- 10. Reviewing other outstanding issues.
- 11. Providing current as-built drawings to the Engineer for review.

1.07 MONTHLY SCHEDULE UPDATE MEETINGS

- A. Unless otherwise directed, the Engineer will hold Monthly Schedule Update Meetings to be attended by the Agency, the Contractor, and applicable Subcontractors.
- B. The draft Monthly Update Report will be reviewed at this meeting in accordance with Section 01 32 50.
- C. At this meeting, the following items will be reviewed: Percent complete of each activity, Time impact evaluations for Change Orders and Time Extension Request; actual and anticipated sequence changes; actual and anticipated contractor delays. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum these meetings shall be attended by Contractor's General Superintendent and Scheduler. Contractor should plan on meeting taking no less than four hours.

- D. After job progress status is established, submit the Project Schedule Monthly Update Report and the progressed Schedule of Values, which will be used as the Progress Payment Request.

1.08 PRE-INSTALLATION MEETINGS AND CONFERENCES

- A. Schedule and conduct pre-installation meetings with your employees, Subcontractors, Suppliers, manufacturers, fabricators, and other affected trades.
 - 1. Schedule pre-installation meetings for each activity affecting proper sequencing of the Work.
 - 2. Hold pre-installation meetings for activities well in advance of submittal dates for related shop drawings, and according to early start dates for the activity established in the approved Contract Schedules required under Section 01 32 50, Project Schedules and Reports, so the activity is not delayed.
 - 3. Conduct preparatory phase meetings as required by Section 01 44 00 as part of the Three-Phase Inspection and Testing Program.
 - a. Prepare all documentation and procedures in advance for presentation at the meeting; including, but not limited to, copies of drawings and Plans, Specifications, submittals, certifications, inspection and test procedures, and other pertinent documentation for use during the meeting.
 - b. Complete the Preparatory Phase Checklist and Quality Control Inspection Checklist/Procedure forms as appended to Section 01 44 00, Quality Assurance and Quality Control, for each preparatory phase meeting.
- B. The Engineer may also require that pre-installation conferences be held with the Contractor and the Subcontractor(s) on selective items of Work.

1.10 OTHER MEETINGS

- A. In addition to the regularly scheduled meetings, ad-hoc meetings may be called to address significant matters or situations that have a bearing on the successful prosecution of the Work. On an as needed basis, meetings may be called to discuss issues with representatives of local jurisdictions, public involvement and communications representatives or other agencies involved with the Project.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the Work of this Section.

4.02 PAYMENT

- A. No separate payment will be made for the Work of this Section because its cost is incidental to other payment items.

END OF SECTION

SECTION 01 32 50**PROJECT SCHEDULES AND REPORTS****PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes:**

1. Qualifications for Contractor's Scheduler
2. Requirements for adequate planning, scheduling, managing, and execution of the Work.
3. Requirement for Preliminary 90-Day Schedule.
4. Requirement for Contract Baseline Schedule.
5. Requirement for Monthly Update Reports, including, Monthly Update Schedules, Resource, Cost and Payment Request Reports.
6. Requirement for Recovery Schedules.
7. Requirement for Time Impact Evaluations.
8. Requirement for As-Built Schedule.
9. Process for obtaining contract time adjustments.
10. Suspension of payments for failure to submit a Project Schedule.

B. Related Sections:

1. Section 01 20 10 – Measurement and Payment Procedures
2. Section 01 31 20 – Project Meetings
3. Section 01 33 00 – Submittal Procedures
4. Section 01 78 90 – Contract Record Documents

1.02 DEFINITIONS

- A. Activities are defined as discrete items of Work that must be accomplished under the Contract, and when complete, produce definable, recognizable entities or stages within the Project.
- B. Activity durations are defined as the total number of actual working Days required to perform that activity.

- C. Contract Float is defined as the time between the scheduled completion of the work and the Contract Milestones.
- D. The Project Schedule is defined to collectively include the Preliminary 90-Day Schedule, Contract Baseline Schedule, Monthly Update Schedules and Status Reports, and subsequent revisions to the Project Schedule all as described in this Section.
- E. CPM refers to the Critical Path Method of construction scheduling wherein any delay to an activity on the critical path will result in a delay to a Contract Milestone.
- F. Near-critical paths are defined as those paths having 10 days or less of float at the time the Contract Baseline Schedule is submitted.
- G. Project Control Guidelines refer to the Agency instructions for format and detail of the Schedule.
- H. Payment Request is the invoice submitted by the Contractor to request payment from the Agency.
- I. The Agency is Omnitrans and shall include their authorized representatives.

1.03 SUBMITTALS

- A. Submit the following information in accordance with the requirements of Section 01 33 00, Submittal Procedures.

1.04 QUALIFICATIONS

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of Primavera Project Planner. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose. Within five days after the Notice to Proceed, the Contractor shall provide the Agency a written confirmation that Contractor has the required personnel under its employment or that Contractor has employed the required CPM consultant. Written confirmation shall:
 - 1. Identify the individual who will perform CPM scheduling.
 - 2. Verify the individual's capability and a minimum three years experience by describing construction projects on which the individual has successfully applied computerized CPM scheduling techniques.
 - a. Include at least two projects of similar nature, scope and value not less than three fourths the Total Bid Price of this Project.
 - b. Provide contact persons for referenced projects with current telephone and address information.
- B. The Agency reserves the right to reject Contractor's scheduler, or consultant at any time. The Agency also reserves the right to refuse replacement of the Contractor's

scheduler or consultant, if it believes such replacement will negatively affect the Contract.

PART 2 - EXECUTION

2.01 GENERAL

- A. The Contractor shall take responsibility for planning, scheduling, managing, and executing the Work in accordance with the Contract.
 - 1. Use the last accepted and updated Project Schedule for planning, scheduling, managing and executing the Work to be accomplished.
- B. Contractor shall provide the Project Schedules described herein to enable the Agency to evaluate Work progress, determine payment, evaluate the cost of schedule recovery and make Contract time adjustments.
 - 1. The Project Schedule is the basis for measuring Contractor progress. All progress payments will be derived from and tied to the cost-loaded schedule activities.
 - 2. Lack of an accepted schedule will result in an inability of the Agency to evaluate Contractor's progress for the purpose of payment.
 - 3. Failure of the Contractor to provide all information, as required by the Contract, shall result in the rejection of the entire Project Schedule submittal and the inability of the Agency to evaluate the Contractor's progress for payment purposes.
- C. Project Schedules shall be based on and incorporate Contract Milestones and completion dates specified in the Contract Documents.
- D. Overall time of completion for each milestone shown in the Project Schedules shall adhere to times in the Contract Documents, unless an earlier (advanced) time of completion is requested by the Contractor and agreed to by the Agency. For any such agreement:
 - 1. The Agency is not required to accept an early completion schedule, i.e., one that shows completion dates earlier than the Contract Milestones.
 - 2. The Contractor shall not be entitled to extra compensation in the event an agreement is reached on an early completion schedule and the Contractor completes its Work, for whatever reason, beyond the completion date shown in the early schedule but within the Contract Milestones.
 - 3. A schedule showing the work completed earlier than the specified Contract Milestones provided in the Contract Documents, which has been accepted by Agency, shall be considered to have Project Float. Project Float is the time between the scheduled completion of the work and the Contract Milestones. Project Float is a resource available to both the Agency and the Contractor.

4. A Baseline CPM Schedule showing work completed later than the specified Contract Milestones provided in the Contract Documents will not be accepted by the Agency.
- E. Float Ownership: Neither the Agency nor the Contractor owns float. The Project owns the float. As such, liability for delay of Contract Milestone dates rests with the party whose actions, last in time, actually cause delay to the Contract Milestone dates.
- F. The Contractor shall transmit all project schedules to the Agency in PDF and in editable file.
- G. Each schedule file submitted shall have a name related to the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Agency for acceptance. The naming convention shall be submitted with the Preliminary 90-Day Schedule.
- H. Upon award of the Contract, Contractor shall immediately commence with the development of the Preliminary 90-Day Schedule and Contract Baseline Schedule to ensure compliance with the CPM schedule submittal requirements.
- I. Notwithstanding the acceptance of the Project Schedule submittal, failure to include any element of Work required for performance of this Contract or to complete any activity within the time indicated in the Project Schedule will not excuse the Contractor from timely completion of Work required to achieve the Contract Milestones. If the Contractor has failed to incorporate any element of Work, the Contractor shall incorporate that element of work into the Project Schedule with no impact to the Contract Milestones.

2.02 REQUIRED LEVEL OF DETAIL

The Project Schedules shall include an appropriate level of detail, with the minimum requirements specified herein. Failure to develop or update the Project Schedule or provide data to the Agency at the appropriate level of detail, as specified by the Agency, shall result in the rejection of the schedule. The Agency will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedules:

- A. No activity in the schedule shall have duration greater than 15 working days, with the exception of submittal, review, fabrication and procurement activities, unless otherwise accepted by the Agency. Activity durations shall be the total number of actual working days required to perform that activity. The Contractor shall further break down any activities as requested by the Agency. Activity durations shall be the total number of actual working days required to perform that activity.
- B. Activity Identification (ID) and Description
 1. Activity ID Numbering. The Contractor shall submit a scheme for creating Schedule Activity IDs. Activity ID Numbers shall not be modified or deleted without prior written acceptance by the Agency. Schedule Activity IDs and the

corresponding Schedule of Values shall have the same identification numbers. Schedule activities may be a further breakdown of the Schedule of Values items, but must follow the same base numbering format. The activity ID numbering scheme shall be submitted with the Preliminary 90-Day Schedule.

2. Activity Description. Each activity shall have a narrative description consisting of a verb or work function (i.e. form, pour, excavate), an object (i.e. slab, footing, rail), and location (i.e. 3rd floor, Central Ave., northeast quadrant).
 - a. Activity descriptions for each unique Activity ID shall not be changed during the contract without the prior written acceptance of the Agency.

C. Schedule Software Settings and Restrictions

1. Activity Constraints:
 - a. Date constraints, other than those required by the Contract, will not be allowed unless accepted by the Agency.
 - b. Contractor shall identify any constraints proposed and provide an explanation for the purpose of the constraint in the Narrative Report.
2. Lags:
 - a. Lags will not be used when the creation of an activity will perform the same function (e.g., concrete cure time).
 - b. Lag durations contained in the Project Schedule shall not have a negative value.
 - c. Contractor shall identify any lag proposed and provide an explanation for the purpose of the lag in the Narrative Report.
3. Default Progress Data Disallowed:
 - a. Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in the CPM scheduling software system.
 - b. Actual Start and Actual Finish dates on the CPM schedule shall match the dates provided from Contractor Quality Control and Production Reports. These reports will be the sole basis for updating the schedule.
 - c. Work activities shall be updated by actual work progression rather than being cash flow driven.
4. Software Settings:
 - a. The updating of percent of complete and remaining durations of activities in progress shall be independent functions; program features that calculate one of these parameters from the other shall be disabled.

- b. Schedule calculations and Out-of-Sequence progress (if applicable) shall be handled through Retained Logic, not Progress Override.
 - c. All activity durations and float values will be shown in days; time will not be shown in the duration display.
 - d. Date format will be DDMMYY (i.e., 27DEC12).
 - e. Default activity type will be set to "Task".
- D. Permitting Activities. Permitting activities, including necessary conferences and follow-up actions shall be integrated into the schedule.
- E. Submittals. All Contractor submittals shall be incorporated into the schedule and show a relationship with the appropriate review, procurement, construction, and installation activities.
- F. The Agency and other agency Activities. The Agency and other agency activities that could impact progress shall be shown in the schedule. Agency activities shall also include activities for predecessor contract restraints if applicable.
- G. Project Work Calendars. The schedule shall contain the appropriate work day calendars showing Contractor non-work days including weekends and holidays.
- 1. Employ different work calendars for differing work week conditions.
 - 2. Start all work calendars on Monday and end on Sunday.
 - 3. List all of the Contractor's non-work days and discuss the various calendars in the narrative report accompanying the submittal of the Contract Baseline Schedule.
- H. Standard Activity Code Dictionary. Submit a coding system for the Preliminary 90-Day Schedule and Baseline Schedule that shall be used throughout the project. List the values for each activity code category and translate those values into project specific designations. Once accepted, the coding system will be used for the duration of the project. This activity coding system shall include the following at a minimum:
- 1. Responsibility. All activities shall be identified in the Project Schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code
 - 2. Work Areas. All activities shall be identified in the Project Schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3. Bid Item. All activities shall be identified in the Project Schedule by the Bid Item to which the activity belongs. The Bid Item for each appropriate activity shall be identified by the Bid Item Code.
4. Follow the Agency's Project Control Guidelines to this Specification. The guidelines establish project coding, terminology, and Primavera Project Planner methodology for combining Contractor's schedules with the Master Program Schedule and Database.

2.03 COST AND RESOURCE LOADING

The Project Schedules shall be cost and resource loaded as follows:

- A. Schedule of Values (Cost-Loaded Activities). The CPM schedule shall be cost loaded based on the schedule of values accepted by the Agency. Schedule of Values shall be implemented in the Project Schedule as cost-loaded activities and shall adhere to the requirements of Section 01 20 10, Measurement and Payment Procedures.
 1. All schedule activities that have been cost loaded for payment request purposes shall be assigned a resource, resource quantity and resource unit of measure correlating to either the appropriate bid item quantity and unit of measure or appropriate subdivision thereof.
 2. This cost loading shall be used to generate periodic progress payments requests. The Payment Request Report is further discussed under Monthly Update Report and Payment Request.
 3. Percent complete for cost-loaded activities shall be derived from quantity of units installed and accepted, divided by total units in accordance with the Schedule of Values.
- B. Resource Loading Activities. All activities shall have an estimate of the average number of workers identified per day by craft and the major construction equipment that is expected to be used during the execution of the activity. The Contractor may use manpower or equipment restraints to optimize and level manpower and equipment requirements. However, when this leveling technique is used in establishing the Contract Baseline Schedule, it shall be reflected in the logic with restraints identified as "restraint - - for manpower or equipment leveling purposes only." Critical or near-critical paths resulting from the use of manpower restraints shall be kept to a minimum.
 1. Labor Resource Loading
 - a. As part of the Project Schedule development, each construction activity shall have an estimate of the number of workers per day by trade.
 - b. Include in the resource dictionary a name description of the different trades to be employed during the project.
 - c. If no workers are required for an activity, then the activity shall be identified as using zero workers per day.

2. Equipment Resource Loading

- a. As part of the Project Schedule development, each construction activity shall have an estimate of the major pieces of equipment used per day.
- b. Include in the resource dictionary a description of the major items of construction equipment that are planned to be used during the project. The description shall include the type and capacity of the equipment.
- c. If no equipment is required for an activity, then the activity shall be identified as using zero equipment per day.

2.04 PRELIMINARY 90-DAY SCHEDULE

- A. Prepare a Preliminary 90-Day (3-Month) Schedule covering the first 90 Calendar Days following the Notice-to-Proceed (NTP) and submit it to the Agency at the Pre-Construction Meeting as required by Section 01 31 20, Project Meetings.
 1. The Preliminary 90-Day Schedule shall incorporate the Preliminary Schedule of Values.
 2. All reports required as part of the Contract Baseline Schedule shall be provided as part of the Preliminary 90-day schedule submittal.
 3. The Preliminary 90-Day Schedule shall be time-scaled and shall show interdependency of activities.
 4. Show the schedule logic and all critical activities on the Preliminary 90-Day Schedule.
 - a. Show all activities that will or may affect completion dates including, but not limited to, design, planning, mobilization, sequence of early operations, submittals, procurement, fabrication, and construction.
 - b. Identify activities and Milestones that will or may affect, or be affected by, the activities of the Agency, public utilities, and/or other third parties.
 - c. Show Work beyond 90 calendar days in summary form. In the Preliminary 90-day schedule only, these summary activities may exceed the maximum activity duration of 15 working days. However, the Contractor shall provide a further detailed breakdown of these activities in the Contract Baseline Schedule or as requested by the Agency upon review.
 5. Include a narrative describing the Contractor's approach to design, mobilization, procurement, and construction during the first 90 Calendar Days after the NTP.
 - a. Elaborate on the basis for durations, production rates, and equipment to be used.
 - b. Identify major assumptions used to develop the schedule.

- B. Within 7 Calendar Days after receipt, the Agency will respond with either acceptance or direction to amend and resubmit.
- C. All requirements in Section 3.06, Monthly Update Report and Payment Request shall be based on the Preliminary 90-day schedule for the first 90 calendar days. The progress payment request shall be derived from the Preliminary 90-day schedule for the first 90-calendar days.
- D. If, during the first 90 calendar days after NTP, the Contractor is of the opinion that any of the Work included on its Preliminary 90-Day Schedule has been impacted, causing an impact to the critical path, the Contractor shall submit to the Agency a written Time Impact Evaluation (TIE). The TIE shall be based on the most current update of the Preliminary 90-Day Schedule that has been accepted by the Agency. The Contractor shall also provide to the Agency a recovery schedule or mitigation plan as applicable.
- E. Incorporate unchanged the Preliminary 90-Day Schedule logic, sequence and durations for activities into the Contract Baseline Schedule at the time the Contract Baseline Schedule is submitted.

2.05 CONTRACT BASELINE SCHEDULE

- A. Develop and submit a Contract Baseline Schedule which includes a CPM Network Diagram, computer generated reports, a computer generated cash flow, direct labor and equipment usage curves, and a narrative describing the Contractor's approach for meeting the Contract Milestone dates.
- B. The submittal and review of the Contract Baseline Schedule will follow the time frames established below.
 - 1. Submit the Contract Baseline Schedule to the Agency no later than 60 calendar days after the date of Notice-To-Proceed (NTP). Use the NTP date as day number one and the data date.
 - 2. Within 21 calendar days after receipt of the submittal the Agency will respond with an appraisal and evaluation containing either acceptance or direction to amend and resubmit.
 - 3. Immediately upon receipt of comments from the Agency, confer with the Agency's designated representative on the appraisal and evaluation of the proposed Contract Baseline Schedule.
 - 4. Make necessary changes resulting from this review, and resubmit the Contract Baseline Schedule for acceptance within 7 calendar days of receipt of comments from the Agency.
 - 5. If the schedule is not accepted on re-submittal, make all changes requested by the Agency. The Agency may accept the schedule with conditions that the first monthly Project Schedule Update be revised to correct deficiencies identified.

6. The Agency reserves the right to require the Contractor to adjust, add to, or clarify any portion of the schedule which may later be discovered to be insufficient for monitoring of Work or favorable review of progress payment requests. No additional compensation will be provided for such adjustments, additions or clarifications.
- C. Contract Baseline Schedule Detailed Requirements. The Contract Baseline Schedule shall meet the following requirements:
1. Develop activities to include Contract deliverables, such as but not limited to, the submittal and review of CDRLs, permit applications and variances, Samples of Materials, Shop Drawings, design drawings and Specifications, Working Drawings, Inspection and Test Plans, Quality Assurance/Quality Control Activities, Safety and Security Plans, and Work Site control Plans.
 - a. Show processing/review duration times for submittals and shop drawings for all Contract-required material and equipment. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected submittal acceptance or procured item delivery dates. Allow for submittal review time by the Agency as provided in the Contract.
 - 1) Include time for submittals, possible re-submittals, and reviews by the Agency. Coordinate with accepted schedule for submission of shop drawings, samples and other submittals.
 - 2) Contractor shall be responsible for all impacts resulting from resubmittal of rejected shop drawings and submittals.
 - 3) The Agency shall not be responsible for any impacts resulting from submittal and shop drawing review, if the review time frame, in accordance with the Contract, is not incorporated in the schedule.
 2. Include separate Activities for the procurement of critical Materials and equipment, fabrication of special Materials and equipment and their installation and testing, and delivery of the Agency-furnished items.
 - a. Show procurement of major equipment, through receipt and inspection at the jobsite, identified as separate activities.
 - 1) Include time for fabrication and delivery of manufactured products for the Work.
 - 2) Show dependencies between procurement and construction activities.
 3. Include Agency activities that may impact other schedule activities, and those of affected utilities and other similarly involved third parties. Show the interface with the work of other contractors.

4. Show activities for maintaining Contract Record Documents as explained in Specification Section 01789.
 5. Allow at least 20 working days for developing punch list(s), completion of punch list items, and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
 6. Provide the Project Schedule with the capability to generate and update cash flow forecasts and progress payment requests.
 7. Show dependencies or relationships between activities.
 8. Clearly identify the Critical Path activities, including critical paths to Contract Milestone dates. Provide a network diagram showing the critical path activities and their relationship to the Contract Milestones. No more than 25 percent of the activities shall be critical or near critical.
 9. Use scheduled start or completion dates consistent with Contract Milestone dates provided in SPECIAL PROVISIONS and other restrictions.
 - a. Contract Milestone dates are the milestone dates specified in the Special Provisions.
 - b. Prominently identify and connect Contract Milestone activities to the work appropriate activities.
 10. Show detailed subcontractor Work activities. In addition, furnish for each subcontractor and supplier, submitted on subcontractor or supplier letterhead a statement certifying that subcontractor or supplier concurs with Contractor's Project Schedule and that subcontractor's or supplier's related schedules have been properly incorporated.
- D. Reports and Curves: The Contract Baseline Schedule submittal requires reports as described below:
1. Narrative. Submit a written narrative discussing basic assumptions; historic project comparisons; productivity and installation rates; construction staging plans; maintenance of traffic; quantities; manpower and crew development; construction equipment planned; critical path activities and why they are critical; activities requiring overtime or additional shifts; weekends, holidays and special non-workdays; schedule calendars; potential problem areas; permits; coordination required with the Agency, utilities or any other parties; long lead delivery items; and other elements related to developing the schedule and determining activity durations. Describe the approach for meeting the required Contract Milestone dates.
 2. Schedule Plots. The following time scaled network diagrams shall be provided showing activities and their logical relationships:
 - a. Critical Path Bar Charts. The longest path bar charts shall show the critical path (longest path) to each of the contract milestones.

- b. Critical Path Logic Diagram. The diagram shall be generated using the PertView function and shall show the relationships between each activity on the critical path to each of the contract milestones.
 - c. Project Schedule by Work Area The bar chart shall show the complete project schedule, through the entire project timeline with all activities. The schedule shall be grouped by Work Area, and then sorted by early start, then by early finish, then by total float. Critical paths shall be clearly highlighted.
 - d. Three Month Look Ahead Schedule. The bar chart shall show the scheduled project activities for three months ahead of the data date and one month progress prior to the data date. The schedule shall be grouped by Area, and then sorted by total float, then by early start, then by early finish.
 - 1) The schedule plots described above shall all contain the following fields for each activity: activity ID, activity description, original duration, remaining duration, % complete, early start, early finish, late start, late finish, and total float.
3. Schedule Reports. Provide the following schedule reports:
- a. Activity Report. Provide a schedule report sorted by activity ID.
 - b. Predecessor/Successor Report. Contains activities as shown on the Project Schedule sorted in order of ascending activity number, and identifies detailed predecessor and successor activities.
 - c. Reports shall contain the following information; Activity ID number, Activity description, Estimated original duration, estimated remaining duration, computed or specified early start date, computed early finish date, computed late start date, computed or specified late finish date, and total float.
4. Payment Request. The Payment Request shall be a compilation of the Contractor's basis for Payment Earnings on the project from the Notice to Proceed until the completion of the Contract.
- a. This Payment Request shall reflect the budgeted Payment Earnings of specific activities based the cost loading of the schedule.
 - b. This report shall serve as the Contractor Payment Request form. Contractor shall provide the payment request in the form and format required by the Agency in accordance with the Contract Documents. This form, once accepted, shall be updated and submitted as the Monthly Payment Request Report. As a minimum, Contractor's invoice will be expected to provide the information specified below.
 - c. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide for a bid item percent

complete; and sum all bid items to provide for a total project percent complete. The printed report shall contain, for each bid item:

- 1) Bid Item Number
 - 2) Pay Item Number
 - 3) Activity ID Number
 - 4) Activity Description
 - 5) Original Contract Amounts: Unit of Measure, Quantity, Unit Price, Bid Amount. Bid amount shall be the bid price or appropriate subdivision of a bid item amount per the schedule of values.
 - 6) Earnings This Period: Quantity and Amount Earned this period (0 in the Baseline Schedule).
 - 7) Earnings Last Period: Quantity and Amount Earned last period (0 in the Baseline Schedule).
 - 8) Earnings To-Date: Quantity, Amount Earned and Percent Complete (based on cost) To Date (0 in the Baseline Schedule).
- d. Accumulated retention and other deductions and withholdings, in accordance with the Contract, shall be shown as separate items in the Payment Request Report.
5. Cost Reports. Provide the following cost reports:
- a. Costs by Cost Accounts Reports. Provide a report showing all costs distributed among the Agency's cost accounts in accordance with the Agency's cost accounting methodology provided in the Project Control Guidelines. The cost account reports to be provided include:
 - 1) Cost account report sorted by cost account number, then bid item,
 - 2) Cost account report sorted by bid item number, then cost account number.
 - b. Cash Flow Report. Report calculated by early start, late start and indicating actual progress. This report shall show the planned cash flow versus actual cash flow as of the report period, including a forecast of cash flow for the remaining Contract duration. Provide an exhibit depicting this information in a graphic form.
6. Cost Reports. Provide the following cost reports:
- a. Direct Labor workers/day and Equipment/day Report: Contains Activities as shown on the Project Schedule listed in order of ascending Activity number, and identifies the total direct labor workers/days by craft and equipment/day by type for each activity.

- b. Project Direct Labor workers/day by craft curve: Display by month the cumulative direct labor usage planned for the duration of the Contract.
 - c. Project Equipment/day by type usage curve: Display by month the cumulative direct equipment usage planned for the duration of the Contract.
7. Submit a PDF of the Contract Baseline Schedule. Use the same data date irrespective of the dates on which the individual documents of the Contract Baseline Schedule were prepared.
8. Provide a PDF of the following:
 - a. Editable schedule files.
9. The Project Schedule will be updated monthly in the Monthly Update Report. The last accepted Project Schedule shall serve as the baseline from which changes in durations and logic will be determined. The Contractor shall specifically identify in the monthly report narrative and obtain prior acceptance of all proposed changes including added or deleted activities, duration changes and logic changes.

2.06 MONTHLY UPDATE REPORT AND PAYMENT REQUEST

- A. The Monthly Update Report shall include the Monthly Update Schedule, Payment Request Report, Cost and Resource Reports.
- B. Prepare and submit the Monthly Update Report to update the Project Schedule and serve as the Contractor's Progress Payment Request.
 1. Each Project Schedule update shall be complete, including updated information for all items required for the Contract Baseline Schedule.
 2. Each Project Schedule update shall continue to show all work activities including those already completed. These completed activities shall accurately reflect "as-built" information by indicating when activities were actually started and completed and shall show corrected as-built logic.
 3. If an activity is closed and work is later restarted, a supplemental activity without pay will be created to track the work.
 4. The update will show the latest accepted Project Schedule update as the Target 2 and the Baseline Schedule as the Target 1.
 5. Incorporate all Agency-accepted schedule revisions throughout the report.
 6. Activity Actual Start dates and or Actual Finish Dates shown in the Schedule Updates and Reports shall not be shown to occur on or later than the data date.
 7. Prepare the report using data generated as of the "data date" assigned by the Agency for the reporting period in question.

- a. Use the same data date for all documents in a single Monthly Update Report irrespective of the dates of preparation of the individual documents.
 - b. The Agency will provide the list of “data dates” at the Pre-Construction Meeting.
- C. Use the Monthly Update Schedule to generate the progress payment request using output from the Primavera scheduling software.
- D. Monthly Update Report Contents. The Monthly Updated Report shall be an updated CPM Network Diagram of the last accepted Project Schedule. If the Monthly Update Report indicates an actual or potential delay to the Contract Milestone dates as specified in Special Provisions, identify the problem, cause, and the activities affected within the narrative, regardless of responsibility for the delay, and propose a method or methods to mitigate the delay for discussion with the Agency. If a delay is caused by the Contractor, a Recovery Schedule shall subsequently be prepared and submitted. If a delay has been caused by the Agency a formal notice of delay shall be provided and a TIE prepared.

The Monthly Update Report shall include:

1. Narrative. A narrative identifying the work actually completed and reflecting the progress along the critical path in terms of Days ahead of or behind the Contract Milestone dates as specified in the Special Provisions. The narrative report shall discuss:
 - a. Schedule Status. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the Project will be brought back on schedule if delays have occurred.
 - b. Critical Path Progress. Progress made on critical activities indicated on the Project Schedule. Provide a list of critical activities scheduled to be performed next month.
 - c. Procurement Status. Provide the status of major material and equipment procurement.
 - d. Delays During the Reporting Period. Describe any new delays encountered during the reporting period.
 - e. Schedule Revisions. Description of the Agency accepted schedule revisions incorporated in the schedule, including changes to logic or to activity durations.
 - f. Additional Information. Contractor may include any other information pertinent to the status of the Project and shall include additional status information requested by the Agency at no additional cost.
2. Schedule Plots. The following time scaled network diagrams shall be provided showing activities and their logical relationships:

- a. Critical Path Bar Charts. The longest path bar charts shall show the critical path (longest path) to each of the contract milestones.
 - b. Critical Path Logic Diagram. The diagram shall be generated using the PertView function and shall show the relationships between each activity on the critical path to each of the contract milestones.
 - c. Critical Path Progress Chart. The bar chart shall show the progress along the critical path from the previous month's schedule.
 - d. Project Schedule by Work Area. The bar chart shall show the complete project schedule, through the entire project timeline with all activities. The schedule shall be grouped by Area, and then sorted by early start, then by early finish, then by total float. Critical paths shall be clearly highlighted.
 - e. Three Month Look Ahead Schedule. The bar chart shall show the scheduled project activities for three months ahead of the data date and one month progress prior to the data date. The schedule shall be grouped by Area, and then sorted by total float, then by early start, then by early finish.
 - 1) The schedule plots described above shall all contain the following fields for each activity: activity ID, activity description, original duration, remaining duration, % complete, early start, early finish, late start, late finish, and total float.
3. Schedule Reports. Provide the following schedule reports:
- a. Activity Report. Provide a schedule report sorted by activity ID.
 - b. Predecessor/Successor Report. Contains activities as shown on the Project Schedule sorted in order of ascending activity number, and identifies detailed predecessor and successor activities.
 - c. Schedule Revision Report. Provide a schedule report showing and highlighting added, deleted or changed activities, along with any revised logic.
 - d. Reports shall contain the following information; Activity ID number, Activity description, Estimated original duration, estimated remaining duration, computed or specified early start date, computed early finish date, computed late start date, computed or specified late finish date, and total float.
4. Payment Request. The updated Payment Request form, as accepted in the Contract Baseline Schedule submittal, shall serve as the Monthly Payment Request. The report shall be a compilation of the Contractor's Total Payment Earnings on the project from the Notice to Proceed until the most recent Monthly Schedule Update Meeting. This report shall reflect the current month's Payment Earnings of specific activities based on the progress made in the field and accepted by the Agency at the most recent Monthly Schedule Update Meeting.

Provided that the Contractor has provided a complete schedule update, this report shall serve as the Contractor Payment Request.

5. Cost Reports. Provide the following cost reports:
 - a. Costs by Cost Accounts Reports. Provide a report showing all costs distributed among the Agency's cost accounts in accordance with the Agency's cost accounting methodology provided at the Pre-Construction Meeting. The cost account reports to be provided include:
 - 1) Cost account report sorted by bid item, then cost account number.
 - 2) Cost account report sorted by cost account number then bid item.
 - 3) Cost account report sorted by cost account number.
 - b. Cash Flow Report. Report calculated by early start, late start and indicating actual progress. This report shall show the planned cash flow versus actual cash flow as of the report period, including a forecast of cash flow for the remaining Contract duration. Provide an exhibit depicting this information in a graphic form.
6. Resource Reports. Provide the following resource reports:
 - a. Updated Direct Labor workers/day and Equipment/day Report: Contains Activities as shown on the Project Schedule listed in order of ascending Activity number, and identifies the total direct labor workers/days by craft and equipment/day by type for each activity.
 - b. Project Direct Labor workers/day by craft curve: Provide an updated Direct Labor Hour Curve displaying the cumulative planned hours versus actual data as of the report period, including a forecast of direct labor hours for the remaining Contract duration. Provide an exhibit depicting this in graphic form.
 - c. Project Equipment/day by type usage curve: Provide an Updated Project Equipment Hour Curve displaying the cumulative planned hours versus actual data as of the report period, including a forecast of equipment hours for the remaining Contract duration. Provide an exhibit depicting this information in graphic form.
7. Submit a PDF of the Monthly Update Report.
 - a. Use the same data date irrespective of the dates on which the individual documents of the Project Schedule were prepared.
8. Provide a PDF including the following:
 - a. Editable schedule file.
 - b. A copy of all reports and plots submitted in PDF format.

9. In addition to the above reports, the Agency may request, from month-to-month, any two reports as specified by the Agency, which may include, but are not limited to:
 - a. Activities by early start.
 - b. Activities by late start.
 - c. Activities grouped by subcontractors and/or selected trades.
 - d. Activities with scheduled early start dates in a given time frame, such as 15 or 30 day outlook.
- E. The Agency may direct that additional update reports be prepared in accordance with this Article, and may call for more frequent status meetings.
 1. Preparation and submittal of additional update reports will not be required more frequently than weekly.
 2. Prepare such additional reports and attend meetings at no additional cost to the Agency.
- F. The Contractor shall submit a draft Monthly Update Report at the Monthly Schedule Update meeting in accordance with Specification Sections 01 20 10 and 01 31 20. The Contractor shall incorporate Agency comments into the Monthly Update Report for submittal. Once accepted by the Agency, the Monthly Update Report shall serve as the Contractor's Payment Request.
- G. Monthly Update Reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation. These shall be provided separately and pursuant to their respective contractual requirements.
- H. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to the Agency by the Contractor under this Contract, nor the Agency's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying, in any way, the Contract Milestones or of modifying or limiting, in any way, the Contractor's obligations under this Contract.

2.07 PROJECT SCHEDULE REVISIONS

- A. Updating the Project Schedule to reflect actual progress shall not be considered revisions to the Project Schedule.
- B. To justify revisions to the accepted Project Schedule, the Contractor shall provide the Agency with a written narrative and separate fragnet for review and acceptance prior to incorporation into the current Project Schedule update. The written narrative shall provide a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, including the addition of activities into a sequence, the Contractor shall provide a separate schedule diagram (fragnet), with the following minimum components:

1. The fragnet shall be a CPM Network Diagram showing revised and affected activities.
2. The Contractor shall compare the original sequence to the revised sequence of work.
3. Each fragnet used to develop such revisions shall demonstrate the impact of the revision on the last accepted Project Schedule. The fragnet shall show the relationship of all schedule revisions to the critical path.
4. An Activity Report and Predecessor/Successor Report as specified in Section 01 32 50 for all revised and affected activities shall be provided.

The Contractor shall provide the written narrative and schedule diagram for revisions a minimum of 2 working days in advance of the Monthly Schedule Update Meeting.

- C. Unexecuted Change Order work shall not be incorporated into the schedule. Only after a Change Order has been favorably reviewed and accepted can the changes to the schedule be made. Incorporation of a Change Order into the Project Schedule shall not impact the Critical Path unless the Time Impact Evaluation, demonstrating the impact to the Critical Path, for the Change Order has been accepted. If a Time Impact Evaluation for a Change Order has not been submitted prior to execution of the Change Order, the Change Order shall be incorporated into the schedule without impact to the Critical Path.
- D. Schedule revisions shall not be incorporated into any Project Schedule update until the revisions have been reviewed and accepted by the Agency. The Agency may request further information and justification for schedule revisions and the Contractor shall, within 3 working days after the date of such request, provide Agency with a complete written narrative response to the Agency's request. If requested, the narrative shall be accompanied with revised or further detailed fragnet schedules as requested by the Agency.
- E. If the Contractor's revision is still not accepted by the Agency, and the Contractor disagrees with the Agency's position, the Contractor has 7 calendar days from receipt of the Agency's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within the above 7 calendar days shall be contractually interpreted as acceptance of the Agency's position, and the Contractor waives its right to subsequent dispute or to file a claim regarding the Agency's position. Upon receipt of the Contractor's response, the Agency will issue a final review. The Contractor shall incorporate the schedule revisions into the Project Schedule as reviewed by the Agency. If the Contractor does not agree with the Agency's final determination, the Contractor may submit a claim pursuant to General Provisions.
- F. Added activities shall not be cost loaded and the cost loading of changed activities shall not be revised until a Change Order has been executed without the prior acceptance of the Agency.
- G. Upon acceptance of a fragnet, add or revise cash flow, direct labor, and equipment cost data for all new and/or revised Activities to the current Project Schedule.

- H. Provide a PDF and editable files containing all data relating to proposed and accepted revisions to the Project Schedule with the revision.

2.08 RECOVERY SCHEDULE

- A. If the Project Schedule Update shows a completion date for any milestone beyond the Contract Milestone dates, the Contractor shall, within 7 calendar days after submittal of the Project Schedule Update showing such delay, submit to the Agency the proposed revisions to recover the lost time.
 - 1. As part of this submittal, the Contractor shall provide a written narrative explaining each action and schedule revision made to recapture the lost time.
 - 2. If the revisions include sequence changes, the Contractor shall provide a fragnet schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into a schedule update until the revisions have been reviewed and accepted by the Agency.
- C. The Contractor shall submit a Recovery Schedule as specified in this paragraph for all delays to Contract Milestone dates, including, but not limited to Contractor and Agency caused delays. If the delay is an Agency caused delay, the Contractor shall also submit a time impact evaluation (TIE), request for Time Extension if applicable, and a Mitigation Plan if a Time Extension is being requested. Provide a PDF file and editable file containing all data relating to proposed and accepted revisions to the Project Schedule with the revision.

2.09 TIME IMPACT EVALUATION FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When the Contractor is directed to proceed with changed work, or issued a Change Notice, the Contractor shall prepare and submit, within 14 calendar days of notification, a time impact evaluation (TIE) which includes both a written narrative and a schedule diagram (fragnet) depicting how the changed work affects the other schedule activities. The fragnet shall show how the Contractor proposes to incorporate the changed work in the schedule.
- B. The TIE shall be based on the last accepted Project Schedule update.
- C. If applicable, the Contractor shall demonstrate how the changed work impacts the current schedule update Critical Path. The fragnet must be tied to the main sequence of schedule activities to enable the Agency to evaluate the impact of changed work to the schedule Critical Path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the Critical Path.
- D. If the changed work impacts the Critical Path and a Contract Milestone, of the last accepted Project Schedule, the Contractor shall submit, along with the TIE, a mitigation plan, including a schedule diagram (fragnet) which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated, and Contract Milestone date recovered. The Contractor shall also include a detailed cost breakdown of the labor, equipment and material the Contractor would expend to

mitigate the Agency caused time impact. The Contractor is responsible for the cost of preparing the mitigation plan.

- E. The Contractor shall be required to comply with the requirements of A through D above for all types of delays.
- F. The Contractor shall be responsible for all costs associated with the preparation of TIEs and the process of incorporating them into the last accepted Project Schedule Update. The Contractor shall provide the Agency with PDF of each TIE.
- G. Provide a PDF and editable files of all data relating to proposed and accepted revisions to the Project Schedule with the revision.

3.10 CONTRACT TIME ADJUSTMENTS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the Critical Path of the current accepted Project Schedule update. Notice of time impacts shall be given in writing and pursuant to General Provisions.
- B. Where an event for which the Agency is responsible impacts the projected Contract Milestone dates, the Contractor shall, within 14 calendar days from the date of such impact, submit a written mitigation plan.
- C. Failure to request time, provide a TIE, or provide the required mitigation plan will result in the Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. The Agency will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- F. Failure of the Contractor to perform in accordance with the current Project Schedule update shall not be excused by submittal of time extension requests.
- G. Extensions of time for Contract performance as specified in the Contract may be granted only to the extent that time adjustments to the affected Work items exceed the total float time available at the time of the delay along the affected path(s) of the Project Schedule.
 - 1. Float is not for the exclusive use or benefit of either the Agency or the Contractor.
 - 2. As long as it is acting in good faith, either party may use available float up to the point that the float is fully absorbed without being charged for a delay to the Contract.

3.11 AS-BUILT SCHEDULE AND DOCUMENTATION

- A. Within 30 calendar days after Contract Work is complete and prior to notice of fulfillment of obligations, Final Completion, and final payment; submit a final As-Built

CPM Network Diagram, computer generated reports, and direct labor usage curves for the Agency's acceptance.

- B. Prepare the documents in accordance with the requirements for Contract record documents in the form specified in Section 01 78 90, Contract Record Documents.
- C. The As-built schedule shall be consistent with progress updates submitted pursuant to these Specifications during the course of the Contract.

3.12 SUSPENSION OF PAYMENTS

- A. If the Contractor fails at any time to timely submit an acceptable schedule, update, or revision; the Agency reserves the right, without waiver of other remedies available to it, to suspend progress payments for completed Work until the due schedule, update, or revision is submitted to and accepted by the Agency.

PART 3 - MEASUREMENT AND PAYMENT

3.01 MEASUREMENT

- A. Project Schedules and reports will be measured as a Contract lump sum quantity for all Schedules and reports furnished and accepted.

3.02 PAYMENT

- A. Accepted Project Schedules will be paid for at the Contract lump sum price for "Project Schedules".
 - 1. No separate payment will be made for the Preliminary 90-Day schedule because payment will be included in the Contract Baseline Schedule payment.
 - 2. Twenty-five percent (25 percent) of the lump sum will be paid at the monthly progress payment following acceptance by the Agency of the Contract Baseline Schedule, and the balance in equal monthly installments over the remaining Contract period.
 - 3. Payment will be subject to acceptance by the Agency of the required monthly schedule updates, reports and any revisions.
 - 4. If submittal of any acceptable update(s) or revision(s) is / are overdue, in addition to other remedies available to the Agency, all payment for the unacceptable or overdue Project Schedules shall be forfeited for that month.
 - 5. The Contract lump sum price will be payment in full for furnishing all labor, materials, tools, equipment and incidentals, and doing all Work necessary to complete the Work specified.

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements and procedures for submitting documents defined herein to the Engineer.

B. Related Sections:

1. Section 01 20 10 – Measurement & Payment Procedures
2. Section 01 32 50 – Project Schedules
3. Section 01 78 90 – Contract Record Documents

1.02 REFERENCES

A. American Institute of Architects/Construction Specifications Institute/U.S. CADD/GIS Technology Center [AIA/CSI/US CADD/GIS]

1. The United States National CAD Standard.

B. American National Standards Institute [ANSI]

1. ANSI Y14 – Series American Drafting Standards.

C. United States Department of Defense [DOD]

1. DOD Standard 100 Engineering Drawing Practice.

1.03 DEFINITIONS

A. Contract Data Requirements List (CDRL) is a comprehensive listing of all the submittals required for the Contract.

B. Shop Drawings are defined to include drawings, Product Data, and Samples of Material and equipment required by individual Specification Sections for permanent incorporation in the Work.

C. Working Drawings are defined as the Contractor's plan for temporary equipment or structures such as decking, temporary bulkheads, support of excavation, support of utilities, ground water control, forming and falsework; and for such other work as may be required for construction but which does not become an integral part of the completed Work.

1.04 QUALITY ASSURANCE

- A. Prepare Shop Drawings and record documents to a high standard of quality, such as that set forth in The United States National CAD Standard, DOD-STD-100, ANSI Y14 Series, and/or other approved lower tier specifications defining equal drafting quality.
- B. Amend and resubmit all submittals that are not approved by the Engineer.
- C. Do not incorporate items into the Work until the required submittals are approved.

PART 2 - PRODUCTS**2.01 MASTER LIST OF SUBMITTALS**

- A. Within 30 Days after the effective date of the Notice To Proceed, furnish a Master List of Submittals listing all submittals required by the Specifications and Plans and their corresponding submittal dates.
 - 1. Base this list on the Contract Data Requirements List (CDRL) and include references linking submittals on the Master List of Submittals to the CDRL numbers appearing in the Submittal Article in each Specification Section.
 - a. Each CDRL number may require several entries on the Master List of Submittals.
 - b. Each submittal needs to be separately identified by adding an alphabetical letter or letter(s) to the CDRL number; i.e. even though all test reports have the same CDRL number, each individual submittal needs a unique identifier.
 - c. In order to be able to differentiate the initial submittal from re-submittals, each submittal needs to be uniquely identified by adding a sequential revision number to the end of the CDRL number cross-referenced to previous submittals for the same item or items to indicate the number of times the submittal was resubmitted, i.e. a re-submittal of the initial submittal.
 - 2. Identify the submittals that will be required and determine the date on which each submittal must be submitted in conformance with the schedules specified in Section 01 32 50, Project Schedules and Reports.
 - 3. Determine submittal dates for each corresponding submittal which will allow time for review and acceptance by the Engineer.

2.02 SUBMITAL CONTENTS AND FORMAT

- A. In addition to the CDRL numbers described in Subparagraph 2.01A.1, provide a Title Block on each submittal indicating the following:
 - 1. Date of the submittal and revision dates.

2. Contract title and number.
 3. The names of the Contractor, Subcontractors, Suppliers, manufacturers, and, when applicable, the seal and signature of a professional engineer currently registered in the State of California, for the involved discipline.
- B. Identify each product by description, model number, style number, serial number, or lot number.
- C. Identify the subject of the submittal by references to Plans or Specifications.
- D. Show the relation of the item to adjacent structures or Materials.
- E. Include field dimensions if appropriate, clearly identified as such.
- F. List applicable standards such as ASTM or Federal Specification numbers.
- G. Identify all deviations from the Plans and Specifications.
- H. Stamp each submittal with the Contractor's stamp, initialed or signed, and certifying that the Contractor has:
1. Verified field measurements and related field construction criteria.
 2. Reviewed the submittal for accuracy, completeness, and compliance with Contract requirements before submitting it to the Engineer.
 3. Reviewed the submittal for compatibility of the Work shown thereon with that of affected trades and other contracts.
- I. Seal and sign submittals of a design nature with the designers stamp indicating that the designer is a registered professional in the State of California.
- J. Provide an Action Block on each submittal and on each drawing in the submittal in which the Engineer may indicate the review status of the submittal.
1. Include a blank space, 3 inches by 4 inches.
 2. Generally on drawings this should be in the lower right corner of the drawing, just above the title block.
- K. For electronic submittals, provide a PDF and an editable file.

2.03 QUANTITIES TO SUBMIT

- A. Shop Drawings and Working Drawings: PDF
- B. Samples: One sample of each item requiring samples, unless otherwise specified.
- C. Inspection Reports, Test Reports, and Certificates of Compliance: PDF

- D. Contract Schedules: In accordance with Section 01 32 50, Project Schedules and Reports.

PART 3 - EXECUTION

3.01 GENERAL

- A. Submit a Master List of Submittals as specified in Paragraph 2.01 to the Engineer and receive approval prior to submitting additional submittals.
- B. Submit Shop Drawings of material and equipment to the Engineer and receive approval prior to incorporating the material and equipment into the Work, as required by Specification Sections.
- C. Submit Working Drawings and associated calculations for temporary Work that will not become a part of the permanent structures included in this Contract to the Engineer and receive approval prior to constructing the temporary Work.
- D. Submit Samples of Materials or equipment to the Engineer and receive approval prior to incorporating the Sample material or equipment into the Work, as required by Specification Sections.
- E. Submit required certificates or certified test results which demonstrate proof of compliance with the Specifications for products, Materials, equipment, and systems to the Engineer and receive approval prior to incorporating such items into the Work.
- F. Submit required certificates, which demonstrate proof of the qualifications of personnel, manufacturers, fabricators, and installers to the Engineer and receive approval prior to using them on the Project.
- G. Submit required documents including test reports, calculations, and miscellaneous items such as delivery tickets, batch tickets, and Bills of Material to the Engineer; and
- H. Submit Contract Schedules and Reports to the Engineer for approval in accordance with Section 01 32 50, Project Schedules and Reports.
- I. Submit Contract Record Documents to the Engineer for approval in accordance with Section 01 78 90, Contract Record Documents.
- J. Rejection of any submittal required by this Section will not be accepted as a basis for any claim for delay.
- K. Supplemental submittals initiated by the Contractor for consideration of corrective procedures must contain sufficient data for review.
- L. Do not make changes to approved submittals unless those changes have been accepted and approved, in writing, by the Engineer.

3.02 SUBMITTAL PROCEDURES

- A. Initiate submittals sufficiently in advance so that acceptance may be made by the Engineer.
- B. For Qualification of Materials or product types that require a long lead time for delivery, make required submittals sufficiently in advance to allow acceptance by the Engineer before Materials or products must be ordered.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each specification section concurrently; partial submittals for portions of the work shall not be acceptable unless otherwise indicated and with prior approval from the Engineer.

A single submittal transmittal form shall be used for each technical specification section or item or class of material for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary specification references other sections for components.

On the transmittal form, index the components of the submittal and insert tabs in the submittal to match to components. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, or room number or building name, as applicable.

Unless indicated otherwise, terminology and equipment names and numbers used in submittals shall match those used in the Contract Documents.

- a. This requirement is of particular importance for systems that require final design by the Contractor's supplier, including but not limited to Bus Wash System, Fuel Systems, Bus Vacuum System, and Service Fluid Distribution System.
 - 1) A single entity shall be responsible for the design, furnishing, installation (or supervision of installation by an authorized installer), testing, training, and warranting of the system.
 - 2) Partial or incomplete Submittals will be rejected without review. For equipment systems, the minimum necessary for review shall be shop drawings, product data, and operating narrative. Product data for long-lead items may be submitted early on a case-by-case basis with prior coordination with Engineer.
 - a) Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.

- b) Coordinate transmittal of different types of submittals for related parts of the work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - b. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Ship submittals prepaid.
- E. Accompany submittals with a Contractor Transmittal Form containing the following information:
 - 1. Contractor's name, address, and telephone number.
 - 2. Submittal number and date.
 - 3. Contract title and number.
 - 4. Supplier's, manufacturer's, or Subcontractor's name, address and telephone number.
 - 5. Subject identification including Plan and Specification references.
 - 6. Identification of deviations from the Plans and Specifications, if any, for which the Contractor seeks approval.
 - 7. Contractor's stamp and signature certifying that it has reviewed the submittal for compliance with the intent of the Plans and Specifications and related contracts. Submittals not stamped and signed by the Contractor prior to submitting shall be returned without review and without any impact to the schedule.
- F. Make supplemental submittals in the same manner as the initial submittals, except follow the identification requirements specified in Paragraph 2.01. Indicate revision number.
- G. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 16 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 16 calendar days for review of each resubmittal.

4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Omnitrans, or other parties is indicated, allow 21 calendar days for initial review of each submittal.
 - a. Structural, HVAC, plumbing, and electrical components are examples of work that requires sequential review.

3.03 ENGINEER'S REVIEW

- A. Following receipt of the submittals from the Contractor, the Engineer will review the submittals for conformance to the requirements of the Plans and Specifications.
 1. Review of a separate item will not constitute review of an assembly in which the item functions.
 2. Review will not relieve the Contractor from its responsibility for the accuracy of submittals, for conformity of submittals to the requirements of the Plans and Specifications, for compatibility of the described product with contiguous products and the rest of the system, or for prosecution and completion of the Contract in accordance with the Plans and Specifications.
- B. The Engineer will review the submittals for general conformance with the Plans and Specifications and affix a review stamp in the Action Block, then mark only one of the review status boxes as listed in Paragraph 3.03 C, and sign and date the stamp.
 1. Approval of drawings and associated calculations by the Engineer does not relieve the Contractor from responsibility for errors or omissions in the drawings or associated calculations, or from deviation from the Plans and Specifications, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal submitted with the drawings.
 2. The Contractor's liability to the Agency, in case of deviation in the submittals from the requirements of the Plans and Specifications, is not relieved by the Engineer's review and approval of submittals containing deviations, unless the Engineer expressly approves the deviations by issuing a Change Order.
- C. The review stamp will have the following review status boxes:
 1. "NO EXCEPTION TAKEN"
 2. "EXCEPTIONS NOTED - RESUBMITTAL NOT REQUIRED"
 3. "EXCEPTIONS NOTED - RESUBMITTAL REQUIRED"
 4. "REJECTED - RESUBMITTAL REQUIRED"
 5. "REVIEW NOT REQUIRED"
- D. In general, the Work related to an item whose submittal review status requires re-submittal may not proceed until the item has been resubmitted, and any exceptions noted must be remedied.

3.04 CONTRACTOR'S RESPONSIBILITIES

- A. Before submission to the Engineer, review each submittal and then stamp and sign each as reviewed and approved.
 - 1. Coordinate each submittal with the requirements of the Work placing particular emphasis upon ensuring that each submittal of one trade is compatible with other submittals of that trade and submittals of other trades.
 - 2. Take responsibility for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawings.
 - 3. Before making submittals, ensure that products will be available in the quantities required by the Contract.
 - 4. Verify field measurements, catalog numbers, and similar data.
- B. Do not start Work for which submittals are required until submittals have been received bearing the stamp and signature of the Engineer indicating that the submittal has been reviewed and approved and that no re-submittal is required.
- C. Maintain at the site of the Work a complete up-to-date, organized file of all past and current submittals including an index and locating system, which identifies the status of each submission.
- D. Distribute prints of accepted submittals bearing the Engineer's review stamp and signature to the Contractor's and Engineer's field offices; to concerned Subcontractors, Suppliers and fabricators; and to concerned members of the Contractor's work force.

3.05 SHOP DRAWINGS

- A. Prepare Shop Drawings with a maximum sheet size of 24 inches by 36 inches and to a scale large enough to easily depict and annotate each of the various items.
- B. Include a title block displaying the following information:
 - 1. Contract name and Contract number.
 - 2. Shop Drawing title and drawing number.
 - 3. Date of Shop Drawing or revision, and revision number if applicable.
 - 4. Name of Contractor submitting the Shop Drawing.
- C. Submit a final, corrected, reproducible copy of each Shop Drawing.

3.06 PRODUCT DATA

- A. Product Data: Provide manufacturers' standard catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, schematic drawings,

printed installation, erection, application, and placing instructions and other descriptive data related to the Work of the Contract.

1. Modify manufacturers' standard schematic drawings to delete information, which is not applicable to the Work of the Contract, and supplement standard information with additional information applicable to this Contract.
2. Modify manufacturers' standard catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, and other descriptive data to delete information that is not applicable to the Contract.
3. Modify manufacturers' printed installation, erection, application, and placing instructions to delete information that is not applicable to the Work of the Contract.
4. Include appropriate information as required herein and in the individual Specification Sections.
5. Indicate dimensions, clearances, performance characteristics, capacities, wiring and piping diagrams, and controls.

B. Certificates of Compliance (COC) and Certified Material Test Reports (CMTR):

1. Submit certification for those products for which no Samples and test results are specified or required that the products comply with the requirements of the Contract, and include the following information with each certification:
 - a. A statement that the product complies with the respective Contract Specification and Plan requirements.
 - b. For a Certified Material Test Report, a certified copy of test results pertaining to the product.
 - c. Submittal date.
 - d. Contractor's name and address.
 - e. Contract title and number.
 - f. Product represented and its location in the Contract.
 - g. Manufacturer's name product trade and catalog number.
 - h. Place of product origin.
 - i. Test date and testing organization's name and address.
 - j. Quantity of the product to be furnished.
 - k. Related Plan and Specifications section number.

- I. A notarized signature of an officer or other authorized representative of the manufacturer.
2. Include a copy of each certificate with the product for which the certificate is prepared.
3. Ensure that Certificates of Compliance and Certified Material Test Reports are received by the Engineer no later than 30 Days before the products are to be installed.
4. Uniquely identify the Material covered under a COC so that all Material incorporated into the permanent Work can be traced back to the appropriate COC.

3.07 SAMPLES AND MOCK-UPS

- A. Provide office Samples of sizes and quantities that clearly illustrate the full color range and functional characteristics of products and Materials including attachment devices.
 1. Label each Sample indicating:
 - a. Contract Name and Number.
 - b. Name of Contractor and Subcontractor.
 - c. Material or equipment represented.
 - d. Source.
 - e. Name of producer and brand.
 2. Mail under separate cover copies of the transmittal letter submitting each shipment of Samples in duplicate, and enclose a copy of the transmittal letter with the shipment.
- B. Erect field Samples and mock-ups at the Work Site as specified in the individual Specification Sections, and as may be necessitated by the Contractor submitting value engineering proposals, and at locations acceptable to the Engineer.
- C. Include appropriate information as required herein and in the individual Specification Sections.
- D. Furnish required Samples at no additional cost to the Agency.

3.08 WORKING DRAWINGS

- A. Identify Working Drawings by a control number and by reference to Plan numbers and/or Specification Section numbers as applicable.
- B. Use a Working Drawing sheet with a maximum size of 24 inches by 36 inches.

- C. Show information on Working Drawings as required herein and in the individual Specification Sections.
- D. Provide Working Drawings and associated calculations prepared, sealed, and signed by a Professional of the involved discipline for the work who is currently registered in the State of California.
- E. Identify calculations by reference to the Working Drawing to which the calculations pertain.
- F. Verify field measurements and coordinate with pertinent drawings from other contracts, where applicable.
- G. Do not begin Work for which Working Drawings and associated calculations are required until the drawings and calculations have been reviewed by the Engineer; the Engineer's exceptions, if any, have been addressed; and, submittals have been returned to the Contractor with the required review stamps and signatures to enable the Work to proceed.
- H. Distribute copies of Working Drawings and calculations after the Engineer's review and approval to the Contractor's and Engineer's field offices.

3.09 DESIGN CALCULATIONS AND TECHNICAL DATA

- A. Furnish design calculations and other required technical data on standard 8-1/2 by 11 inch sheets, printed on one side only.
- B. Include the following information on each sheet:
 - 1. Contract name and Contract number.
 - 2. Calculation descriptive title.
 - 3. Date of calculation or revision, and revision number if applicable.
 - 4. Name of the Contractor submitting the calculations.
- C. Where applicable, provide design calculations and technical data prepared, sealed, and signed by an Architect and/or a Professional Engineer of the involved discipline for the work who is currently registered in the State of California.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the Work of this Section.

4.02 PAYMENT

- A. No separate payment will be made for the Work of this Section since its cost is incidental to other payment items.

END OF SECTION

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SECTION 01 33 30**CALGreen Code Requirements****PART 1 - GENERAL****1.01 WORK INCLUDED**

- A. "CALGREEN CODE REQUIREMENTS" includes procedures and requirements pertaining to the compliance with the 2013 California Green Building Code (CalGreen).
- B. The work of this permit shall comply with the Mandatory Measures only as noted in the CalGreen Appendix A5, Div. A5.7- Non Residential Checklist, as shown on the plans for reference.
- C. Contractor shall:
 - 1. Deliver a finished Work product that complies with the applicable measures of the CalGreen.
 - a. Become familiar with the requirements of the CalGreen. Links to the 2013 CalGreen Code may be found at <http://www.bsc.ca.gov/default.htm>
 - 2. Comply with the requirements of the CalGreen as incorporated into the Contract Plans and Specifications.
 - 3. All verification documenting the compliance of applicable CalGreen measures, as noted in the CalGreen section 102.3 shall be the delegated to the Contractor. This includes, but is not limited to the following:
 - a. Preparing documentation and submittals as required and requested by the enforcing agency to verify compliance.
 - b. Collect and maintain applicable supporting documentation, in addition to required submittal documentation, as indicated in the Contract Plans and Specifications, and in the CalGreen.
 - 4. Any deferred design items delegated to the Contractor, shall meet all the requirements of CalGreen section 102, in regards to application for permit, construction documents prepared by the Contractor, and verification.

5. Contractor shall designate a “Green Project Engineer” to manage supporting documentation and to review submittals for all required applicable measures identified in CalGreen and the various technical specification sections for completeness.
- D. The processes and requirements summarized in this Section are for general reference and coordination only. In the event any conflicts between the requirements of this Section and the CalGreen, the more stringent text shall govern. However, the minimum requirements of the CalGreen delegated to the Contractor must be achieved to receive certificate of occupancy from the enforcing agency.

1.02 DOCUMENTATION SUBMITTALS - GENERAL

- A. Submittals and supporting documentation required by the applicable measures of the CalGreen to verify compliance, are herein referred to as “submittals”.
- B. The Contractor’s “Green Project Engineer” shall manage supporting documentation and review submittals for all required applicable verification, and the various technical specification sections for completeness, prior to submitting to the Engineer for review. CalGreen required submittals received by the Engineer that are not previously stamped “approved” by the Green Project Engineer will be returned to the Contractor as un-reviewed.
- C. Submittals and supporting documents shall be identified clearly for ease of reference and later retrieval as required. Identification shall include the corresponding CalGreen code section reference as noted in the CalGreen Appendix A5, Div. A5.7 - Non Residential Checklist, and the submittal number. Submittals received by the Engineer that are not clearly identified will be returned to the Contractor as un-reviewed.
- D. Contractor shall submit verification documents to the Engineer for review prior to formal verification and approval by the enforcing agency. Engineer shall stamp acceptable submittals “conforms” and shall return to the Contractor. Contractor shall assume all responsibility for submittals to the enforcing agency prior to the review and conformance by the Engineer. All verifications required by the enforcing agency for review will be made by the Contractor.
- E. Contractor shall maintain minimum of one copy of all conforming and approved submittals and verification documents at the job site for access by Engineer and enforcing agency. Documents shall be clearly organized in a 3-ring binder according to the CalGreen code section references (as

indicated in Appendix A5, Div. A5.7 - Non Residential Checklist).

- F. Require subcontractors to provide product sheets that indicate conformance with the CalGreen, prior to using a product and prior to submittal to the Engineer, to ensure product compliance.
- G. Maintain product containers at the job site as required by enforcing agency for verification.

1.03 NOT USED

1.04 PRECONSTRUCTION MEETING

- A. Preconstruction CalGreen Coordination Meeting: After Award of Contract and prior to the commencement of the Work, Contractor and Contractor's Green Project Engineer shall schedule and conduct a meeting with the Engineer, to review the Project requirements, submittal process, and CalGreen documentation and verification procedures.

PART 2 - PRODUCTS

Not Applicable.

PART 3 – EXECUTION

- 1. CalGreen 5.504.3 Covering of duct opening and protection of mechanical equipment during construction:
 - a. Protect all air handling and distribution equipment, and air supply and return ducting during construction.
 - b. Adequately cover and protect all exposed air inlets and outlets openings, grilles, ducts, plenums, and related mechanical members to prevent water, moisture, dust, and other contaminate intrusion.
 - c. Apply protection immediately after installation of equipment and ducting.
 - d. Ducting runs that require more than a single day to install shall be protected at the end of each day's Work.
 - e. Use tape, plastic, sheetmetal, or other method as acceptable by the enforcing agency.

2. CalGreen 5.504.5.3 Filters:

- a. Where applicable, all air handlers shall have minimum MERV 8 filters. In addition, any equipment used during construction shall have filters of all air handlers replaced prior to occupancy.

3. Closeout :

- a. At closeout of construction, scan in digital PDF format, all submittals and agency approval indicating the enforcing agency's acceptance and verification of applicable CalGreen measures.. Provide the Engineer with (2) CD of all said documents. CD shall be clearly organized by code section references (as indicated in CalGreen Appendix A5, Div. A5.7 - Non Residential Checklist). CD shall be clearly labeled with project name, address, date, Owner's name, Contractor name and address, with the heading "Agency Verified CalGreen Submittals"

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 APPLICABILITY OF REFERENCE STANDARDS TO WORK WITHIN RIGHT-OF-WAY NOT OWNED BY OMNITRANS

A. Standard Specifications for Public Works Construction (SSPWC): Where these Specifications call out the SSPWC, the Contractor shall use the following edition:

1. For all work within City of Rialto, City of Colton, and County of San Bernardino right-of-way, use the current edition of the Standard Specifications for Public Works Construction.

1.02 SUBMITTALS

Not used.

1.03 QUALITY CONTROL

Not used.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. No separate measurement will be made for the Work of this Section.

4.02 PAYMENT

A. No separate payment will be made for the Work of this Section because its cost is incidental to other payment items.

END OF SECTION

SECTION 01 44 00**QUALITY ASSURANCE AND QUALITY CONTROL****PART 1 - GENERAL****1.01 SUMMARY**

- A. The Agency will perform work-site Quality Control (QC) Management and Inspection activities for the Contract through its staff (the Engineer and staff and QC Manager and staff). Therefore, the Contractor shall not be required to provide work-site QC Management or Inspection personnel.
- B. The Contractor shall thoroughly familiarize himself with quality requirements of this Contract as described in the Contract Documents. The Contractor has primary responsibility for assuring that material furnished and Work performed conforms to details shown on the Plans and requirements given in the Specifications. All quality testing requirements and associated costs are the responsibility of the Contractor.
- C. The Agency and the Contractor will jointly develop a Quality Control Plan which will include a Three-Phase Inspection and Testing Program and an Inspection & Test Plan (I &TP).
- D. The Quality Control Plan (QCP) shall address the following:
 - 1. Contractor Management Responsibility
 - a. The Contractor's quality policy shall be stated in the QCP. Those persons in the construction organization (general superintendent, foreman, etc) responsible for assuring quality control during the construction process shall be identified in the QCP. The responsibility, authority, and interrelation of those persons shall be defined. An Organization Chart detailing organization and reporting responsibilities will be included.
 - 2. Contractor Document Control (FTA Element 4)
 - a. Document control procedures shall be developed that become a part of the QCP that provide controls for the Plans, Specifications, Project Data, inspection procedures, test procedures, special work instructions, receipt and transmittal of submittals, and control and issuance of Request for Information (RFI). Provide for the distribution and storage of Project documents and prompt replacement of obsolete documents from each work location retaining superseded documents in project files and clearly identify each as such. Develop document control measures to assure that all relevant documents are current and available to all users who require them, including As-Built Drawings as specified in Section 01 78 90.

3. Contractor Purchasing
 - a. Assure that Contractor purchased services and products conform to specified requirements. Impose upon Suppliers and Subcontractors within procurement documents the same quality control requirements, including inspection and test requirements, as imposed by the Specifications and referenced standards.
4. Contractor Product identification and traceability
 - a. The Contractor shall address measures that assure that procured items, equipment, and materials are physically identified from receipt through installation by markings or physical location. These measures shall be addressed in the QCP. Establish Material control measures in the QCP to ensure that equipment and materials accepted through receiving inspection comply with procurement documents, and to assure that equipment and Materials are properly received, inspected, stored, maintained, installed, and used. Develop and maintain a Receiving Inspection Log.
5. Quality Control Inspection
 - a. The Agency and the Contractor will jointly develop, implement, and maintain a Three-Phase Inspection & Testing Program and an Inspection & Test Plan (I & TP) consistent with the requirements of this Section. Construction activities may commence when it is determined by the Engineer that the I & TP is sufficiently complete to meet the intent of this Section.
 - b. Within the I & TP, identify all required inspections and tests specified by each Specification Section, the required frequency of each, the accept/reject criteria of each, records required to document compliance, and the inspection and test procedures or instruction to be used for control of each activity.
 - c. The Agency and the Contractor will jointly establish and implement a Three-Phase Inspection and Testing Program to assure that the proper preparations have been completed prior to performing definable features of the Work.
 - 1) Generally, the definable features of work include such items as complex or critical operations, major construction activities, installation or construction of elements of work, first efforts on selected features of work, and rework and repair operations.
 - d. The Three-Phase Inspection and Testing Program consist of preparatory phase meetings (i.e. construction planning meetings), initial phase inspections, and follow-up phase inspections. The Preparatory Phase Checklist and Three-Phase Checklist forms as appended to this Section will be completed prior to each preparatory phase meeting. Other interested parties participating in the preparatory phase meetings such as

the Agency, utilities, City representatives, and other construction contractors can integrate their work operations and inspections into the phase of the Work discussed.

- e. The Contractor will employ the services of an independent certified material testing laboratory (or laboratories) to perform Materials testing, and control testing of Materials incorporated into the Work.
 - f. The laboratory must be accredited by one of the accreditation agencies listed in the FTA Quality Assurance and Quality Control Guidelines to perform the specific tests or types of tests or calibrations required by the Specifications. Provide two copies of all test reports to the Engineer at the completion of each test.
 - g. A process for notifying the Engineer when Contractor is ready for Agency Quality Control Inspection and sign-off will be addressed in the QCP. The Contractor shall verify that each work element is in compliance with the Contract Documents prior to requesting Agency inspection. The Contractor shall provide a minimum of 24-hour advance notice to the Engineer for Agency inspection.
6. Contractor Inspection, Measuring and Testing Equipment
- a. For Contractor furnished testing, the Contractor shall be responsible to identify, control, calibrate, and maintain inspection, measuring, and test equipment (M&TE) required to perform inspections, tests, and measurements in order to demonstrate the conformance of Work to the specified requirements. Calibration standards shall be traceable to NIST.
7. Nonconformance Reporting
- a. During the course of the work, the Engineer may issue Nonconformance Reports. The resolution of nonconforming item/Material issues must be developed by the Contractor and accepted by the Engineer. The Contractor must complete Nonconformance Reports addressed to the Contractor within the time period specified on the Nonconformance Report. The Contractor response shall include a description of investigative actions, statement of the cause of the problem, actions to correct the problem(s) and actions to prevent recurrence.
 - b. Corrective action dispositions to Nonconformance Reports are as follows:
 - 1) REPAIR – Nonconforming items or Work that are restored to a conforming condition by alternate means.
 - 2) REWORK – Nonconforming items or Work that are restored through additional normal processing.
 - 3) USE-AS-IS – Nonconforming items or Work that are to be used in its current condition.

- 4) SCRAP – Nonconforming items that do not meet requirements.
 - 5) Items having Nonconformance Reports assigned either a REPAIR or USE-AS-IS disposition must be re-inspected by the Engineer in accordance with original requirements
 - 6) REJECTED – Nonconforming items of Work that are to be removed and replaced.
8. AGENCY Audits:
- a. Quality audits of Contractor, Subcontractor, and Supplier activities may be performed by Agency representatives to verify compliance with the Contract Documents. Upon notice by the Engineer, provide timely access to facilities, locations, records, and personnel by Agency auditors to facilitate performing the Agency Audits. Assure cooperation with Agency auditors by all project personnel. Provide timely and thorough responses to Agency identified quality problems.

1.02 RELATED SECTIONS

- A. Section 01 20 10 – Measurement and Payment Procedures
- B. Section 01 33 00 – Submittal Procedures
- C. Section 01 77 00 – Closeout Procedures
- D. Section 01 78 90 – Contract Record Documents

1.03 REFERENCES

- A. American Society for Testing and Materials [ASTM]
 - 1. ASTM E329 Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- B. Federal Transit Administration [FTA] FTA-IT-90-5001-02.1 Quality Assurance and Quality Control Guidelines.

1.04 QUALITY PROGRAM REQUIREMENTS

- A. Before starting the Work, a Quality Control Plan (QCP) for this Project that complies with all elements of the Contract will be developed in accordance with this Section.
- B. The Contractor will bear all costs for Contractor Independent Certified Material Testing Laboratory's material testing and control testing of materials required by individual Contract Sections.

1.05 FIELD QUALITY CONTROL

- A. Construction quality control functions and testing for this Contract will be performed in accordance with the Quality Control Plan (QCP) and the requirements of individual Specification Sections.
- B. If conflicts between the requirements of this Section and the requirements of individual Specification Sections exist, the requirements of this Section shall take precedence.

1.06 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01 33 00, Submittal Procedures, except as modified herein:
- B. Contractor information required to jointly develop the QCP, I & TP and Three Phase Inspection & Test Program as outlined herein. CDRL 01 44 00-1
- C. Contractor's Independent certified Material testing laboratory's/laboratories' qualifications and certifications submitted 21 days prior to using their services. CDRL 01 44 00-2
- D. List of Suppliers and Subcontractors. CDRL 01 44 00-3
- E. Response to Nonconformance Reports and Audit Reports. CDRL 01 44 00-4

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 FAILURE TO PERFORM

- A. In the event the Contractor fails to adequately perform any or all of the provisions of this Section, the Agency, at its sole discretion, reserves the right to have the Engineer perform any or all of the provisions of this Section and back charge the Contractor for the actual cost to the Agency of such services.
- B. This remedy for Contractor's failure to perform is in addition to any other right or remedy available to the Agency under this Contract.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the Work described in this Section.

4.02 PAYMENT

- A. No separate payment will be made for the Work of this Section because its cost is incidental to other payment items.

END OF SECTION

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SECTION 01 50 50
MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL**1.01 SUMMARY****A. Section Includes:**

1. Requirements for installation, maintenance, and removal of temporary utilities, controls, facilities, and construction aids during the construction, including:
 - a. Mobilization.
 - b. Maintenance of temporary facilities during construction.
 - c. Demobilization.
2. Installation of project signs.

B. Related Sections:

1. Section 01 31 20 – Project Meetings
2. Section 01 74 30 – Street Cleaning, Site Maintenance, and Dust Control.
3. Section 01 77 00 – Closeout Procedures.
4. Section 01 78 90 – Contract Record Documents.

1.02 REFERENCES

- A. State of California, Department of Transportation (Caltrans), Standard Specifications (including Amendments to the Standard Specifications)

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION**3.01 MOBILIZATION**

- A. Perform preparatory work and operations, including but not limited to, those necessary to the movement of personnel, equipment, supplies and incidentals to the Work Site; establishment of offices, plants, shops, and other facilities; and for all other

Work and operations which must be performed or costs incurred prior to beginning Work on the various items on the Work Site.

1. Provide for the health and safety of Contractor, Engineer, and Agency personnel in accordance with the Contract Document.
- B. Perform all preparatory Work and operations that are not a part of a pay item or are not identified in the Specifications as being incidental to a pay item or items.

3.02 MAINTENANCE OF TEMPORARY FACILITIES DURING CONSTRUCTION

- A. Properly maintain and supply temporary utilities, controls, facilities, and construction aids during the life of the Contract.
- B. Local business signs for directions or open hours.

3.03 DEMOBILIZATION

- A. At the completion of the Contract, perform removal from the Work Site of the personnel, equipment, leftover supplies and incidentals previously mobilized; disband offices, plants, shops, and other facilities no longer required to perform the Work; and complete all other Work and operations which must be performed or that incur costs prior to ending Work on the various items on the Work Site.
- B. Prior to completing demobilization, complete the requirements of the following Specifications:
 1. Section 01 74 30, Street Cleaning, Site Maintenance and Dust Control.
 2. Section 01 77 00, Closeout Procedures.
 3. Section 01 78 90, Contract Record Documents

END OF SECTION

SECTION 01 56 60
TEMPORARY POLLUTION CONTROL

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements for eliminating or minimizing air and water pollution generated by construction activities, and for complying with all legal requirements applicable to any construction generated hazardous wastes.

B. Related Sections:

1. Section 01 33 00 – Submittal Procedures
2. Section 01 74 30 – Street Cleaning, Site Maintenance, and Dust Control

1.02 REFERENCES

A. U. S. Government

1. National Pollutant Discharge Elimination System (NPDES)
2. Environmental Protection Agency (EPA)
3. U. S. Code
 - a. Clean Air Act (CCA) [42 U.S.C. 7401 et seq.]

B. South Coast Air Quality Management District Rule 403 for Fugitive Dust.

1.03 SUBMITTALS

A. Submittals shall be in accordance with the requirements of Section 01 33 00, Submittal Procedures, except as modified herein.

1. Certificates of Compliance: TBD
 - a. Compliance with City of Rialto, City of Colton, and County of San Bernardino Standard Specifications for Public Works Construction

1.04 PROJECT CONDITIONS

A. Comply with the following rules and regulations:

1. U.S. Environmental Protection Agency (EPA), State, and local regulations.

2. Federal Occupational Safety and Health Act (OSHA).
3. Federal, State, and local rules and regulations related to environmental protection.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the Work of this Section.

4.02 PAYMENT

- A. No separate payment will be made for the Work of this Section because its cost is incidental to other payment items.

END OF SECTION

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SECTION 01 74 30

STREET CLEANING, SITE MAINTENANCE AND DUST CONTROL

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Street cleaning
2. Construction site maintenance
3. Dust control
4. Protection of Private Property from Dirt, Dust and Debris

1.02 REFERENCES

- A. United States Environmental Protection Agency.
1. National Ambient Air Quality Standards.
- B. City of Rialto, City of Colton, and County of San Bernardino
1. Dust Ordinances
- C. Caltrans
1. Dust Control Standards.
- D. South Coast Air Quality Management District Rule 403 for Fugitive Dust.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 SITE MAINTENANCE

- A. Keep all streets and permanent and temporary pedestrian ways clean and free of all trash and construction debris on a daily basis or as directed by the Engineer until Final Acceptance of the Work.
- B. Do not permit waste material of any character to remain on the Work Site or on adjacent streets.

- C. As soon as waste materials become unfit for use in the Work, collect and carry them off the site and dispose of them at no additional cost to the Agency.

3.02 STREET CLEANING

- A. Properly clean all construction equipment before leaving the Work Site to prevent tracking debris onto the public right of way.
- B. Whenever dump trucks or other equipment are working on or adjacent to paved streets and roadways, clean streets and pedestrian areas, whether permanent or temporary, in accordance with the City of Rialto, City of Colton, or County of San Bernardino, or as directed by the Engineer.
- C. Any violation of the above requirements is sufficient ground for the Engineer to order the streets in question to be cleaned by others, and deduct the cost of this cleaning by others from the Contractor's monthly progress payment.

3.03 DUST CONTROL

- A. Meet the applicable dust control codes and standards stated in the National Ambient Air Quality Standards, State Implementation Plan, and City or County standard construction specifications as applicable
 - 1. Water or a stabilizing agent shall be applied to exposed surfaces in sufficient quantities to prevent generation of dust plumes
 - 2. Track-out shall not extend 25 feet or more from an active operation, and track-out shall be removed at the conclusion of each workday
 - 3. Wheel washing system shall be installed and used to remove bulk material from tires and vehicles undercarriages before vehicles exit the work area.
 - 4. All haul trucks hauling soils, sand, and other loose materials shall maintain at least 6 inches of freeboard in accordance with California Vehicle Code Section 23114
 - 5. All haul trucks hauling soils, sand, and other loose materials shall be covered (e.g. with tarps or other enclosures that would reduce fugitive dust emissions)
 - 6. Operations on unpaved surfaces shall be suspended when winds exceed 25 mph
 - 7. Onsite stockpile of debris, dirt, or rusty materials shall be covered or watered at least two times per day.
- B. Provide control of airborne dust and particles from the areas of Work.

3.04 PROTECTION OF PRIVATE AND PUBLIC PROPERTY FROM DIRT, DUST AND DEBRIS

- A. Take all reasonable steps to control dirt, dust and debris affecting private and public property along the alignment.

- B. If the event work areas are not maintained as required by this Section, and as a result, adjacent private or public property is impacted, the Engineer may direct the Contractor to take additional steps to clean these sites at no additional cost to the Agency.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Project Closeout procedures
2. Requirements for Final Cleanup.
3. Requirements for continuing inspections related to special guarantees, warranties, agreements to maintain, and similar continuing commitments.
4. Requirements for Substantial Completion.
5. Requirements for Final Acceptance.

B. Related Sections:

1. Section 01 33 00 – Submittal Procedures
2. Section 01 32 50 – Project Schedules
3. Section 01 78 90 – Contract Record Documents

1.02 SUBMITTALS

A. Submit the following information in accordance with the requirements of Section 01 33 00, Submittal Procedures.

1. Detailed plan to closeout all open issues. CDRL 01 77 00-1
2. Written request for determination of Substantial Completion. CDRL 01 77 00-2
3. Certified copy of Engineer's final itemized Punch List of Work to be completed or corrected. CDRL 01 77 00-3
4. Final report of utilization of Disadvantaged Business Enterprises. CDRL 01 77 00-4
5. Final report of utilization of apprentices and Equal Employment Opportunity information. CDRL 01 77 00-5
7. Final as-built schedule and documentation. CDRL 01 77 00-7.
8. Request for the final inspection to the Engineer. CDRL 01 77 00-8

9. Any other records and documents required by the Contract and not previously submitted. CDRL 01 77 00-9
- B. Deliver to the Agency all Guarantees, Warranties and Certificates that are required under the Work of this Contract.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 FINAL CLEANUP

- A. Special cleaning for specific units of Work is specified in Specifications Division 2 through Division 33.
- B. Provide final cleaning of the Work at the times indicated, and consisting of cleaning each surface of each unit of Work to the normal clean condition expected for a first-class cleaning and maintenance program.
- C. Comply with manufacturer's instructions for cleaning operations.
- D. Examples of the cleaning levels expected are as follows:
 1. Clean the Work Site including landscape development areas of litter and foreign substances.
- E. Removal of Protection: Except as otherwise indicated or requested by the Engineer, remove temporary protective devices and facilities such as warning, regulatory, or guide signs which were installed during the course of the Work to protect previously completed Work during the remainder of the construction period.
- F. Compliances: Comply with safety standards and governing regulations for cleaning operations.
- G. Do not burn waste materials at the Work Site, or bury debris or excess materials on the property, or discharge volatile or other hazardous materials into drainage systems.

3.02 CONTINUING INSPECTIONS

- A. Where required by special guarantees, warranties, agreements to maintain, and similar continuing commitments, comply with requests to participate in inspections at the end of each time period of such continuing commitments.
- B. Provide and update the name and telephone numbers of contacts for these inspections.

3.03 PREREQUISITES FOR SUBSTANTIAL COMPLETION

- A. Prepare and submit a detailed plan to closeout all open issues including proposed methods to touch-up repair and restore marred exposed finishes to the satisfaction of the Engineer.

3.04 SUBSTANTIAL COMPLETION AND MILESTONE DATE INSPECTIONS

- A. When the Work is considered to be substantially completed, submit a written request for determination of Substantial Completion to the Engineer that includes:
 - 1. List of outstanding items to be completed.
 - 2. Original copies of all Contract Record Documents as defined in Section 01 78 90, Contract Record Documents.
 - 3. Final inspection certificate, test certificates, and all other documents necessary for full and unrestricted use of the Work and access to services and utilities.
 - 4. List of all deviations or non-conformances currently in effect for which Work is to be performed and closeout action is required.
- B. Following receipt of the written request for determination of Substantial Completion, the Engineer will arrange for and conduct the inspection, called herein the "prefinal inspection", accompanied by the Contractor and representatives of the Agency, utilities, public agencies, and/or City of San Bernardino as appropriate.
- C. If, after the "pre-final inspection" inspection, the Work, or designated area of the Work, is determined to be substantially complete, the Agency will notify the Contractor in writing and issue a notice of Substantial Completion and issue a Punch List of items to be completed or corrected before Final Completion.
- D. If the "pre-final inspection" discloses that the Work is not substantially completed, the Engineer will so notify the Contractor in writing with a list of items to be completed or corrected.
 - 1. A second pre-final inspection will be held when all deficient items of Work have been corrected to the Engineer's satisfaction.
 - 2. The inspection date on which the Engineer determines that the Work is substantially complete and issues the written Notice of Substantial Completion, will be the date of Substantial Completion.
- E. The Engineer will arrange for and conduct a pre-final or status inspection on the date or dates set forth in the Contract as Milestone dates regardless of whether or not the Contract is substantially completed.
 - 1. This pre-final or status inspection, conducted with representatives of the Engineer, Contractor, the Agency, utilities, public agencies, and City of San Bernardino, will identify those elements of Work remaining to be completed or corrected at the Milestone date or Contract date of completion.

2. A Punch List will be developed to identify incomplete or deficient Work.

3.05 FINAL ACCEPTANCE

A. Prerequisites for Final Acceptance:

1. Prior to notifying the Agency that all obligations under the Contract have been fulfilled, submit the following to the Engineer:
 - a. Certified copy of Engineer's final itemized Punch List of Work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and endorsed and dated by the Engineer.
 - b. Final report of utilization of Disadvantaged Business Enterprises.
 - c. Final as-built schedule and documentation as required by Section 01 32 50, Progress Schedules and Reports.
 - d. Any other records and documents required by the Contract and not previously submitted.
2. Remove from the Work Site temporary facilities and services, along with construction tools and facilities.
3. Complete final cleanup.

B. When all obligations under the Contract have been fulfilled, submit written notice to the Engineer requesting an inspection to verify the claim, called herein the "Final Inspection".

1. The Engineer will complete a Final Inspection of the Work within 15 Days after receipt of the Contractor's written notice that it deemed its obligations under the Contract had been fulfilled, and the Engineer will issue written notice either of Final Acceptance of the Work or of Work yet to be performed.
2. If the inspection discloses any Work or obligations, in whole or in part, as being incomplete, immediately make the necessary corrections and notify the Agency and the Engineer as specified in Subparagraph 3.05B above.
 - a. The Agency and the Engineer will again proceed as provided herein.
 - b. This procedure will be repeated as necessary until the Agency gives written notice of Final Acceptance.

C. Once the Notice of Final Acceptance is issued, the date stated in the Notice of Final Acceptance will become the effective date of Final Acceptance and commencement of the warranty period.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the Work described in this Section.

4.02 PAYMENT

- A. No separate payment will be made for the Work of this Section because its cost is incidental to other payment items.

END OF SECTION

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SECTION 01 78 90

CONTRACT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Requirements for annotating, maintaining, logging, and delivering the Contract record documents.
2. Requirements for delivering record Samples.

B. Related Sections:

1. Section 01 33 00 – Submittal Procedures
2. Section 01 77 00 – Closeout Procedures

1.02 DEFINITIONS

- A. Contract record documents are defined as those required documents which show the Work of the Contract as actually installed, placed, erected, and applied prior to Final Acceptance of the Work.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with the requirements of Section 01 33 00, Submittal Procedures.
1. “As-built” set of Plans and Specifications. CDRL 01 78 90-1
 2. Contract documents, other than the Plans or Specifications, which were added to the Contract or modified after execution of the Contract. CDRL 01 78 90-2
 3. All other records including, but not limited to, subcontracts, purchase orders, employment records, Shop Drawings, Change Orders, field test records, quality control documents, and certificates of inspection. CDRL 01 78 90-3

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION**3.01 GENERAL**

- A. Submit the final Contract record documents to the Engineer to show the Work as actually installed, placed, erected, and applied prior to Final Acceptance of the Work.
- B. If the Engineer finds the Contract record documents as submitted unacceptable due to incompleteness or inaccurate information, they will be returned for corrective action.
- C. Resubmit the Contract record documents for acceptance until they are approved.
- D. Contract record documents must be approved prior to the release of Final Completion

3.02 PROJECT RECORD DOCUMENTS

- A. Contract record documents consist of:
 - 1. A set of Plans and Specifications marked, as specified herein, to indicate the "as-built" conditions of the Contract.
 - 2. Any Contract documents, other than the Plans or Specifications, which were added to the Contract or modified after execution of Contract, such as.
 - a. Contract Addenda
 - b. Contract Modifications such as Change Orders and Field Orders
 - c. Miscellaneous submittals such as:
 - 1) Reviewed Shop Drawings
 - 2) Reviewed Product Data
 - 3) Reviewed Samples
 - 4) Field test reports
 - 5) Inspection certificates
 - 6) Manufacturer's certificates
 - 7) Inspections by authorities having jurisdiction
 - 8) Nonconformance Reports
 - 9) Certificates of Inspection
 - 10) Special measurements or adjustments
 - 11) Tests and inspections

- 12) Design mixes
 - 13) Miscellaneous records including but not limited to purchase orders, employment records, quality control documents, project meeting minutes and reports.
3. All other records including, but not limited to, subcontracts, purchase orders, employment records, Shop Drawings, Change Orders, field test records, quality control documents, and certificates of inspection.
- B. As part of Contract closeout procedures described in Section 01 77 00, Closeout Procedures, provide the Contract record documents to the Engineer.

3.03 ANNOTATING CONTRACT RECORD DOCUMENTS

- A. Maintain one record copy of all Contract documents, Shop Drawings and permits, and Change Orders at the site specifically for annotating and recording the actual Work.
 1. Do not use the record drawings and specifications for construction purposes.
 2. Legibly record the information concurrent with the construction progress on at least a weekly basis.
 3. Do not conceal the Work until this information has been recorded.
 4. Maintain record documents in a clean, dry and legible condition.
 5. Provide access to record documents for the Engineer's inspection during normal working hours.
- B. Mark each page or sheet of the record drawings and specification book with "CONTRACT RECORD DOCUMENT".
- C. Mark the record documents to show the "as-built" conditions, which deviate from the conformed Contract documents, including field changes.
 1. Mark changes directed by the Agency or its designee in green.
 2. Mark deviations necessitated by field adjustment in red.
 3. Clearly indicate all changes with a cloud and triangle containing a revision number as specified below.
 - a. Assign a revision number to each change to a record drawing.
 - b. Enter the revision number in the revision block and have it initialed and dated by the Contractor's representative.
 4. Show all information on the record drawings.
 - a. Unless stated otherwise, incorporate the modifications required by Change Notices and Change Orders into the record drawings.

- b. No notations referencing the field notes, Change Notices, Change Orders or Requests for Information (RFI) will be accepted in lieu of making the actual changes to the record drawings.
- 5. Record the following utility information:
 - a. Horizontal and vertical location of underground utilities affected by the Work.
 - b. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the structure.
 - c. Field changes of dimension and detail, including as-built elevations and locations (station and offset).
- D. New drawings developed by the Contractor and having drawing numbers assigned by the Engineer may be included, provided that:
 - 1. The drawing information fits into the standard drawing size for the Project, 24 inches by 36 inches including the border frame of the drawing.
 - 2. The drawing is sealed by a professional registered in the State of California, complete with sealer's full signature and registration expiration date.
 - 3. The company name and logo appear on the drawing.
 - 4. The drawing title and drawing number are added to the record Index of drawings.
 - 5. Such drawings are placed at the back of the package.
- E. Maintain a drawing control log showing the current drawing revisions.
- F. In the event that record documents are not kept up, the Agency has the right to withhold all or part of the Contractor's progress billing until the record documents are updated to the satisfaction of the Engineer.

3.04 RECORD SAMPLES

- A. Immediately prior to Substantial Completion, meet with the Engineer at the site and determine which of the Samples submitted but maintained by the Contractor during the progress of the Work are to be transmitted for record purposes.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for the Work described in this Section.

4.02 PAYMENT

- A. No separate payment will be made for the Work of this Section because its cost is incidental to other payment items.

END OF SECTION

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SECTION 02 41 13**Selective Site Demolition****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. Furnish all labor, materials, and equipment necessary and incidental to the demolition, removal, and disposal of miscellaneous items from the worksite.
- B. Work under this section shall include but shall not be limited to
 - 1. Demolition, removal and disposal of existing structures, overhead wiring, poles, and related facilities as indicated on the Drawings.
 - 2. Demolition and disposal of miscellaneous concrete or asphalt paving, curb and gutter, sidewalks, pavement, fencing, landscaping, irrigation, plumbing and electrical systems, unsuitable soils, above-ground and underground utilities, and associated structures, frames, covers, and signs, as indicated on the drawings or as required for new construction.
 - 3. Protection of all Owner property and adjacent private property from damage during demolition and removal activities.
 - 4. Transport, unloading, and stacking of Owner's materials identified for salvage in the contract documents.
 - 5. Comply with the requirements of the latest CalGreen Code.

1.02 RELATED SECTIONS

- A. Section 31 23 33, Trenching and Backfilling.

1.03 PROJECT CONDITIONS

- A. Visit and examine the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal, and general work to be done under this section.
- B. On-site burning or burial of demolition materials will not be permitted.

- C. Take possession of all demolished materials, except as noted otherwise in the contract documents, and be responsible for disposing of them in accordance with applicable laws and regulations.
- D. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance. Provide pollution controls, dust control, erosion and sedimentation control, and other required protections in accordance with these specifications and requirements of Federal, state, and local agencies having jurisdiction over the work.
- E. When a certain level of noise or vibration is unavoidable because of the nature of the work or equipment involved and such noise or vibration is objectionable to the occupants of adjacent premises, make arrangements with the governmental authorities having jurisdiction, and perform such work or operate such equipment at the most appropriate time periods of the day.
- F. Contractor shall comply with the Soil Management Plan approved by the State of California Department of Toxic Substance Control (DTSC).

1.04 SUBMITTALS

- A. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- B. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work.
- C. Permits and notices authorizing demolition.
- D. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions.
- E. Private Property Owner's Release: If material demolished and removed from the work site will be deposited on private property, submit to the Engineer two copies of written releases not more than 15 days before the start of work. Releases shall absolve Owner and its member agencies from any responsibility in connection with the disposal of materials on private property and shall be signed by the owner(s) of the property on which the material will be deposited.

- G. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations. No private property owner will be allowed to transfer any material from Owner's property. It will be the Contractor's responsibility to remove all demolished material.
- H. Refer to Cal Green Code Requirements section for additional documentation submittal information.

PART 2 - PRODUCTS

2.01 PRODUCTS

- A. Provide all materials and equipment required for temporary or permanent construction as required for the proper execution of the work of this section.

PART 3 - EXECUTION

3.01 EXISTING STRUCTURES AND RELATED FACILITIES

- A. Perform the demolition and removal of demolition debris in accordance with the Drawings and the submitted and approved site demolition plan.
- B. All existing and temporary fences (when no longer required to protect and secure the construction site), structures of any character not necessary to the construction of the work, and other obstructions including all existing abandoned concrete pit foundations, footings, and bases upon or within the property shall be removed by the Contractor and disposed of to the satisfaction of the Engineer.
- C. Protect existing utilities, roadways, appurtenances, site utility structures, and other improvements that are not designated to be demolished. Provide and maintain all required temporary construction and facilities for the support and protection of the existing structures to remain. Restore damaged improvements not intended to be demolished.
- D. Contractor shall be responsible for the demolition of all interfering underground facilities below finished floor that impede the construction of the work that falls within the building and structure footprints, including but not limited to lift pits, pipe trenches, and duct trenches or as indicated on the Drawings.
- E. All demolition work, both above and below grade, beyond the above noted perimeter required to construct utility lines and systems shall be the responsibility of Contractor.

- F. Abandoned existing below grade utilities, site utility structures, and appurtenances within the new building and structure footprints shall not be left in place. Abandonment of in-place existing underground utilities, site utility structures, and appurtenances within these limits shall have prior approval from Engineer. Other utility lines abandoned in place shall be appropriately plugged and capped to prevent migration of soil or water.
- G. If Contractor's operation is in interference with any fences outside of the construction/demolition limits, Contractor shall be responsible for notifying the Engineer and shall obtain approval prior to any temporary fence relocation. The cost of relocation shall be incidental to the contract and at no cost to Owner.

3.02 CONCRETE SLABS

- A. Perform the demolition and removal of demolition debris in accordance with the submitted and approved plan.
- B. Saw-cut and remove concrete floor slab as needed in performance of this work.

3.03 WIRING AND POLES

- A. Not used.

3.04 UTILITIES

- A. Where existing site utilities within the new building and structure footprints are shown to be relocated on the drawings, the existing utility shall be permanently or temporarily rerouted/relocated and deemed operational by Owner before the existing utilities are taken out of service.
- B. Arrange with and perform work required by utility companies, municipal departments, and Owner for discontinuance or interruption of utility services due to demolition work.

3.05 BACKFILL OF DEMOLITION EXCAVATIONS

- A. Excavations created by demolition activities shall be backfilled in the same manner as excavations created for the location of existing underground utilities as set forth in Section 31 20 00, Earth Moving.

3.06 MAINTENANCE OF TRAFFIC, ACCESS, AND UTILITIES

- A. Do not interfere with the use of or access to adjacent buildings or property while work is in progress.
- B. Do not close or otherwise obstruct roads without obtaining Owner's written

permission.

- C. Maintain accessibility at all times to fire hydrants within the construction area.
- D. Ensure that utilities serving adjacent buildings remain in service.
- E. Do not remove lines or services of public utility companies. Where removal or relocation of such lines is required, make all necessary arrangements with the utility company involved.
- F. Coordinate with Owner and utility companies involved for shut-off of services if lines are active.
- G. Conduct operations with minimum interference to pedestrian and vehicular access. Maintain and protect egress and access at all times.

3.07 PROTECTION OF EXISTING PROPERTY AND IMPROVEMENTS

- A. Where on-site lines are shown on the Drawings to remain, protect and maintain such lines from damage.
- B. Protect from damage buildings, appurtenances, utilities, and site utility structures that are adjacent to demolition work.
- C. Erect and maintain temporary bracing, shoring, lights, barricades, and warning signs as necessary to protect roads and improvements from damage, including settlement.
- D. Provide adequate shoring to protect the shop areas within project limits during execution and/or removal and reconstruction of utilities or drainage systems.
- E. Conduct demolition activities so as to minimize interference with adjacent appurtenances, utilities, shop areas, structures, site utility structures, and occupancies.
- C. Cease operations immediately if existing utilities, shop areas, structures, or site utility structures appear to be in danger. Notify Engineer immediately. Do not resume operations until directed in writing by the Engineer.
- D. Restore structures and improvements within and adjacent to demolition to conditions prior to the start of work.

3.08 DEMOLITION ACTIVITIES

- A. Sawcut at the limits of existing pavement and other surfaces to be removed where indicated on drawings.

- B. Disconnect and remove utilities as shown on drawings.
- C. Remove appurtenances and site utility structures as shown on drawings.
- D. Backfill excavations caused as a result of demolition work. Backfill material shall be as specified in 31 20 00, Earth Moving.
- E. Rough grade and compact areas affected by demolition work.
- F. Demolished materials shall be temporarily relocated on site to a location designated by Owner, and ultimately removed.
- G. Where abandoned pipes and conduits are permitted to be left in place, cap or plug pipes and conduits with brick and mortar.
- H. Proceed with dewatering procedures only after approval of dewatering plan.

END OF SECTION

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SECTION 03 10 00**Concrete Forming and Accessories****PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes:**

1. Transport, labor, materials, and equipment to design, install, and remove formwork, including screeds and related work, for cast-in-place concrete.
2. Setting in forms, anchor bolts, metal inserts, sleeves, etc., embedded in concrete.
3. Miscellaneous concrete work, including but not limited to areaways, cast-in-place valve boxes, pits, splash blocks, equipment bases, concrete fill for steel pan stair treads, and other items as shown or required to complete the work.

B. Related Sections:

1. Section 03 20 00, Concrete Reinforcing.
2. Section 03 30 00, Cast-in-Place Concrete.

1.02 REFERENCE STANDARDS

- A. ASTM: ASTM International (formerly American Society for Testing and Materials).
- B. APA: APA – The Engineered Wood Association (formerly American Plywood Association).
- C. ACI: American Concrete Institute:
 1. ACI 117, Specifications for Tolerances for Concrete Construction and Materials.
 2. ACI 347, Guide to Formwork for Concrete.
 3. ACI 318, Building Code Requirements for Structural Concrete.

- D. SSPWC: Standard Specifications for Public Works Construction.
- E. AREMA: American Railway Engineering and Maintenance of Way Association.
- F. CBC: California Building Code, 2015 (CCR Title 24 Part 2).
- G. American Welding Society:
 - 1. AWS D1.1 – Structural Welding Code – Steel.
 - 2. AWS D1.4 – Structural Welding Code – Reinforcing Steel.
- H. American Concrete Institute:
 - 1. ACI 301 – Specifications for Structural Concrete.
 - 2. ACI 347 – Guide to Formwork for Concrete.

1.03 NOT USED

1.04 SUBMITTALS

- A. Submit manufacturer's data and installation instructions for proprietary materials including form coatings, ties, and accessories, and manufactured form systems if used. Also provide technical information on waterstop.
- B. Shop Drawings – Facilities
 - 1. Shop Drawings: Submit shop drawings showing form pattern layouts of all exposed exterior and interior concrete dimensioned to precisely locate grooves, form panel jointing, and similar features. Review and approval will not include form strength and adequacy.
 - 2. Record Documents: Keep an accurate record of the dates of removal of forms, form shores, and re shores, and furnish copies to the Engineer.

1.05 QUALITY ASSURANCE

- A. Facilities:
 - 1. Construct forms according to ACI 347 and conforming to tolerances specified in ACI 301, as applicable, unless exceeded by code requirements or otherwise indicated or specified.

2. Prior to construction of formwork for concrete beams and slabs above grade, Contractor shall conduct a meeting at the site to determine and define all cambers required for the project. The Engineer, structural engineer of record, Contractor, and Contractor's formwork installer shall be in attendance at this meeting.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials for forms in timely manner to ensure uninterrupted progress.
- B. Store materials by methods that prevent damage and permit ready access for inspection and identification.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Where products and manufacturers are listed, make submittals for proposed comparable products and substitutions.

2.02 FORM MATERIALS

- A. Facilities:
 1. Form Lumber: WCLIB Construction grade or better, WWPA No. 1 or better, or equal.
 2. Form Plywood: PS 1, Group I, Exterior Grade B-B plyform or better, minimum 5-ply and 3/4-inch-thick for exposed locations and not less than 5/8-inch-thick for unexposed locations, grade marked, not mill oiled. Plywood having medium or high density overlay is acceptable.
 3. Coated Form Plywood: For exposed painted concrete, plastic overlaid plywood of grade specified above, factory coated with a form coating and release agent.
 4. Joist Forms: Approved steel or molded plastic types as required.
 5. Special Forms: For exposed integrally-colored concrete, plywood as above with high density overlay, plywood with integral structural hardboard facing or fibrous glass reinforced plastic facing, or approved equal producing specified finish.

6. Form Ties: Prefabricated rod, flat band, wire, internally threaded disconnecting type, or equal, not leaving metal within 1-1/2 inches of concrete surface.
7. Form Coating: Non-staining clear coating free from oil, silicone, wax, not grain-raising. Where form liners are used, provide form coatings recommended by form liner manufacturer.
 - a. Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - 1) Nox-Crete PCE by Nox-Crete Products Group.
 - 2) Formshield WB by A.C. Horn, Inc.
 - 3) Cast-Off by Sonneborn, div. BASF Building Systems.
9. Form Liner: Rigid or resilient, types shown or directed, matching approved sample.
 - a. Subject to compliance with requirements, provide products of one of the following, or equal approved as a comparable product:
 - 1) Dayton Superior.
 - 2) Symons by Dayton Superior.
 - 3) Greenstreak.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
- B. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.
- C. Provide for openings, offsets, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features as required.
- D. Form ties shall be stainless steel of the removable-end, permanently

embedded body type and shall have sufficient strength and rigidity to support and maintain the form in proper position and alignment without the use of auxiliary spreaders. Cones shall be provided on the outer ends of each tie and the permanently embedded portion shall be at least 3 inches back from the concrete face.

- E. Conform to ACI 301 and ACI 347 except as exceeded by the requirements of Code, regulatory agencies, or specifications.
- F. Construction: Coat forms with resin coating or form oil, as approved by Design Engineer. Construct forms to exact shapes, sizes, lines, and dimensions required to obtain level, plumb, and straight surfaces. Provide openings, offsets, keys, reglets, anchorages, recesses, moldings, chamfers, blocking, screeds, drips, bulkheads, and all other required features. Make forms easily removable without hammering or prying against concrete. Space forms apart with metal spreaders. Construct forms to accurate alignment, location and grades, and provide against sagging, leakage of concrete mortar, or displacement occurring during and after placing of concrete. Coordinate installation of inserts and anchors in forms according to shop drawings and requirements for work of other sections.
- G. Camber: Place suitable jacks, wedges, or similar means to induce camber and to correct settlement in forms before and during concrete placing. Camber shall be as determined in pre-installation meeting specified above. In general, formwork shall be capable of accommodating camber of 1/8 inch per 10 feet of span plus 1/4 inch.
- H. Corners and Angles: Provide 3/4 inch by 3/4 inch beveled chamfer strips for all exposed concrete corners and angles unless otherwise indicated. Form concealed concrete corners and angles square unless otherwise indicated.
- I. Reglets and Rebates: Form required reglets and rebates to receive frames, flashing, and other equipment. Obtain required dimensions, details, and precise positions for work to be installed under other sections and form concrete accordingly.
- J. Form Joints: Fill joints to produce smooth surfaces, intersections, and arises. Use polymer foam or equivalent fillers at joints and where forms abut or overlap existing concrete to prevent leakage of mortar.
- K. Recesses, Drips, and Profiles: Provide smooth milled wood or preformed rubber or plastic shapes of types shown and required.
- L. Cleanouts and Cleaning: Provide temporary openings in all wall forms and other vertical forms for cleaning and inspection. Clean forms and surfaces to receive concrete prior to placing.

M. Re-Use: Clean and recondition form material before re-use.

3.02 FORM CONSTRUCTION

- A. Notify the Engineer one full working day prior to concrete placement, so that the forms can be inspected. Contractor shall correct any defective work found in the Engineer's inspection, prior to delivery of concrete to the project. Formwork surfaces that were in good condition and accepted for use, but were damaged during removal and handling, shall not be reused on additional pours.
- B. Forms shall be braced or tied to maintain the desired position, shape, and alignment during and after concrete placement.
- C. Form panels on each side of the panel joint shall be precisely aligned, by means of supports or fasteners common to both panels, to result in a continuous unbroken concrete plane surface.
- D. Forms shall be brought to a true line and grade, or a wooden guide strip shall be provided at the proper location on the forms so that the top surface can be finished with a screed or template for concrete which is to be finished to a specified elevation, slope, or contour.
- E. Support form materials by structural members spaced sufficiently close to prevent deflection. Undulations exceeding either 3/32 inch or 1/270 of the center-to-center distance between studs, joists, form stiffeners, form fasteners, or wales are unacceptable and may be rejected by the Engineer.
- F. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.
- G. Should any form or forming system, even though previously approved for use, produce a concrete surface with unacceptable undulations, its use shall be discontinued until modifications satisfactory to the Engineer have been made.
- H. Accurately place and securely support items to be built into the concrete.
- I. Sides of all footings and grade beams shall be formed, unless permission is obtained to place concrete directly against earth. Where this permission is granted, the footing or grade beam dimension shall be increased by 3 inches. Remove formwork prior to backfilling operations.

3.03 FORM COATINGS

- A. Coat form contact surfaces with form coating oil or resin (as approved by Design Engineer) before reinforcement is placed.
- B. Do not allow excess form coating to accumulate in the forms or to come in contact with surfaces which will bond to fresh concrete.
- C. Apply form coating in strict accordance with the manufacturer's written recommendations.

3.04 CONCRETE PLACEMENT

- A. The rate of deposition of concrete in forms shall be controlled to prevent deflections of the forms or form panels in excess of the deflections permitted by these specifications.

3.05 REMOVAL OF FORMS

- A. Take care in removing forms to avoid surface gouging, corner or edge breakage, and other damage to the concrete.
- B. Solidly pack form tie holes, rod holes, and similar holes in the concrete as specified in Section 03 30 00, Cast-In-Place Concrete.
- C. Remove forms in accordance with SSPWC Section 303-1.4.
- D. Do not remove concrete forms until concrete attains sufficient strength to support its own weight and all superimposed loads as determine by testing field cured concrete cylinders, but not sooner than specified in ACI 347, paragraph 3.7. Load supporting forms may be removed when concrete has attained 75 percent of required 28 day compressive strength, provided construction is re shored.
 - 1. Reshore structural members as specified below because of design requirements or construction conditions to permit successive construction.
 - 2. Remove formwork progressively so unbalanced loads are not imposed on the structure.
 - 3. Avoid damage concrete surfaces during form removal.
 - 4. Store reusable forms for exposed architectural concrete to prevent damage to contact surfaces.
 - 5. Remove formwork in same sequence as concrete placement to achieve similar concrete surface coloration.

E. Reshoring:

1. Reshoring of not less than half the full required shoring shall be added under last placed floor over which full shoring is to be placed for the next floor above. Leave reshoring in place for at least 7 days after the floor above is placed, but in no case remove reshoring until next concrete placing has attained a compressive strength equal to 66 percent of that required for the 28 day age as determined by control test cylinders specified hereinafter.

2. Record: Maintain a form and shoring removal record.

F. Shoring for Tributary Loads: Set temporary shoring for structural steel beams supporting cast-in-place concrete slabs. Such shoring is not required where beams are partially or totally encased with concrete nor for steel beams supporting concrete or masonry walls resting on the beams.

3.06 **FORMWORK TOLERANCES**

- A. Deflection: Limit deflection of forming surfaces from concrete pressure to L/240.

- B. Finish Lines: Position formwork to maintain hardened concrete finish lines within following permissible deviations.

1. Variation from Plumb:

a. In 10 feet	1/4 inch
b. In any story or 20 feet	3/8 inch
c. In 40 feet or more	3/4 inch

2. Variation from Level or Grades Indicated

a. In 10 feet	1/4 inch
b. In any bay or 20 feet maximum	3/8 inch
c. In 40 feet or more	3/4 inch

3. Cross-Sectional Dimensions

a. Minus	1/4 inch

- b. Plus 1/2 inch
- C. Building Lines: Variation of linear building lines from established position in plan and related position of columns, walls and partitions:
 - 1. In any bay or 10 feet maximum 1/2 inch
 - 2. In 40 feet or more 1 inch
- D. Slab Openings: Variations in size and location of sleeves and slab openings shall not exceed 1/4 inch.

3.07 SURVEY AND ADJUSTMENT

- A. Check forms before and during placement of concrete, using an instrument, and make corrections as work proceeds.

3.08 EMBEDDED PIPING AND ROUGH HARDWARE

- A. Where work of other sections require openings for passage of pipes, conduits, ducts, and other inserts in the concrete, obtain all dimensions and other information. All necessary pipe sleeves, anchors, or other required inserts shall be accurately installed as part of the work of other sections, according to following requirements.
- B. Conduits or Pipes: Locate so as not to reduce strength of concrete. In no case place pipes, other than conduits, in a slab 4-1/2 inches thick or less. Conduit buried in a concrete slab shall not have an outside diameter greater than 1/3 the slab thickness nor be placed below the bottom reinforcing steel or over top reinforcing steel.
- C. Sleeves: Pipe sleeves may pass through slabs or walls if not exposed to rusting or other deterioration and are of uncoated or galvanized iron or steel. Provide sleeves of diameter large enough to pass any hub or coupling on pipe, including any insulation.
- D. Conduits: Conduits may be embedded in walls only if the outside diameter does not exceed 1/3 the wall thickness, are spaced no closer than 3 diameters on centers, and do not impair the strength of the structure.

3.09 FIELD QUALITY CONTROL

- A. Inspection: Obtain inspection and approval of forms before placing structural concrete.

END OF SECTION

SECTION 03 20 00
Concrete Reinforcing

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Labor, materials, and equipment necessary and incidental to placing:
 - 1. Reinforcing bars for cast-in-place concrete.
 - 2. Reinforcing mesh for cast-in-place concrete.
 - 3. Accessories, including but not limited to chairs and tie wires.
 - 4. Steel bar reinforcing for masonry (furnish and deliver to site).
 - 5. Reinforcing bars for site-cast precast concrete.
 - 6. Miscellaneous concrete work, including but not limited to areaways, cast-in-place valve boxes, pits, splash blocks, equipment bases, and other items as shown or required to complete the work.

1.02 RELATED SECTIONS

- A. Section 03 10 00, Concrete Forming and Accessories.
- B. Section 03 30 00, Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS

- A. ACI – American Concrete Institute:
 - 1. ACI 301, Specifications for Structural Concrete.
 - 2. ACI 318, Building Code Requirements for Structural Concrete.
 - 3. ACI SP-66, ACI Detailing Manual.
- B. AWS – American Welding Society:
 - 1. ACI 301, Specifications for Structural Concrete.

2. AWS D1.4, Structural Welding Code—Reinforcing Steel.
- C. Caltrans – California Department of Transportation:
 1. Standard Specifications.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate bar sizes, spacing, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, supporting and spacing devices, and lengths of any lap splices.
- B. Product data and certifications for mechanical couplers.
- C. Product data for epoxy bonding adhesive.
- D. Certification: Manufacturer or supplier's certification that products meet specified requirements.
- E. Plan, procedures, and materials for anchoring reinforcing bars into existing concrete.
- F. Certification: Welding operator's certificate.
- G. Chemical Analysis: For bars to be welded, in accordance with code.

1.05 QUALITY CONTROL AND QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301, ACI SP-66, ACI 318, and Caltrans Standard Specifications.
- B. Provide the Engineer with access to fabrication plant to facilitate inspection of reinforcement. Provide notification of commencement and duration of shop fabrication in sufficient time to allow inspection.
- C. Source Quality Control: Quality Assurance and Quality Control, for general requirements and to following paragraphs for specific procedures. Testing laboratory shall perform following conformance testing, shall select test samples of bars, ties, and stirrups from the material at the site or from place of distribution, each sampling including at least two 18-inch pieces, and shall perform the following tests according to ASTM A615.
 1. Identified Bars: If samples are obtained from bundles as delivered from the mill, identified as to heat number, accompanied by mill analyses and mill test reports, and properly tagged with Identification Certificate so as to be readily identified, perform one tensile and one bend test for each

10 tons or fraction thereof of each size of bars. Submit mill reports when samples are selected.

2. Unidentified Bars: When positive identification of reinforcing bars cannot be made and when random samples are obtained, perform tests for each 2.5 tons or fraction thereof, one tensile and one bend test from each size of bars.

- D. Certification of Welders: All welding both in shop and in field shall be performed by certified welding operators.

1.06 MARKING AND SHIPPING

- A. Deliver materials in a timely manner to ensure uninterrupted progress.
- B. Bundle bars, tag with identification, and transport and store so as not to damage any material. Use metal tags indicating size, length and other marking shown on placement drawings. Maintain tags after bundles are broken. Store materials by methods that permit ready access for inspection and identification.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing Steel for Welding: ASTM A706, Grade 60, for structural concrete.
- B. Spiral Reinforcement: ASTM A82.
- C. Mechanical Couplers: Sleeve-threaded per Caltrans Standard Specifications Section 52-1.08C(2).
- D. Magnesium Phosphate Concrete: Conform to Caltrans Section 83-2.02D(1).
- E. Welded Wire Fabric: ASTM A185, furnished in sheets only.
- F. Reinforcing Bars: Chapter 19 of Code, ASTM A706, Grade 60. Deformations shall be in conformance with ASTM A615, unless otherwise indicated on drawings.
- G. Reinforcing Mesh: ASTM A185, mesh size and gauge as shown, 60 ksi minimum tensile strength. Provide mesh in flat sheets only.
- H. Welding Electrodes: AWS D1.4, Table 5.1 and 5.5 low hydrogen electrodes, E9018 for Grade 60 steel, E70XX Series for grade 40 steel.

2.02 ACCESSORY MATERIALS**A. For Buildings and Facilities:**

1. Tie Wire: ASTM A82, annealed copper-bearing steel, minimum 0.0625 inch (aka 16 gauge) uncoated diameter, galvanized.
2. Chairs and Similar Support Items:
 - a. Standard manufactured products conforming to CRSI Manual of Standard Practice.
 - b. Use dense precast concrete supports with embedded wire ties for reinforcement placed on grade. Elsewhere, use wire bar supports.

2.03 FABRICATION**A. For Buildings and Facilities:**

1. Comply with CRSI Manual of Standard Practice for fabrication of reinforcing steel.
2. Bending and Forming: Fabricate bars of the indicated sizes and bend and form to required shapes and lengths by methods not injurious to materials. Do not heat reinforcement for bending. Bend bars No. 6 size and larger in the shop only. Bars with unscheduled kinks or bends are subject to rejection. Use only tested and approved bar materials.
3. Welding: Use only ASTM A706 steel where welding is proposed. Perform welding, where shown or approved, by the direct electric arc process in accordance with AWS D1.4 using specified low-hydrogen electrodes. Preheat 6 inches each side of joint. Protect joints from drafts during the cooling process; accelerated cooling is prohibited. Do not tack weld bars. Clean metal surfaces to be welded of all loose scale and foreign material. Clean welds each time electrode is changed and chip burned edges before placing welds. When wire brushed, the completed welds must exhibit uniform section, smooth welded metal, feather edges without undercuts or overlays, freedom from porosity and clinkers, and good fusion and penetration into the base metal. Cut out welds or parts of welds found defective with chisel and replace with proper welding. Prequalification of welds shall be in accordance with Code.
4. Galvanizing: Hot-dip galvanize fully completed reinforcing assemblies where indicated, in accordance with ASTM A123.

PART 3 - EXECUTION**3.01 PLACEMENT**

- A. Coordinate with placement of formwork, formed openings, and other work.
- B. Install mechanical couplers in accordance with Caltrans Sections 52-1.08C(2) and manufacturer's instructions.
- C. Place, support, and secure reinforcement against displacement. Do not deviate from required position. Spot welding of chairs or other items to reinforcing steel is not permitted.
- D. Provide additional reinforcing bars at wall and slab openings as required. Before placing bars, and again before concrete is placed, clean bars of loose mill scale, oil, or any other coating that might destroy or reduce bond.
- E. Drill, install, and bond reinforcing steel dowels into existing concrete as indicated on the drawings, in accordance with Caltrans Section 51-1.13 and 83-2.02D(1) using the approved magnesium phosphate concrete (not mortar) and in accordance with the approved plan, procedures, and materials.
- F. Maintain concrete cover around reinforcing as indicated on drawings.
- G. Securing in Place: Accurately place bars and wire tie in precise position where bars cross. Bend ends of wire ties away from the forms. Wire tie bars to corners of ties and stirrups. Support bars according to CRSI's Placing Reinforcing Bars using approved accessories and chairs. Place precast concrete cubes with embedded wire ties to support reinforcing steel bars in concrete placed on grade and in footings. Use care not to damage vapor barriers where they occur.
- H. Exposed Concrete Surfaces: Provide stainless steel or exterior quality vinyl plastic tipped chairs, bolsters, and accessories where exposed on exterior or interior concrete surfaces not to be painted or permanently covered.
- I. Splices: Do not splice reinforcing bars at the points of maximum stress except where indicated. Lap splices as shown or required to develop the full strength or stress of bars. Stagger splices in horizontal wall bars at least 48 inches longitudinally in alternate bars and opposite faces.
- J. Field Welding of Bars: As specified for fabrication.
- K. Maintaining Bars In Position: Take adequate precautions to assure that reinforcing position and spacing is maintained during placement of concrete.

- L. Reinforcing Mesh: Lap one full mesh plus 2 inches, but not less than 6 inches, at splices, wire tie, and support the same as specified for bars.
- M. Splice Devices:
 - 1. Type and manufacture as noted on drawings. If substitution is requested, Contractor shall supply manufacturer's calculations and supporting data showing that proposed substitution conforms to requirements indicated and supplied.
 - 2. Install in accordance with manufacturer's written instructions.
 - 3. Splice in a manner developing at least 125 percent of the yielding strength of the bar.

3.02 FIELD QUALITY CONTROL

- A. The Engineer will perform field inspection, Quality Assurance and Quality Control. Reinforcement shall be placed in accordance with the approved detailed shop drawings.
 - 1. Inspection: Obtain inspection and approval of reinforcing before concrete is placed.
 - 2. Welding Inspection. Whether welding is done in the shop or at the site, perform welding of reinforcing bars under inspection of the independent testing laboratory welding inspector retained by Contractor.

END OF SECTION

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SECTION 03 30 00
Cast-In-Place Concrete

PART 1 – GENERAL**1.01 SUMMARY****A. Section Includes:**

1. Furnishing, placing, patching, and initial curing of cast-in-place concrete unless otherwise specified.
2. Grout and dry pack, except as otherwise specified.
3. Placing of embedded anchor bolts and inserts.
4. Vapor retarder under slabs on grade.
5. Water stops.
6. Blindside sheet-applied waterproof /vapor retarder.
7. Miscellaneous concrete work, including but not limited to areaways, cast-in-place valve boxes, pits, splash blocks, equipment bases, and other items as shown or required to complete the work.
8. Admixtures, curing materials, concrete hardeners, and water vapor reducing admixture.

B. Related Sections:

1. Section 03 10 00, Concrete Forming and Accessories.
2. Section 03 20 00, Concrete Reinforcing.

1.02 REFERENCE STANDARDS

- A. SSPWC: Standard Specifications for Public Works Construction.
- B. Caltrans: State of California Department of Transportation, Standard Specifications.
- C. ACI, American Concrete Institute:

1. ACI 117, Specifications for Tolerances for Concrete Construction and Materials.
 2. ACI 301, Specifications for Structural Concrete, Sections 1-5.
 3. ACI 318: Building Code Requirements for Structural Concrete and Commentary.
- D. ASTM: ASTM International (formerly American Society for Testing and Materials):
1. ASTM C33, Standard Specification for Concrete Aggregates.
 2. ASTM C330, Standard Specification for Lightweight Aggregates for Structural Concrete.
 3. ASTM C150, Standard Specification for Portland Cement.
 4. ASTM C94, Standard Specification for Ready-Mixed Concrete.
 5. ASTM D882, Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
 6. ASTM D1709, Standard Test Methods for Impact Resistance of Plastic Film by the Free-Falling Dart Method.
 7. ASTM E96, Standard Test Methods for Water Vapor Transmission of Materials.
 8. ASTM F1249, Standard Test Method for Water Vapor Transmission Rate through Plastic Film and Sheeting Using a Modulated Infrared Sensor.
 9. ASTM D 5084, Standard Test Method for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Permeameter.
- E. AREMA: American Railway Engineering and Maintenance-of-Way Association, Manual for Railway Engineering.
1. Volume 2, Chapter 8, Concrete Structures and Foundations.

F. California Codes:

1. California Building Code, 2010 edition.

G. AWS: 2008 American Welding Society.

1. AWS D1.1 – Structural Welding Code – Steel.
2. AWS D1.4 – Structural Welding Code – Reinforcing Steel.

1.03 NOT USED

1.04 SUBMITTALS

- A. Mix Designs: Submit concrete design documentation before bringing material to project site. Demonstrate conformance with specifications.
- B. Product Data: For cement, aggregates, admixtures, curing materials, joint devices, bonding epoxy, and attachment accessories.
- C. Shop Drawings: For structural concrete and concrete slabs showing dimensioned locations, types of construction and expansion joints, and method of keying.
- D. Warranty Information: Provide manufacturer's warranty document stating products conform to the warranty periods noted below.

1.05 QUALITY CONTROL

- A. Perform work in accordance with ACI 301.
- B. Compliance with Regulations: All materials shall comply with the current rules and regulations of SCAQMD, including rules regarding volatile organic compounds, and with EPA rules and regulations for dangerous substances in construction products.
- C. Concrete Manufacturer: Furnish concrete from licensed commercial ready-mix concrete plants conforming to ASTM C94 and approved by building official. Requirements herein govern when exceeding ASTM C94.
- D. Allowable Tolerances: Construct concrete conforming to the tolerances specified in ACI 117, Standard Specifications for Tolerances for Concrete Construction and Materials, as applicable, unless exceeded by requirements of regulatory agencies or otherwise indicated or specified.

E. Source Quality Control: Refer to the following paragraphs for specific procedures. Concrete materials which, by previous tests or actual service, have shown conformance may be used without testing when so approved by the Engineer and building official. Testing laboratory retained by Contractor shall perform following conformance testing.

1. Portland Cement: Furnish mill certificates, acceptable to Engineer and building official, showing conformance with requirements specified; otherwise, the testing laboratory shall test each 250 barrels of cement in accordance with ASTM C150.
2. Aggregate For Normal Weight Concrete: Test the aggregate before and after concrete mix is designed and whenever character of aggregate varies or source of material is changed. Include a sieve analysis. Obtain samples of aggregates at the dry batching or ready-mix concrete plant in accordance with ASTM D75 and perform tests for the following properties:

PHYSICAL PROPERTIES		
Physical Properties	Test Method	Minimum Values
Sieve analysis	ASTM C136	
Organic impurities	ASTM C40	Fine aggregate not darker than reference standard color
Physical Properties	Test Method	Minimum Values
Soundness	ASTM C88	Loss after 5 cycles not more than 8 percent of coarse aggregate, nor more than 10 percent of fine aggregate
Abrasion	ASTM C131	Weight loss not more than 10.5 percent after 100 revolutions, 42 percent after 500 revolutions
Deleterious materials	ASTM C33	
Materials finer than No. 200 sieve	ASTM C117	Not over 1 percent for gravel, 1.5 percent for crushed aggregate
Reactivity potential	ASTM C227, C289	Ratio of silica released to reduction in alkalinity not to exceed 1.0.

Sand equivalent	ASTM D2419	California sand equivalent values operating range not below 71 percent

1.06 CONCRETE MIX DESIGNS

- A. Testing laboratory shall design concrete mixes for concrete requiring 28-day compressive strength exceeding 2000 psi. Contractor shall bear all costs for concrete mix designs.
- B. Strength Requirements: Design mixes for structural concrete for minimum 28-day compressive strengths required by drawings and specifications. All mix designs for structural concrete shall be proportioned in accordance with Section 3.9 of ACI 301. If trial batches are used, the mix design shall be prepared by Contractor's independent testing laboratory and shall achieve an average compressive strength 1200 psi higher than the specified strength. This over-design shall be increased to 1400 psi when concrete strengths over 5000 psi are used.
- C. Basis of Mix Designs: Design all mixes for workability and durability of concrete. Control mixes in accordance with ACI 301. Make adjustments in water/cement ratios as necessary for required concrete strengths at the Contractor's expense. Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.
- D. Maximum Aggregate Sizes: Not exceeding 3/4 of minimum clear space between bars and between bars and forms, nor larger than 1/5 of least dimensions between the forms. Design the mixes with 3/4 inch maximum size, except maximum 1-1/2 inch size for foundations and maximum 3/8 inch size at congested reinforcing or thin sections, when approved by the Engineer.
- E. Air Content: All normal weight concrete shall contain an air-entraining agent producing air content of 3.5 percent to 6.5 percent by volume and adjusted for weather conditions. All interior slabs shall have a maximum air content of 3 percent.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials in timely manner to ensure uninterrupted progress of the work. Also see 3.06, Field Quality Control, herein, for requirements regarding truck load tickets and time limits from when concrete is dispatched until it is placed.

- B Store materials by methods that prevent damage and permit ready access for inspection and identification.

1.08 PROJECT SITE CONDITIONS

- A. Do not place concrete during rain or adverse weather conditions without means to prevent all damage. Conform to requirements specified hereinafter whenever concrete placement is required during cold or hot weather.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Where products or manufacturers are listed, make submittals for proposed comparable products and substitutions.

2.02 MATERIALS

- A. Use materials and methods which comply with Caltrans Standard Specifications Section 51, Concrete Structures.
- B. Concrete not otherwise specified shall have compressive strength of not less than 4000 psi at 28 days with a maximum slump of 4 inches.
- C. Cement: Type II low alkali conforming to ASTM C150. The same type and source of cement shall be used throughout the entire project.
- D. Bonding Epoxy: Epoxy resin adhesive conforming to Caltrans Standard Specifications Section 95-2.03.
- E. Premolded Expansion Joint Filler: ASTM D1751.
- F. Aggregates:
 - 1. Normal Weight Aggregates: ASTM C33, Class 1N.
 - 2. Lightweight Aggregates: ASTM C330.
- G. Admixtures:
 - 1. Chemical (Water Reducing) Admixture: ASTM C494, Type A, D, or E. Use only one brand. Use is subject to approval of Engineer; when used, reduce the mixing water at least 10 percent without entraining air in

excess of 2 percent by volume. If the water reducing agent entrains more than 2 percent air, the water reduction shall be at least 12 percent, but in no case shall the water reducing agent entrain air in excess of 4 percent.

2. Air-Entraining Admix: ASTM C260.
3. Pozzolan: ASTM C618, Class F or C Fly Ash, 100 pounds maximum per cubic yard, containing 1 percent or less carbon. Fly ash shall not be used in excess of 20 percent by weight of total cement quantity.
4. Super-Plasticizers (High Range Water Reducers): ASTM C494, Type F or G. Capable of producing concrete which can be placed at 8-11 inch slump without segregation, capable of maintaining slump within 2 inches of that initially mixed for 2 hours, and of maintaining concrete temperature within 2 deg F from time of batching for 2 hours minimum.
 - a. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - 1) Rheobuild 1000, BASF Construction Chemicals.
 - 2) Eucon 37, Euclid Chemical Company.
5. Color Admixture: Both standard and retarder types as required for field placing conditions.
 - a. Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - 1) Chromix, L. M. Scofield Company.
 - 2) Colorfull Concrete Color, Admixtures, Inc.
6. Concrete Slab Hardeners/Sealers:
 - a. Apply liquid penetrating floor hardener/sealer; clear, chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.
 - b. Locations: Apply at the following locations.
 - 1) All new interior concrete.

- c. Basis of Design: Chemisil/Chemisil Plus OR by ChemMasters Specialty Construction Products. Or subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:

- 1) Atlas Tech Products.
- 2) Euclid Chemical Company.
- 3) L & M Construction Chemicals, Inc.

7. Water Vapor Reducing Admixture (WVRA):

1. Designed to have a natural chemical reaction with elements inside the cementitious material to eliminate the route of moisture vapor emission through material by integrally and permanently closing the capillary system.

- 1) Product: Vapor Lock 20/20, by SPG (Basis of Design).
- 2) Water Vapor Transmission: Maximum 0.03 US perms per ASTM E-96
- 3) Water Proofing: Minimum 1×10^{-8} cm/s per ASTM D-5084
- 4) Toxicity: None
- 5) Flammability: None
- 6) Solvent: None; water base
- 7) Acid Resistance: Excellent
- 8) Hazardous Vapors: None
- 9) Capillary Break: Calcium Silicate Hydrate
- 10) VOC Levels: Zero
- 11) Location: As noted on the plans.
- 12) Warranty: Ten year warranty.

- b. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - 1) SPG (Basis of Design)
 - 2) Moxie International
 - 3) Barrier One, Inc.
- H. Water: From potable domestic source.
- I. Curing Materials:
 - 1. Liquid Curing Compound: ASTM C309, Type I, Class B, complying with SCAQMD rules and Federal air quality regulation 40 CFR 52.254.
 - a. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - 1) Mastercure 100 WB, BASF Construction Chemicals.
 - 2) 1100-Clear Series, W. R. Meadows.
 - 2. Curing Sheet: ASTM C171, non-staining white types.
 - 3. Evaporation Retardant and Finishing Aid:
 - a. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - 1) Confilm, BASF Admixtures.
 - 2) Eucobar, Euclid Chemical Company.
- J. Vapor Retarder: 10 foot minimum width. Regular plastic sheeting is not acceptable. Provide minimum 2 inch wide waterproof plastic self-adhering tape recommended by vapor retarder manufacturer for sealing edges and ends of sheeting.
 - 1. Performance Requirements:
 - a. ASTM E1745, Class A.

- b. Water Vapor Transmission Rate: ASTM E96 or ASTM F1249, 0.2 perms or lower. This standard also applied to seam tape and sealant.
 - c. Tensile Strength: ASTM D882, 75 lfb/in. or greater.
 - d. Puncture Resistance: ASTM D1709, 3000 grams or greater.
2. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
- a. Stego Wrap 15, Stego Industries.
 - b. Vapor Block 15, Raven Industries.
 - c. Moistop Ultra 15, Fortifiber Corp.
 - d. Griffolyn 15 mil Green, Reef Industries.
- K. Non-Shrink Grout: Conform to Corps of Engineers CRD-C621, and as follows:
1. Metallic for Concealed Areas: Factory packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107; non-gas-forming and free of oxidizing catalysts and inorganic accelerators, used as dry or damp pack, or mixed to a 20-second flow (CRD-C621), without segregation or bleeding at any temperature between 45 deg F and 100 deg F. Working time 30 minutes or more.
- a. Products: Subject to compliance with requirements, provide one of the following, or, or equal approved as a comparable product.
 - 1) Embeco 885, BASF Building Systems.
 - 2) Five Star Metallic Grout, Five Star Products.
2. Non-Metallic for Exposed Areas: With same characteristics as specified for concealed areas.
- a. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product.
 - 1) Masterflow 928, BASF Building Systems.
 - 2) Hi-Flow Grout, Euclid Chemical Company.

3) SikaGrout 212 High Performance Anchoring Grout, Sika Corporation.

L. Drypack: Field mixture of 1 part Portland cement to 2 parts fine aggregate mixed to a damp consistency such that a ball molded in the hands will stick together and hold its shape. At Contractor's option, the specified admixture may be added for increased workability at lower water/cement ratio. In lieu of field mixing, Contractor may use factory mixed drypack material as follows:

1. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:

a. Set Grout, BASF Building Systems.

b. Dry Pack Grout, Euclid Chemical Company.

M. Waterstops:

1. Williams Products Inc. "Efficiency Waterstops" or equal approved as a comparable product, neoprene or polyvinyl chloride types shown, joints per manufacturer's directions. For walls, flat ribbed type, minimum 6 inches width by 3/8 inch thick at center with minimum 7 ribs each side of each flange. For slabs, ribbed center bulb type, minimum 9 inches wide by 3/8 inch thick next to bulb, minimum 9 ribs on each side of each flange, bulb minimum 1/2 inch ID and 7/8 inch OD.

a. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:

i. Everlastic, Williams Products Inc.

ii. PVC waterstops, Greenstreak, Inc.

2. Butyl Rubber Expanding Waterstops: Section provides for an expanding hydrophilic waterstop. Attach waterstop using masonry nails 1½ in. - 2 in. long with a washer ¾ in. in diameter. Hilti EM6-20-12 FP8 shot fired fixings with ¼ in. nuts and ¾ in. diameter washers may also be used, or as otherwise indicated by the manufacturer's instructions. Attachments should be spaced at a maximum of 12 in. centers with a minimum spacing that ensures proper contact to substrate

a. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:

- i. Grace Construction Products; Adcor ES
 - ii. Greenstreek, Swellstop
- N. Expansion Joint Filler: Asphalt impregnated fiber or nonextruding foam type, conforming to ASTM D994 and D1751, or D1752.
- O. Construction Joint Materials:
 - 1. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - a. Key-Loc Joints, Form-a-Key Products.
 - b. Keyway PVC Tongue and Groove Joint Form, Sealtite by W. R. Meadows.
- P. Bonding Agent:
 - 1. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - a. Weld-Crete, Larsen Products Co.
 - b. Intralok, Sealtite by W. R. Meadows.
- Q. Blindside Sheet-Applied Waterproofing /Vapor Retarder:
 - 1. Pre-applied sheet membrane waterproofing that forms an integral, permanent bond to poured concrete. Shall be a composite sheet membrane comprising 0.5 mm (0.020 in.) of high density polyethylene film, and layers of specially formulated synthetic adhesive layers. Provide tape and other accessories required by manufacturer for complete and waterproof insulation. Provide written five year material warranty issued by the membrane manufacturer upon completion of work. Install per manufacturer's recommendations. Work shall be for the following applications as located on the drawings.
 - a. Vertical Applications: Membrane applied against soil retention system prior to placement of concrete foundation walls.
 - b. Horizontal Applications: Membrane applied on prepared subbase prior to placement of concrete slabs.

2. Products: Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - a. Grace Construction Products; Preprufe 200 (basis of design).
 - b. Carlisle
 - c. Cetco
3. Properties:

Film Thickness	ASTM D 3767 Method A	0.5 mm (0.020 in.) nominal
Low Temperature Flexibility	ASTM D 1970	Unaffected at -23°C (-10°F)
Elongation	ASTM D 412 Modified ¹	>300%
Crack Cycling at -23°C (-10°F), 100 Cycles	ASTM C 836	Unaffected
Tensile Strength, Film	ASTM D 412	27.6 MPa (4,000 lbs/in. ²) minimum
Peel Adhesion to Concrete	ASTM D 903 Modified ²	880 N/m (5.0 lbs/in.)
Resistance to Hydrostatic Head	ASTM D 5385 Modified ³	10 m (30 ft) minimum
Puncture Resistance	ASTM E 154	600 N (135 lbs) minimum
Permeance	ASTM E 96 Method B	<0.6 ng/m ² sPa (0.01 perms)
Water Absorption	ASTM D 570	<0.5%

2.03 **GROUT MIXES**

A. Portland Cement Grout:

1. Prepare grout consisting of Portland cement, sand, and water.
2. Use Portland cement grout in recesses, holes, and surfaces under structural members, and at other locations shown.
3. Do not use staining ingredients in grout exposed to view.
4. Formulation: Two parts sand and one part cement measured by volume. Mix grout with sufficient water to permit placing and packing, approximately 45 minutes before use.

- B. Non-Shrink Grout: Non-shrink grout shall conform to ASTM C1107, Grade A, and shall be a commercial formulation suitable for the proposed application.
- C. Curing: After grout has attained initial set, keep damp for minimum of 24 hours.

2.04 JOINT SEALANT

- A. Joint Protection.
 - 1. Sealants for horizontal concrete surfaces in exposed areas shall be non-tracking, and sealants for vertical joints shall be non-sagging.
 - 2. For work above grade, use silicone sealants and quick-drying clear primers as recommended by sealant manufacturer.
 - 3. Sealant Backer Rod: Compressible rod stock of polyethylene foam, neoprene foam, or other flexible, permanent, durable, nonabsorptive material as recommended by sealant manufacturer and compatible with sealant.

2.05 CONCRETE MIXING

- A. Furnish ready-mixed concrete from an approved concrete batch plant. Conform to ASTM C94, except materials, testing, and mix designs as specified herein. Use transit mixer trucks equipped with automatic devices for recording number of revolutions of drum.
- B. Admixtures: All approved admixtures shall be introduced into the concrete at the batch plant. Field additions are not acceptable.
- C. Slump: Adjust quantity of water so that concrete at point and time of placing does not exceed the following slumps when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast.

SLUMP AND WATER/CEMENT RATIOS		
Part of Structure	Maximum Slump Inches*	Maximum Water-Cement Ratio
Footings, foundation walls, and mass concrete, not reinforced	4	0.6
Slabs on grade, reinforced and non-reinforced	4	0.45

Reinforced concrete over 8" thick	4	0.5
Reinforced concrete 8" or less thick	4	0.5
All other concrete	4	0.5

*If super-plasticizers are used, slumps may be 8 inches to 10 inches for all concrete, with water-cement ratio unchanged or lower than slumps without admixture.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify requirements for concrete cover over reinforcement.
- B. Verify that anchors, seats, plates, weep drains, reinforcement, and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete. Temporarily fill voids in sleeves, inserts, and anchor slots using readily removable materials to prevent entry of concrete into voids.

3.02 PREPARATION

- A. Where new concrete is to be placed against existing concrete, prepare previously placed concrete by abrasive blasting or bush hammering to expose clean aggregate and roughened surface to 1/4 inch amplitude. Coat the surface with bonding epoxy in accordance with manufacturer's instructions.
- B. Remove all free water from forms before concrete is deposited. Remove hardened concrete, debris, and foreign materials from interior surfaces of forms, exposed reinforcing, and from surfaces of mixing and conveying equipment.
- C. Wetting: Wet wood forms sufficiently to tighten up cracks. Wet other materials sufficiently to reduce adsorption and to help maintain concrete workability.
- D. Earth Subgrade: Dampen 24 hours before placing concrete, but do not muddy. Re-roll where necessary for smoothness and remove loose material.
- E. Gravel Fill: Recompact disturbed gravel and bring to correct elevation.
- F. Sand Beds or Subslab Drainage Fill: Recompact disturbed material and bring to correct elevation.

- G. Vapor Retarder: Install in accordance with ASTM E1643. Place on 4 inch layer of clean damp sand, fine- to medium-grained, moistened immediately prior to concrete placement. Lap joints 6 inches in the direction of concrete spreading and tape seal. Seal joints at walls and around penetrations with tape. Wire chairs for reinforcement shall be placed on top of 24 gauge steel plates to prevent puncture of vapor retarder.
- H. Screeds: Set screeds at walls and maximum 8-foot centers between. Set to provide level floor. Check with an instrument level, transit, or laser during placing operation to maintain level floor.
- I. Screeds Over Vapor Retarder: Use weighted pad or cradle type screeds and do not drive stakes through the vapor Retarder. Check with an instrument level, transit, or laser.
- J. Metal Floor Decking: Verify that decking joints are sealed and there are no openings or voids that will permit concrete leakage.
- K. Composite Steel Beams: Provide shores for tributary construction loads to floor and roof beams as required, or camber the beams as approved by Engineer.
- L. Expansion Joint Filler: Install where slabs abut buildings and elsewhere as indicated. Install full depth of concrete with top level with finished surface of concrete.

3.03 PLACING CONCRETE

- A. Load Tickets: See 3.06, Field Quality Control.
- B. Conveying and Placing: Do not place concrete until the reinforcing steel, forms, or metal decking have been approved. Do not use aluminum tubes or any aluminum equipment for pumping concrete, nor allow concrete to free fall from its point of release at mixer, hoppers, tremies, or conveying equipment more than 6 feet for concealed concrete and 3 feet for exposed concrete. Deposit concrete so that the surface is kept level throughout, a minimum being permitted to flow from one portion to another. Place concrete in horizontal layers not more than 18 inches thick within 45 minutes after water is first added to the batch. Place concrete by methods that prevent segregation of materials.
 - 1. Where new concrete is placed against or on old or existing concrete, apply bonding agent to properly prepared surface of old concrete prior to placement of new concrete.

- C. Joints In Concrete: Locate joints only where approved, and obtain prior approval for points of stoppage of any pour. Clean and roughen the surface of construction joints by removing the entire surface and exposing 1/4 inch amplitude of clean aggregate solidly embedded in mortar matrix by sandblasting, chipping, use of an approved surface retarder, or equal. Water and keep hardened concrete wet for not less than 24 hours and slush with Portland cement slurry just before placing joining concrete. Cover horizontal surfaces of existing or previously placed and hardened concrete with a 2 inch thick layer of fresh concrete less 50 percent of coarse aggregate just before balance of concrete is placed.
1. Exception: When using super-plasticizers, the free fall, horizontal layer thickness and time limitations may be doubled.
- D. Vertical Elements: Stop placement of concrete in walls and columns 1-1/2 inch below bottom of beams or supported slabs. Stop placement at sills and heads of wall openings in the same manner. Allow concrete in vertical elements to be in place at least 2 hours and until vertical settlement has ceased before placing concrete for floor framing.
- E. Compacting: Compact each layer of the concrete as placed with mechanical vibrators or equivalent equipment. Transmit vibration directly to concrete and in no case through the forms unless approved. Accomplish thorough compaction. Supplement by rodding or spading by hand adjacent to forms. Compact concrete into corners and angles of forms and around reinforcement and embedded fixtures. Recompress deep sections with congestion due to reinforcing steel as required.
- F. Operation of Vibrators: Do not horizontally transport concrete in forms with vibrators nor allow vibrators to contact forms or reinforcing. Push vibrators vertically into the preceding layers that are still plastic and slowly withdraw, producing maximum obtainable density in concrete without creating voids or segregation. In no case disturb concrete that has partially set. Vibrate at intervals not exceeding two-thirds the effective visible vibration diameter of the submerged vibrator. Avoid excessive vibration that causes segregation. Use and type of vibrators shall conform ACI 309R, Guide for Consolidation of Concrete.
- G. Correction of Segregation: Before placing next layer of concrete, and at the top of last placement for vertical elements, remove concrete containing excess water or fine aggregate or showing deficiency of coarse aggregate and fill the space with compacted concrete of correct proportions.
- H. Waterproof Membranes & Vapor Retarders: Perform work adjacent to waterproof membranes to prevent damage to membranes. Arrange work so

that membrane is left unprotected for minimum period of time, as approved. Prior to placing concrete, inspect the membrane and arrange for repair to all damage which may have occurred.

- I. Concrete Encased Columns: Clean columns as specified for cleaning other steel in contact with concrete. When concrete is not carried to structure above, stop concrete perpendicular to column axis at the same elevation on all parts of all columns in the space. Float top neatly to column.
- J. Slabs:
 - 1. Float Finish: Place, consolidate, strike off, and level concrete slab to proper elevation. Use highway straightedge, bull float or darby. Remove all bleed water. After the concrete has stiffened sufficiently to permit the operation, and water sheen has disappeared, the surface shall be floated, at least twice, to a uniform polished/sealed surface. Match existing slab color to extent feasible. Remainder of finishing operations shall be as specified for each type of surface.
 - 2. On-Grade Slabs: Place with maximum 40-foot edge dimension. Generally locate joints on column lines, exact locations as directed or approved.
 - 3. On-Grade Slab Construction and Contraction Joints: Use types as indicated at column lines intermediate locations.
 - 4. Expansion Joints: Conform to Drawing details and approved submittal. Provide expansion joint filler finished flush with slab surface except for those joints shown to be sealed with sealant.
 - 5. Control Joints: Provide for concrete slabs as indicated. At Contractor's option, "Soff-Cut" saw or equal may be used to depth of 1-1/4 inches immediately providing spalling or undercutting of the concrete does not occur, and in no case shall slab reinforcement be cut or damaged. Conventional saws shall be used as soon as possible without dislodging aggregate to 1/4 slab thickness. Complete sawing of joints within 24 hours after finishing is completed. If early sawing causes undercutting or washing of the concrete, delay the sawing operation and repair the damaged areas. The saw cut shall not vary more than 1/2 inch from the true joint alignment. Discontinue sawing if a crack develops ahead of a saw cut. Immediately after each joint is sawed, thoroughly clean the saw cut and adjacent concrete surface. Respray surfaces treated with curing compound which are damaged during the sawing operations as soon as the water disappears. Protect joints in a manner to prevent the curing compound from entering the joints.

6. On-Grade Slab Construction and Contraction Joints: Use standard types equal to Key-Loc construction joint at column lines and Keyway contraction joint at intermediate spacings. Machine saw cut 1/8 inch by 3/4 inch deep intermediate joints where indicated or approved. Conform to approved submittal.
- K. Water Vapor Reducing Admixture (WVRA): Apply per the manufacturer's written instructions. Add to concrete mix design; liquid products applied to surface are not acceptable.
- L. For proper application of concrete hardener/sealer, curing periods of concrete must comply with manufacturer's recommendations.

3.04 FINISHES

- A. General: Comply with recommendations in ACI-302.1R for screeding, re-straightening, and finishing operations for concrete surfaces.
- B. Formed surfaces not exposed to view shall receive ordinary surface finish in accordance with Caltrans Standard Specification Section 51-1.18A, Ordinary Surface Finish.
- C. Fresh concrete at unformed surfaces, other than construction joints, shall be tamped, struck off level, and given a wood float finish that provides a surface free of undulations greater than 1/4 inch in 10 feet. Surfaces subject to pedestrian or vehicle traffic shall receive a broom finish.
- D. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces to receive trowel finish, built-up or membrane roofing.
- E. Smooth/Hard Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view, interior slab areas, or to be covered with resilient

flooring, epoxy flooring, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.

2. Finish surfaces to the following tolerances, measured within 24 hours according to ASTM-E-1155/E-1155M for a randomly trafficked floor surface:
 - a. Specified overall values of flatness, F(F)-35; and levelness, F(L)-25; with minimum local values of flatness, F(F)-24; and levelness, F(L)-17; for slabs-on-grade.
 3. Finish and measure surface so gap at any point between concrete surface and an unlevelled freestanding 10-foot- long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed the following:
 - a. 1/8 inch.
 4. Coordinate with concrete hardener.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.05 CURING AND PROTECTION

- A. Keep forms containing concrete in a wet condition until removed. Keep concrete continuously moist for not less than 7 days after placement. Keep concrete moist with a fine fog water spray until protected by curing media.
- B. During times of dry or excessive winds, high ambient temperature, low humidity, or other ambient conditions causing rapid drying, use specified evaporation retardant and finishing aid material according to the manufacturer's instructions and cure concrete with a fine fog spray of water, or equal, applied both during and after finishing and continued until final curing operations are started.
- C. Use the water curing method, curing sheet material, or a clear liquid membrane-forming curing compound except as otherwise specified.
- D. Do not use any type of finishing or curing materials or methods that interfere with the correct application or bonding of subsequent materials; verify exact requirements as they apply to all applicable materials.

3.06 FIELD QUALITY CONTROL

- A. Truck Load Tickets: Obtain a load ticket for each concrete delivery. Provide a legible copy to the Owner's Inspector. Prior to pouring, verify that concrete in truck has not exceeded allowable travel time – as defined by ACI standards – between plant and site.
- B. Level of Floors: Continuously monitor concrete placing to maintain level floor by use of an instrument level, transit, or laser.
- C. Continuous Inspection: Construct structural concrete exceeding 2000 psi compressive strength under continuous inspection of inspector. Obtain inspection and approval of forms and reinforcing by building department as required and by the inspector before placing structural concrete.
- D. Testing of Concrete: Omnitrans will engage a testing laboratory to perform the following tests. Samples for testing shall be obtained in accordance with ASTM C172, and shall be taken from as close to point of placement as possible. The following procedures will be utilized by Omnitrans' laboratory:
 - 1. Compressive Strength Tests: Cast one set of three or more cylinders from each day's placing and each 150 cubic yards, or fraction thereof, or not less than once for each 2000 square feet of surface area for slabs and walls, of each strength of structural concrete. Date cylinders, assign record number, and tag showing the location from which sample was taken. Also record slump test result of sample. Do not make more than two series of tests from any one location or batch of concrete.
 - 2. Test Cylinders: Samples will be made in accordance with ASTM C172. Cast cylinders according to ASTM C31; 24 hours later, store cylinders under moist curing conditions at about 70 deg F. Test according to ASTM C39 at 7 and 28 day ages. The remaining cylinder shall be kept in reserve in case tests are unsatisfactory.
 - 3. Control Test Cylinders: Cast a set of two or more cylinders for each day's placing of concrete for slabs supported on shoring. Place test cylinders on slabs represented by cylinders and cure the same as slabs. Test cylinders to determine proper times for removal of shores and reshoring. A strength test shall be the average of the compressive strengths of 2 cylinders made from the same sample of concrete and tested at 28 days.
 - 4. For water vapor reducing admixture: Maintain 4" cylinders minimum (1) year from date of substantial completion. Product assurance testing per

ASTM D-5084 and per manufacturer's instructions; one test cylinder per building borne by the supplier.

- E. Core Tests: If tests show the compressive strength of any concrete falls below the required minimum, additional testing of concrete which unsatisfactory tests represent may be required. Omnitrans' testing laboratory will make core tests according to ASTM C42. Fill core holes with drypack concrete of strength required for concrete. Contractor shall bear cost of tests for below-strength concrete even if such tests indicate concrete has attained required minimum compressive strength, and all costs for required corrections.
- F. Testing by Omnitrans laboratory does not relieve Contractor of responsibility for project quality, nor does it preclude the Contractor from making and testing his own test cylinders. All test data obtained by Omnitrans will be made available to the Contractor.

3.07 PATCHING

- A. Remove fins, projections, and offsets. Cut out rock pockets, honeycomb, and all other defects to sound concrete, with edges of cuts straight and back-beveled. Dampen cut-outs and edges, and scrub with neat portland cement slurry just before patching, or an apply approved epoxy concrete adhesive.
- B. Saturate form tie holes with water and fill voids and patches with flush smooth-finished mortar with non-shrink grout.

3.08 DEFECTIVE CONCRETE

- A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances, specified material, or installation requirements.
- B. Repair or replace defective concrete as directed by the Engineer at no additional cost to Omnitrans.

3.09 HOT WEATHER PROVISIONS

- A. Conform to ACI 305R and the following requirements.
- B. Take extra care to reduce the temperature of the concrete being placed and to prevent rapid drying of newly placed concrete. When the outdoor ambient temperature is more than 90 deg F, shade the fresh concrete as soon as possible after placing, and start curing as soon as the surface of the fresh concrete is sufficiently hard to permit it without damage.

- C. Concrete placement temperatures shall be controlled by the Contractor and shall not be limited to:
 - 1. Shading and cooling the aggregate.
 - 2. Avoiding use of hot cement.
 - 3. Cooling mixing water by additions of ice.
 - 4. Insulating water supply lines and tanks.
 - 5. Insulating mixer drums or cooling them with sprays or wet burlap.

3.10 GROUTING AND DRYPACKING

- A. Install as indicated or required. Where grouting and drypacking is part of the work of other sections, it shall conform to the following requirements, as applicable.
- B. Drypacking: Mix materials thoroughly with minimum amount of water. Install drypack by forcing and rodding to fill voids and provide complete bearing under plates. Finish exposed surfaces smooth and cure with damp burlap or liquid curing compound.
- C. Non-Shrink Grouting:
 - 1. Mixing: Mix the approved non-shrink grout material with sufficient water per manufacturers recommendations.
 - 2. Application: Surfaces to receive the non-shrink grout shall be clean, and shall be moistened thoroughly immediately before placing the mortar. Before grouting, surfaces to be in contact shall be roughened and cleaned thoroughly, all loose particles shall be removed and the surface flushed thoroughly with neat cement grout immediately before the grouting mortar is placed. Place fluid grout from one side only and puddle, chain, or pump for complete filling of voids; do not remove the dams or forms until grout attains initial set. Finish exposed surfaces smooth, and cure as recommended by grout manufacturer.

3.11 SITE CONCRETE WORK

- A. Use bituminous type joint filler. Cure all concrete for at least 10 days with liquid curing compound or sheet material except as otherwise specified. Construct all site concrete of 2500 psi concrete unless otherwise indicated or specified. Provide reinforcing bars or mesh only where indicated. Conform

to requirements specified hereinbefore for slab finishing and curing as applicable.

- B. Concrete Curbs: Provide 1/2 inch thick expansion joints, at beginning and at end of curves and intersections and at 20-foot intervals between, set plumb, square, and to same profile as the curbs. Edge curb tops to 1/2 inch radius and vertical joints to 1/4 inch radius. Apply smooth finish followed by fine hair brush finish.
- C. Concrete Gutters: Provide 1/2 inch thick expansion joints as above for curbs and apply a light broom finish with a 3 inch wide steel trowel finish at flow line.
- D. Combination Curb and Gutter: As above for curbs and gutters, including expansion joints, 3 inch troweled flow line at base of curb.
- E. Concrete Walks: Provide 1/2 inch expansion joints as specified for curbs and where walks abut rigid structures, aligned with joints in curbs where adjoining, and apply light broom finish perpendicular to traffic direction. Score walks as shown or directed.
- F. Control Joints: Provide sawed joints for concrete walks and exterior concrete pavement as indicated. Use Sandell's Zip Strip by Sandell Manufacturing Company, Inc., or equal approved as a comparable product, only where specifically indicated. Install tops of the joints flush with the concrete surface and depth of joint a minimum of 1/4 the thickness of slab.

3.12 OFF-SITE CONCRETE WORK

- A. Provide new concrete items where indicated, and replace existing items damaged by Contractor's operations. Secure and pay for required permits, inspections, engineering, and surveying.

3.13 INSTALLATION OF WATERSTOPS

- A. Heat fuse waterstop joints and connections in accordance with manufacturer's instructions including heating tools and devices. Run waterstops continuous in joints, following offsets and angles in joints until spliced to waterstops at intersecting joints, completely sealing the structure. Align and center waterstops in joints unless otherwise indicated.
- B. Tie flanges to reinforcing with minimum 0.0475 inch diameter (aka 18 gauge) wire ties spaced at maximum 18 inch intervals. Test all waterstops, including splices, intersections, and welds, with approved holiday spark detector before concrete is placed.

3.14 FINISH PENETRANTS AND COATINGS

- A. Treat concrete slabs not indicated to receive epoxy-urethane floor finish with concrete hardener/sealer.
1. Penetrating Floor Hardener/Sealer: Clear, chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; that penetrates, hardens, and densifies concrete surfaces.
 2. Subject to compliance with requirements, provide one of the following, or equal approved as a comparable product:
 - a. ChemMasters; Chemisil Plus.
 - b. ChemTec Int'l; ChemTec One.
 - c. Conspec by Dayton Superior; Intraseal.
 - d. Curecrete Distribution Inc.; Ashford Formula.
 - e. Dayton Superior Corporation; Day-Chem Sure Hard (J-17).
 - f. Edoco by Dayton Superior; Titan Hard.
 - g. Euclid Chemical Company, an RPM company; Euco Diamond Hard.
 - h. Kaufman Products, Inc.; SureHard.
 - i. L&M Construction Chemicals, Inc.; Seal Hard.
 - j. Metalcrete Industries; Floorsaver.
 - k. Nox-Crete Products Group; Duro-Nox.
 - l. Symons by Dayton Superior; Buff Hard.
 - m. US Spec, Division of US Mix Products Company; US Spec Industraseal.
 - n. Vexcon Chemicals, Inc.; Vexcon StarSeal PS Clear.

END OF SECTION

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SECTION 31 11 00**SITE CLEARING****PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes:**

1. Clearing and grubbing of trees, stumps, undergrowth, brush, trash, grass, weeds, roots, rubbish, refuse, or other debris, stripping of topsoil, and protecting trees within the limits of excavation, embankment, borrow, and other areas as shown on drawings or required to perform the work of this contract.

B. Related Sections:

1. Section 31 20 00, Earth Moving.

1.02 SUBMITTAL**B. Site Clearing Plan:** Site clearing plan and narrative shall be prepared by the Contractor and submitted to the City for approval prior to commencing work. The site clearing plan shall include:

1. Location and limits of clearing and grubbing.
2. Methods for protection of areas of vegetation designated as "no construction zones" and trees noted in plans to be saved.
3. Methods to be employed and equipment to be used.
4. Safety measures including signs, barriers, temporary walkways and hand railing.
5. Haul routes and disposal sites.

C. Permits, Notices, Certifications and Authorizations: The following permits, notices, certifications and authorizations shall be obtained by the Contractor with copies submitted to City:

1. Permits for transport of materials off the worksite where applicable and other permits as required by local agencies, project environmental documents and the project plans and specifications.

2. Delivery manifests for disposed materials in accordance with site clearing plan and permit conditions.
3. Private property owners' release for material removed and deposited on private property.
 - a. Releases shall absolve City and its member agencies from any responsibility in connection with the disposal of materials on private property.
 - b. Releases shall be signed by the owner(s) of the property on which the material will be deposited.
 - c. Two copies of the releases shall be submitted to the City Project Manager for approval not more than 15 days before the start of material being deposited on private property.
4. Disposal certification for materials removed from job site indicating they have been disposed of in accordance with applicable laws and regulations.

1.03 ENVIRONMENTAL CONDITIONS

- A. On site burning or burial of site clearing materials will not be allowed.
- B. The contractor shall take possession of material and debris collected from site clearing procedures and shall be responsible for disposing of them in accordance with these specifications, any project permits and applicable laws and regulations.
- C. Contractor will provide noise abatement as required by environmental permits or local agency requirements. Control disturbances and nuisances to the public, workers and occupants of adjacent premises and surrounding areas.
- D. Site cleanliness, sweeping and dust control.
 1. Contractor shall maintain the construction site to minimize dust conditions that would adversely affect construction, including equipment operation and worker safety or surrounding areas.
 2. Contractor shall sweep or vacuum adjacent roadway and sidewalk surfaces of any dust or dirt from the construction site that accumulates. Special care shall be taken during sweeping or vacuuming of the roadway surface to adequately expose traffic marking and striping.

3. Contractor shall control dust conditions through the use of water spray applied by hoses, sprinklers, or trucks at an appropriate rate and interval to settle the dust without creating muddy or sloppy conditions. Water and any dust control additives shall be environmentally safe and obtained from an approved source.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 GENERAL

- A. Perform clearing operation in a manner to control erosion within and adjacent to City's right of way and easements.
- B. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.

3.02 PREPARATION

- A. Protect existing trees, other vegetation and existing site improvements on City or adjacent property that are to remain.
 1. Do not smother trees by stockpiling construction materials or excavated materials within drip line.
 2. Avoid foot or vehicular traffic or parking of vehicles within drip line of trees or shrubs.
 3. Provide barricades, coverings, temporary fencing, or other types of temporary protection as required by the project environmental documents or City Project Manager in accordance with the plans and specifications.
- B. Repair or replace trees, vegetation and existing site improvements that are to remain that are damaged by construction operations.
 1. Repair of damaged trees and shrubs to be performed by a certified arborist or tree surgeon.
 2. Remove trees that are damaged to the extent that a certified arborist or tree surgeon determines trees cannot be repaired and restored to full-growth status. Replace with new trees of minimum 4-inch caliper.

3. Damaged vegetation shall be replaced in-kind as approved by City.
4. Existing site improvements will be repaired or replaced as approved by City.

3.03 SITE CLEARING

- A. Removal of Topsoil (fertile, friable soil of a loamy character with organic matter normal to the area):
 1. Strip topsoil to depths encountered.
 - a. Remove heavy growths of grass before stripping.
 - b. Stop topsoil stripping sufficient distance from trees shown to remain to prevent damage to main root system.
 - c. Separate from underlying subsoil or objectionable material.
 2. Stockpile topsoil where directed by City.
 - a. Construct stockpiles to freely drain surface water.
 3. Do not strip topsoil in wooded areas where no change in grade occurs.
 4. Topsoil from borrow sources shall be free of subsoil, objects over 2-inches in diameter, weeds and roots.
- B. Clearing: Clear from within limits of construction all trees (except those marked to remain), shrubs, brush, downed timber, rotten wood, heavy growth of grass and weeds, vines, rubbish and debris.
 1. Rubbish shall be removed from cleared areas and disposed of in accordance with project environmental documents and federal, state and local laws.
 2. Cleared areas shall be left smooth and free of obstructions or depressions that will impound water.

3.04 SITE GRUBBING

- A. Within the limits of clearing, all stumps, roots, root mats, logs, debris and other objectionable material shall be removed as follows:

1. Grubbing shall extend to the outside excavation and fill slope lines except that where tops of slopes are to be rounded, the areas shall extend to the outside limits of slope rounding.
2. Grub where subdrainage trenches will be dug, unsuitable material removed or Structures built.
3. Grub areas in which hillsides or existing embankments will be terraced.
4. Grub areas upon which embankments, foundations or other structures will be placed.
 - a. Areas beneath embankments greater than 3-feet in depth shall be free from all vegetation and roots to a depth of 6-inches below the ground surface (after topsoil has been removed).
 - b. For embankments 3-feet in depth or less, roots that are over 2-inch dia. shall be removed to a depth of 1-ft below ground surface.

3.05 OTHER DESIGNATED AREAS

- A. Designated portions of the right-of-way other than excavations, borrow areas, and embankments shall be cleared off level with ground surface by cutting and removal of trees (standing or fallen), stumps, undergrowth, brush, vines, roots, and other vegetation, trash, or objectionable materials. Cleared areas shall be left smooth and free of obstructions or depressions that will impound water.

3.06 SCHEDULING

- A. When required by City, complete clearing and grubbing work far enough in advance of other operations to permit the placement of construction stakes. Construction schedule shall be adjusted so cleared areas are not left susceptible to erosion or sediment runoff due to weather.

3.07 LIMITS OF WORK

- A. Trees or other growth outside City's right of way shall be preserved and protected from damage during construction operations.

3.07 DISPOSAL

- A. Material and debris collected by site clearing procedures shall become Contractor's property and shall be promptly disposed of off site, in accordance with applicable laws, ordinances, rules, and regulations of local, state, and Federal agencies having jurisdiction. On-site burning of cleared material is not permitted.

END OF SECTION

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SECTION 31 11 50**DEMOLITION AND REMOVAL****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. This Section consists of Contractor furnishing all labor, materials, and equipment necessary and incidental to the demolition, removal, and disposal of miscellaneous items from the Worksite.
- B. Work under this Section shall include but shall not be limited to
 - 1. The demolition and disposal of miscellaneous concrete or asphalt paving, curb and gutter, curbs, sidewalks, pavement, fencing, underground utilities, and associated structures, frames, covers, signs, landscaping, etc. as indicated on the Contract Drawings or as required for new construction.
 - 2. Protection of all City and adjacent private property from damage during demolition and removal activities.

1.02 RELATED WORK

Coordinate the Work of this Section with all other Contract Documents and in particular:

- A. Section 31 11 00, Site Clearing
- B. Section 31 20 00, Earth Moving

1.03 PROJECT CONDITIONS

- A. The Contractor shall be responsible for visiting and examining the Project site to assess and personally determine the extent of demolition, associated Work, debris removal, disposal and general Work to be done under this Section.
- B. On-site burning or burial of demolition materials will not be permitted.
- C. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations.
- D. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of

adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.

- E. When a certain level of noise or vibration is unavoidable because of the nature of the Work or equipment involved and such noise or vibration is objectionable to the occupants of adjacent premises, make arrangements with the governmental authorities having jurisdiction, and to perform such Work or operate such equipment at the most appropriate time periods of the day.

1.04 SUBMITTALS

Submit the following:

- A. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a Professional Engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- B. Equipment, haul routes, and disposal sites to be used in the demolition and disposal Work.
- C. Permits and notices authorizing demolition.
- D. Copy of manifests showing delivery of disposed Materials in accordance with the plan and permit conditions.
- E. Private Property Owner's Release: If material demolished and removed from the Work site will be deposited on private property, submit to the Omnitrans Project Manager two copies of written releases not more than 15 days before the start of work. Releases shall absolve the Omnitrans and its member agencies from any responsibility in connection with the disposal of Materials on private property and shall be signed by the owner(s) of the property on which the Material will be deposited.
- F. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.
- G. No private property owner will be allowed to transfer any material from City property. It will be the contractor's responsibility to remove all demolished Material.

PART 2 - PRODUCTS**2.01 PRODUCTS**

The Contractor shall provide all temporary or permanent materials as required for the proper execution of the Work of this Section.

PART 3 - EXECUTION**3.01 EXISTING STRUCTURES AND RELATED FACILITIES**

- A. All existing and temporary fences (when no longer required to protect and secure the construction site), structures of any character not necessary to the construction of the Work, and other obstructions including all existing abandoned concrete signal foundations, footings and bases, upon or within the right-of-way shall be removed by the Contractor and disposed of to the satisfaction of the Omnitrans Project Manager.
- B. The Contractor shall repair and replace all the items that are supposed to remain or be protected in place, to the Omnitrans Project Manager's satisfaction and at the contractor own expense.

3.02 PAVEMENT

- A. The Contractor shall perform the demolition and removal of demolition debris in accordance with the submitted and approved plan.
- B. The Contractor shall saw-cut and remove pavement as needed in performance of this Work.

3.03 BACKFILL OF DEMOLITION EXCAVATIONS

Excavations created by demolition activities shall be backfilled in the same manner as excavations created for the location of existing underground utilities as set forth in Section 31 20 00, Earth Moving.

END OF SECTION

SECTION 31 20 00**EARTH MOVING****PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes**

1. Requirements for earthwork, including structure, excavation, placement of backfill, trench excavation and backfill, and sub-grade preparation.

1.02 REFERENCES

- A. Standard Specifications for Public Works Construction (SSPWC)
- B. State of California, Department of Transportation (Caltrans), Standard Specifications (including Amendments to the Standard Specifications)

1.03 DEFINITIONS

- A. Degree of Compaction: A percentage of the maximum dry density obtained by the test procedure presented in ASTM D 1557, Method C.
- B. Satisfactory Materials: Any material classified by ASTM D 2487 as GW, GP, SW, SP, SC, GM, GC and SM.
- C. Unsatisfactory Materials: Materials that do not comply with the requirements for satisfactory materials. Unsatisfactory materials include those materials containing roots and other organic matter, trash, debris, stones larger than 3 inches, and materials classified in ASTM D 2487 as PR, OH, OL, CH, CL, MH, and ML. Unsatisfactory material also includes refuse and other material.
- D. Unsuitable Material: Material that contains organic matter, soft spongy earth, or other matter of similar nature that compaction to the specified density is unobtainable.

1.04 SUBMITALS

1. Copies of test reports for material properties and compaction as required in these Specifications.

1.05 QUALITY ASSURANCE

- A. Inspection and Testing Agency retained for inspection and testing specified herein shall meet the requirements of ASTM D 3740:

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. Imported fill shall consist of well-graded sand, gravel, crushed gravel, crushed stone or crushed slag composed of hard, tough and durable particles, and shall contain not more than 10 percent by weight of material passing a No. 200 mesh sieve and no less than 95 percent by weight passing the 3/4-inch sieve. The maximum allowable aggregate size shall be one inch. Gradation shall be determined in accordance with ASTM C 136 or D 422, as applicable.
- B. Structure Backfill: Comply with Section 300-3.5, "Structure Backfill," of the SSPWC.
- C. Pervious Backfill: Comply with Section 300-3.5.2, "Pervious Backfill," of the SSPWC.
- D. Trench Bedding Material: Comply with Section 306-1.2.1, "Bedding," of the SSPWC.
- E. Slurry Cement Backfill: Comply with Section 19-3.062, "Slurry Cement Backfill," of the Caltrans Standard Specifications.
- F. Tracer Tape (Detectable Tape): Terra Tape Sentry-Line as manufactured by Reef Industries, Houston, TX, or equal:

Identification	Type	Color
Gas Line	12" Sentry Line 1350	Yellow
Water Line	4" Sentry Line Extra Stretch 540	Blue
Electrical Line	4" Sentry Line Extra Stretch 540	Red
Signal Lines	4" Sentry Line Extra Stretch 540	Orange
Fiber Optics Line	4" Sentry Line Extra Stretch 540	Orange
Sanitary Sewer	4" Sentry Line Extra Stretch 540	Green
Storm Drain	4" Sentry Line Extra Stretch 540	Green

PART 3 - EXECUTION**3.01 GENERAL**

- A. Comply with Section 300, "Earthwork," of the SSPWC for excavation and backfill, except as noted below.
- B. Comply with Section 306, "Underground Conduit Construction," of the SSPWC for trench excavation and backfill.
- C. Remove or abandon in place unclaimed, abandoned utilities as shown on the Plans.

- D. Protect exposed graded areas from wind and water erosion until stabilization is achieved.

3.02 EXCAVATION

- A. Excavate material encountered within the limits of the work, to the lines, grades, and elevations as shown on the Plans and as specified herein.
- B. General construction excavation shall not exceed 1 vertical to 1 horizontal slope. If this cannot be accomplished, provide temporary shoring, sheeting and bracing as necessary to retain excavation, maintain banks securely, withstand water pressure, and prevent cave-ins.
- C. Perform excavation and placement of fill in a manner and sequence that will provide proper drainage at all times.
- D. Surfaces shall be level, or sloped if required, clean, and clear of loose soil. Maintain in good condition until overlying materials are placed.
- E. When backfill is placed, remove sheeting and bracing in stages so that the walls are supported by the shoring or newly placed backfill.

3.03 BACKFILL (GENERAL)

- A. Place backfill in layers not to exceed 8 inches of loose material and compact each layer to at least 95 percent laboratory maximum dry density, in such a manner as to prevent wedging action or eccentric loading.
- B. Backfill excavations when installations have been completed, inspected, and approved. Ensure the following conditions are satisfied prior to proceeding with backfill operations:
 - 1. Concrete shall have attained sufficient strength to withstand pressure of earth and compacting operation.
 - 2. Excavations shall be free of forms, debris and other foreign materials.
- C. Do not place structure backfill until the structure footings or other portions of the structure or facility to be backfilled have been inspected and approved for backfilling by the Engineer.
- D. Do not deposit backfill material against the back of concrete abutments, concrete retaining walls, or the outside walls of cast-in-place concrete box culverts until the concrete has developed a compressive strength of not less than 2500 psi.

3.04 TRENCH BEDDING AND BACKFILL

- A. Bottom of Trench Compaction: Bottoms of excavations shall be firm, undisturbed earth or cut subgrade, clean and free from loose materials, debris, and foreign matter. When bottoms of excavations or trenches are soft or unstable materials, make bed firm and solid by removing the unstable materials to a sufficient depth and replace

with sand or pea gravel, and compact to a minimum of 90 percent relative compaction. If during construction, soft soils are encountered at depths that make removal impractical, notify the Engineer.

- B. Backfill and compaction shall be in accordance with Section 306-1.3, "Backfill and Densification," of the SSPWC.
- C. Bedding and Backfill Around Pipes:
 - 1. Before the initial layer of bedding is placed, tamp the bottom surface of the trench or compact by plate or other means to provide a base for the bedding.
 - 2. Before the pipe or conduit is laid, place and compact the bedding material in accordance with Section 306-1.2, "Installation of Pipe," of the SSPWC.
- D. Backfilling for Underground Utilities:
 - 1. Replace any unsuitable material with approved backfill material and compact as specified herein. Approved backfill materials include satisfactory excavated material and imported backfill.
 - 2. Place and compact initial lifts in 6-inch layers maximum uncompacted thickness until 12 inches over pipe. Subsequent lifts may be up to 12 inches in depth prior to compaction. Bring up uniformly on both sides of pipe.
 - 3. Compact foundations for underground utilities and associated structures to not less than 95 percent of the maximum dry density as determined by ASTM D 1557.
 - 4. Place tracer tape (detection tape) one foot above new and recently exposed buried utilities including conduits, fiber optics, communication and signal cables, gas lines, petroleum lines, water lines and electrical lines. Lay tape flat with 3 feet of overlap at the end of rolls. If tracer tape depth will exceed tape manufacturer's recommendation, obtain additional instructions from the Engineer before proceeding.
- E. Backfilling for Culverts: Comply with the requirements in "Backfill (General)" specified herein and the following:
 - 1. When the level of fill reaches the top of the structure, spread and hand compact 2 lifts over the structure without traversing the structure with heavy equipment. Begin no compaction with heavy equipment until a minimum of 2 lifts have been placed, compacted and tested.
 - 2. Compact backfill to the same elevation on both sides of the culvert before proceeding to the next layer.
 - 3. When the height of cover indicated on the approved shop drawings or shown on the Plans is 12 inches or less, backfill structure with slurry cement backfill to the top of the structure.

- F. Keep construction equipment away from edges of excavation a distance equal to the depth of the excavation.
- G. Do not place stones larger than 3 inches in backfill around pipes.

3.05 GRADING

- A. Grading shall conform to the Plans and the tolerances specified herein. Transport satisfactory excavated materials to and place in fill or embankment within the limits of the work. Excavate unsatisfactory materials encountered within the limits of the work and replace with satisfactory materials. Remove unsatisfactory or unsuitable materials to designated waste areas on-site or dispose of, as directed by the Engineer.
- B. Finish the surface of all excavations, embankments, and subgrades to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown on the Plans. Finish grade to within 1/2-inch of the grades and elevations shown on the Plans. Finish ditches in a manner that will result in effective drainage.
- C. Preparation of Subgrade: Shape subgrade to line, grade, and cross section, and compact as specified. Shaping subgrade shall include plowing, disking, scarifying existing subgrade, and moistening or aerating required to obtain specified compaction. Remove soft or otherwise unsatisfactory material and replace with satisfactory excavated material or other approved material as directed by the Engineer. Bring low areas resulting from removal of unsatisfactory material up to required grade with satisfactory materials, shape entire subgrade to line, grade, and cross section, and compact as specified. After rolling, the surface of the subgrade shall not show deviation greater than 1/2-inch when tested with a 10-foot straightedge applied both parallel and at right angles to the centerline of the area.
- D. Protection and Maintenance of Subgrade:
 - 1. Maintain ditches and drains along subgrade at all times to as required to effectively drain the subgrade. The finished subgrade shall not be disturbed by traffic or other operations and shall be protected and maintained by the Contractor in a satisfactory condition until subbase, base, or pavement is placed. Do not store or stockpile materials on the finished subgrade.
 - 2. Obtain Engineer's inspection and approval of subgrade prior to laying subbase, base, or pavement. Place no subbase, base, or pavement on a muddy, spongy, or frozen subgrade.
- E. Slopes:
 - 1. Finish excavated slopes in conformance with lines and grades shown on the Plans.
 - 2. Excavate slopes so that the average plane of completed slopes conforms to the slopes indicated on the Plans, and no point on the completed slopes varies from

the designated plane by more than 6 inches measured at right angles to the slope.

3.06 COMPACTION

- A. Do not compact fill or backfill until it has attained the required moisture content. Add an accurately determined and measured amount of water to the materials or surfaces that are too dry. Dry material containing an excess of moisture by manipulation, aeration, drainage, or other means before being compacted.
- B. When subgrade has been prepared and has reached required grade, proof-roll surfaces to determine if soft spots exist in the material using a 50-ton pneumatic-tired roller or similar approved equipment. If wet or spongy areas are revealed, notify the Engineer so that corrective measures may be determined. Remove soft spots and refill until they meet the required compaction. Proof-roll areas which support paving, utility structures, or other structures in the presence of the Engineer and obtain the Engineer's approval before further earthwork operations are performed.
- C. In addition to proof-rolling, perform field density tests as specified under "Field Quality Control" specified herein.
- D. Use power-operated or power-driven hand operated equipment wherever possible to compact to requirements specified herein. Do not operate mobile equipment closer to foundation than a horizontal distance equal to the height of backfill above bottom of wall. Accomplish compaction by sheeps foot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibrator compactors, or other approved equipment well suited to the type of material being compacted.
- E. If the degree of compaction is unsatisfactory, make necessary adjustments until the Specifications are met. Remove material placed over layers not satisfactorily compacted and re-compact the unsatisfactory areas.
- F. Unless otherwise noted, relative compaction of fill materials composing each layer of fill shall not be less than 95 percent as determined by ASTM D 1556.

3.07 FIELD QUALITY CONTROL

- A. Testing shall be performed by an approved Independent Commercial Testing Laboratory retained by the Contractor.
- B. Unless otherwise noted, perform field in-place density tests in accordance with ASTM D 1556. Perform field density tests in accordance with ASTM D 1556 (Sand –Cone Method). Periodically verify density tests by the nuclear probe method in accordance with ASTM D 2922 with density tests from the Sand-Cone Method.
- C. Determine the relative compaction of fill materials composing each layer of fill in accordance with ASTM D 1556.
- D. Maximum dry density and optimum moisture content of non-granular soils (greater than 12 percent by weight passing through a No. 200 sieve) shall be determined by one of the methods described in ASTM D 1557.

- E. Perform field moisture tests in accordance with ASTM D 3017 (Nuclear Probe Method). At the time of compacting, backfill material and the surface on which it is to be placed shall be within plus or minus 2 percent optimum moisture content and meet specified compaction requirements.

END OF SECTION

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SECTION 31 23 33**TRENCHING AND BACKFILLING****PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes:**

1. Excavating, trenching, and backfilling for utilities and related structures, as indicated, including underground piping for water supply, sanitary sewerage, and storm sewerage; underground electrical conduits and duct banks; and utility boxes, catch basins, manholes, inlets, and vaults.
2. Restoration of existing pavement, where applicable, to conditions existing before excavation.
3. Accessories required for a complete installation.

B. Related Sections

1. Section 31 20 00, Earth Moving.

1.02 SUBMITTALS

- A. Test results from field quality control.

1.03 QUALITY ASSURANCE

- A. Conform to the requirements of Section 31 20 00, Earth Moving, as applicable.

PART 2 - PRODUCTS**2.01 BEDDING AND BACKFILLING MATERIALS**

- A. Unless otherwise specified, bedding and backfill material shall comply with SSPWC Section 306-1.2.1.

PART 3 - EXECUTION**3.01 STAKING AND GRADES**

- A. Refer to Section 31 20 00, Earth Moving, for requirements.

3.02 EXISTING UTILITIES

- A. Refer to Section 31 20 00, Earth Moving, for requirements.

3.03 TRENCHING AND BACKFILL

- A. Provide trenching and excavating for utilities in conformance with applicable requirements of the jurisdictional utility company or agency to which they are connected.
- B. Provide shoring, bracing, pumping, and planking as required.
- C. In paved areas, cut pavement on neat lines at width indicated for trench. Pavement shall be saw-cut. After compacting backfill, restore pavement to a condition equivalent to that existing at start of construction. Restore pavement damaged outside neat lines at no additional expense to Omnitrans.
- D. If excavation width exceeds permissible dimensions, install higher strength pipe or encase pipe in concrete, at no additional expense to Omnitrans.
- E. Where water is encountered in trench, dewater and provide sand or pea gravel as required to drain water and stabilize bed.
- F. Excavations for structures shall conform to the applicable requirements of Section 31 20 00, Earth Moving.
- G. Provide trench excavation consisting of open trenching for pipes and conduits and related facilities. Do not place materials excavated by trenching within 3 feet of edge of trench. Unless otherwise noted, cut trenches with vertical sides from bottom of trench to not less than 2 feet above top of pipe.
- H. Make trenches 16 to 20 inches wider than outside diameter of pipe (maintain approximately 9-inch clearance on each side of pipe), unless otherwise indicated on the drawings or approved by City. Trenches in public streets within city or county rights of way shall follow city or county requirements.
- I. Provide pipe bedding and backfill in accordance with SSPWC Section 306-1.2.1. Prepare subgrade for at-grade roadways in excavation areas by proofrolling, placing, compacting, shaping, and draining the subgrade in

compliance with requirements specified. Prepare subgrade in accordance with SSPWC Subsection 301-1.

1. Imported or Native Pipe Bedding: Soils with sand equivalent (SE) of not less than 30 and with 100 percent passing a No. 4 sieve. Maximum particle size: 1 inch.
 2. Pipe Zone Backfill Area: Includes full width of trench from top of bedding to a horizontal level 12 inches above top of pipe. Provide bedding material below the pipe invert of uniform depth of not less than 6 inches.
 3. Trench zone backfill (i.e., material placed between the pipe zone backfill and finished subgrade) shall consist of native or imported soil which meets the requirements for engineered fill.
 4. All fill soils required to bring the trench to final grade, either native, imported, or blended mixes, shall be placed as compacted fill. Uniformly moisture-condition soil intended for compacted fill to near optimum moisture content. Place in horizontal lifts of less than 8 inches in loose thickness. Compact to not less than 90 percent relative compaction based on ASTM D1557. Compact the upper 12 inches of fill within pavement areas to not less than 95 percent relative compaction (ASTM D1557). Reduction of lift thickness may be necessary to achieve the required compaction. Do not place additional fill lifts if a previous lift did not meet the required dry unit weight or if soil conditions are not stable. Mechanical compaction is recommended. Avoid ponding or jetting, especially in areas supporting structural loads or beneath concrete slabs supported on grade, pavements, or other improvements.
 5. Backfill of the pipe zone material around the pipe using cement slurry is a suitable alternative to mechanical compaction. If slurry is used for backfilling around the pipe, it must extend not less than 6 inches above the pipe to reduce the potential for corrosion cells. The cement slurry shall contain at least one sack of cement per cubic yard. Do not place additional backfill over the slurry until the slurry has reached initial set.
- J. Conduct proofrolling without disturbing or damaging conduits, pipes, culverts, underdrains, and other utility structures. Do not pass rollers over or within 5 feet of pipes, culverts, and underdrains unless they are more than 3 feet below the surface as measured from top of pipe.
- K. Place concrete for ductwork extending full width of trench.

3.04 BEDDING AND BACKFILLING

- A. Install water pipe bedding and backfill in compacted lifts as specified in SSPWC.
- B. Install and compact sanitary sewer and storm drain pipe bedding and backfill as specified in SSPWC.

3.05 FIELD QUALITY CONTROL

- A. Refer to Section 31 20 00, Earth Moving, for requirements.

END OF SECTION

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SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Material requirements for aggregate base courses, to be furnished and placed to lines, grades, and dimensions in accordance with drawings, specifications, and directions of Omnitrans.
- A. Related Sections:
 - 1. Section 31 20 00, Earth Moving.
 - 2. Section 32 12 16, Asphalt Paving.
 - 3. Section 32 13 13, Concrete Paving

1.02 REFERENCE STANDARDS

- A. ASTM: ASTM International.
- B. Caltrans: State of California Department of Transportation, Standard Specifications.

1.03 SUBMITTAL

- A. Compliance: Supplier's certification that material delivered to the site is in compliance with the specifications.
- B. Samples: As required by City, samples of not less than 150 lbs. Samples may be obtained independently by City's representative for testing to determine whether material delivered to the site is in compliance with specifications.
- C. Equipment: List of all equipment used for placing and compacting sub-ballast.

1.04 QUALITY CONTROL

- A. Provide and install materials in compliance with applicable sections of reference standards.

- B. Establish and maintain required lines and elevations.

PART 2 - PRODUCTS

2.01 MATERIAL REQUIREMENTS

- A. Aggregate base shall conform to the requirements for Class 2 Aggregate Base in Section 26-1.02A of the Caltrans Standard Specifications. Aggregate may contain material processed from reclaimed asphalt concrete, Portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials. The amount of the reclaimed material shall not exceed 50% of the total volume of the aggregate used.
- B. Aggregate shall conform to the grading and quality requirements in the tables Section 26-1.02A. Aggregate shall be graded for 1-1/2 maximum size aggregate.

PART 3 - EXECUTION

3.01 AGGREGATE BASE

- A. Aggregate base shall not be spread until City has approved the earthwork and compacted sub-base.
- B. Spread and compact aggregate base in conformance with the requirements of Caltrans Standard Specifications Section 26. Compaction shall be to a minimum of 95 percent relative density per ASTM D 1557. Maximum lift is 6 inches.
- C. The surface of the aggregate base shall be stable to permit follow-on stages of construction without rutting.
- D. Aggregate base shall be finished to within 0.05 feet of the lines and grades indicated on the drawings and shall be maintained in a condition acceptable to City until paving material has been placed and approved.

3.02 SUBGRADE PREPARATION

- A. Immediately before spreading the aggregate base, the subgrade must comply with the specified compaction and elevation tolerance for the material involved and be free from loose or extraneous material.
- B. Areas of the subgrade lower than the grade may be filled with aggregate base.
- C. Subgrade shall be compacted per SSPWC Section 301, Treated Soil, Subgrade Preparation, and Placement of Base Materials.

END OF SECTION

SECTION 32 12 16

ASPHALT PAVING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Preparation, placement, and compaction of asphaltic concrete, including seal coat, tack coat, base course, and wearing course.
 - 2. Cold milling (grinding) of existing asphalt concrete pavement.
 - 3. Adjusting utility manholes, vault covers, valve boxes etc. to finished grade.
- B. Related Sections:
 - 1. Section 31 20 00, Earth Moving.
 - 2. Section 32 13 13, Concrete Paving.
 - 3. Section 32 16 14, Concrete Curbs and Gutters.

1.02 REFERENCE STANDARDS

- A. SSPWC: Standard Specifications for Public Works Construction, Section 203-6, Asphalt Concrete.
- B. Caltrans: State of California Department of Transportation, Standard Specifications
- C. ASTM: ASTM International (formerly American Society for Testing and Materials).

1.03 SUBMITTALS

- A. Test reports from an independent laboratory for materials and mix designs or proof that mix designs and all materials are currently approved for use as asphaltic concrete pavement by Caltrans.
- B. A 75-lb. sample of representative aggregate retained on the No. 4 sieve and a 3-pound sample of the representative aggregate passing the No. 4 sieve for testing of aggregate quality.
- C. Tests reports for field density tests performed after placement and

compaction of each course of asphaltic concrete.

- D. List of equipment to be used for the placing, spreading, and compaction of asphaltic concrete paving. Only equipment approved by Omnitrans shall be used.

1.04 QUALITY ASSURANCE

- A. Maintain in good operating condition equipment used for handling materials, mixing, placing, and compacting. Omnitrans Project Manager may reject equipment found to produce work that does not meet requirements indicated in the contract documents. Equipment shall meet requirements specified in Caltrans Standard Specifications, Section 39-5.
- B. Legally dispose of all on-site and off-site waste material produced as a result of Contractor's operations. The cost of disposal for waste will be considered incidental to the cost of construction and no additional payment will be made for performing this work. Remove waste materials from City's property within 2 weeks of the work and, if necessary to protect existing soils from contamination, install an impermeable barrier to protect existing subgrade and runoff.
- C. Density of asphaltic concrete will be measured using nuclear density methods in accordance with ASTM D 2950 at the time of placement.
- D. Density tests shall be performed by the Omnitrans' independent laboratory.
- E. Provide Omnitrans Project Manager Access for sampling stockpiles, hot bin analyses, and other tests.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials shall meet requirements of referenced standards.
- B. Aggregate: Type A per Caltrans Standard Specifications, Section 39, Asphalt Concrete.
- C. Asphalt: Steam refined paving asphalt per SSPWC Section 203, grade as follows:
- D. Asphaltic Concrete Mixture: Conforming to Type C2 per SSPWC Section 203-6.4 and Table 203-6.4.3 (A).
- E. Tack Coat: PG 70-10 paving asphalt applied at an approximate rate of 0.05 gallons per square yard.

PART 3 - EXECUTION**3.01 GENERAL**

- A. Subgrade, aggregate base, curbs, gutters, and drains shall be approved by Omnitrans Project Manager before asphalt-paving operations are started.
- B. Mixing plants shall conform to the requirements of Caltrans Section 39-3.04, Mixing, and 39-3.06 Asphalt Concrete Plants.
- C. Verify utility locations before driving stakes or pins.
- D. Trucks used for transporting asphaltic concrete mixtures shall have smooth, clean, tight metal beds. Beds shall be sprayed with a minimum amount of paraffin oil or other approved release agent. Before loading with asphaltic concrete, drain off excess oil.
- E. Construction procedures and requirements shall conform to SSPWC Section 302-5, Asphalt Concrete Pavement.
- F. Material shall be rolled until it reaches minimum 95 percent relative compaction based on field density tests using a properly calibrated nuclear asphalt-testing device.
- G. All asphalt pavement shall be of the thickness shown on the drawings. Total thickness shall be attained per SSPWC Section 302-5.5, Distribution and Spreading.
- H. Cold milling of existing asphalt concrete shall be shall per SSPWC Section 302-1 Cold milling of existing pavement.
- I. Manhole frame and cover, and other utility valve boxes, pull boxes etc. shall be adjusted to finished grade per SSPWC Section 301-1.6 after the paving operations are complete

END OF SECTION

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SECTION 32 13 13
CONCRETE PAVING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Portland cement concrete paving, including sidewalks, accessible ramps, driveways, and all other concrete flatwork.

B. Related Sections:

1. Section 03 30 00, Cast-In-Place Concrete
2. Section 32 12 16, Asphalt Paving
3. Section 32 16 14, Concrete Curbs and Gutters

1.02 REFERENCES

- A. ASTM: ASTM International (formerly American Society for Testing and Materials).
- B. Caltrans: State of California Department of Transportation, Standard Specifications.
- C. SSPWC: Standard Specifications for Public Works Construction.
- D. California Code of Regulations (CCR), Title 24, California Building Code (CBC).
- E. ACI: America Concrete Institute.

1.03 SUBMITTALS

- A. Mix Designs: Submit concrete mix design documentation before bringing material to project site. Demonstrate conformance with specifications.
- B. Samples: Samples and test reports showing compliance with requirements in accordance with SSPWC Section 201-1.1.5.
- C. Product Data: For cement, aggregates, admixtures, curing materials, joint devices, bonding epoxy, and attachment accessories.

- D. Shop Drawings: For structural concrete and concrete slabs showing dimensioned locations, types of construction and expansion joints, and method of keying.
- E. Delivery tickets: Copies of delivery tickets to Omnitrans Project Manager for each load of concrete delivered to the site. Delivery tickets shall show date, time of loading, time of delivery, class, strength of concrete, contract number, mix design, slump ordered, type of cement, admixtures, name of purchasing contractor, batch weights of all Materials, number of the revolution counter when the truck left the plant, any water added at the site, and the authorizing person.

1.04 QUALITY ASSURANCE

- A. Unless specified otherwise, work and materials for construction of the Portland cement concrete paving shall conform to SSPWC Sections 201-1 and 302-6.
- B. Work, materials, and color of the handicap ramp paving shall conform to applicable sections of CCR Title 24 Section 1127B and Figures 11B-19A through 19C and 11B-20A through 20E as well as Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG) for Buildings and Facilities.
- C. Paving work, base course, and related construction, shall be done only after all excavation and construction work which might injure the paving have been completed. Damage caused during construction shall be repaired before acceptance.
- D. Any existing paving area shall, if damaged or removed during the course of this project, be repaired or replaced under this section. Workmanship and materials for such repair and replacement, except as otherwise noted, shall match as closely as possible those employed in existing work.
- E. Pavement, base, or subbase shall not be placed on a muddy subgrade.
- F. Provide control joints as required. Provide sawcut joints. Match joints at existing pavement.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Aggregate Base Course: Conform to Section 32 11 23, Aggregate Base Courses.

- B. Steel Reinforcement: Steel reinforcing bars shall conform to ASTM A615, Grade 60 unless noted otherwise on the drawings.
 - 1. Bars employed as reinforcement shall be deformed type.
 - 2. Bars employed as dowels shall be hot-rolled plain rounds.
- C. Welded wire fabric reinforcement shall conform to the applicable requirements of ASTM A185. Fabric reinforcement shall be furnished in flat sheets. Fabric reinforcement provided in roll form will not be permitted.
- D. Portland Cement Concrete:
 - 1. Portland cement concrete for pavements and slabs shall be air-entrained type with a maximum water-cement ratio of 5.0 conforming to ACI 325.9R, Guide for Construction of Concrete Pavements and Bases. Minimum compressive strengths at 28 days shall be 4000 psi over class 2 base.
 - 2. Concrete shall be air-entrained type, conforming to ASTM C94. Air content by volume shall be 6 percent plus or minus 1 percent, and shall be tested in conformance with ASTM C231.
 - 3. Concrete slump shall be no less than 2 inches nor greater than 4 inches determined in conformance with ASTM C143.
 - 4. Cement shall be portland cement, conforming to ASTM C150, Type II. Only one color of cement, all of the same manufacturer, shall be used for the work.
 - 5. Fine and coarse aggregates shall conform to ASTM C33.
 - 6. Concrete shall contain a water reducing agent to minimize cement and water content of the concrete mix at the specified slump. Water reducing agent shall conform to ASTM C494.
 - 7. No calcium chloride or admixtures containing calcium chloride shall be added to the concrete. No admixtures other than those specified shall be used in the concrete without the specific written permission of Omnitrans Project Manager in each case.
- E. Surface Retarder: Water-based top-surface retarder, equal to "Top-Cast[®]" By Grace Construction Products, 888-336-9303. Equal products by other manufacturers are acceptable upon approval by the Omnitrans Project Manager.

F. Curing Material for Standard Gray Concrete:

1. Curing shall be by moist curing or by use of curing compound.
2. Curing paper shall be non-staining, fiber reinforced laminated kraft bituminous product conforming to ASTM C171. Four mil polyethylene sheeting may be substituted for curing paper.
3. Curing compound shall be a resin-based white pigmented compound conforming to ASTM C309, Type 2.

F. Expansion Joints:

1. Expansion joint filler shall be preformed, non-bituminous type joint filler conforming to ASTM D1752, Type II.
 - a. Premolded filler shall be one piece for the full depth and width of the joint leaving a sealant recess as indicated.
 - b. Use of multiple pieces of lesser dimensions to make up required depth and width of joint is not be permitted.
 - c. Except as otherwise noted on Drawings, joint filler shall be 1/2 inch thick.
2. Expansion joint shall receive joint backer rod and shall be sealed with joint sealant.

G. Control Joints:

1. Control joints indicated to be tooled shall be made by scoring concrete slab after finishing of slab, with scoring tool which will cut into slab at least 1 inch, but in no case less than 25 percent of slab depth.
2. Control Joints indicated to be saw-cut shall be made using conventional concrete saws as soon as possible without dislodging aggregate to 1/4 slab thickness. Complete sawing of joints within 12 hours after finishing is completed. If early sawing causes undercutting or washing of the concrete, delay the sawing operation and repair the damaged areas. The saw cut shall not vary more than 1/2 inch from the true joint alignment. Discontinue sawing if a crack develops ahead of a saw cut. Immediately after each joint is sawed, thoroughly clean the saw cut and adjacent concrete surface. Respray surfaces treated with curing compound which are damaged during the sawing operations as

soon as the water disappears. Protect joints in a manner to prevent the curing compound from entering the joints.

3. Control joints (noted as score lines on Drawings) shall meet the requirements of weakened plan joints in conformance with SSPWC Section 302-6.5.4.
4. Unless otherwise indicated on Drawings, control joints shall be located 20 feet on center maximum.

H. Construction Joints:

1. Transverse construction joints shall be placed whenever placing of concrete is suspended for more than 30 minutes.
 - a. Butt joint with dowels or thickened edge joint shall be used if construction joint occurs at location of control joint.
 - b. Keyed joints with tie bars shall be used if the joint occurs at any other location.
- I. Sealant: Sealant for sealing of control joints and expansion joints in concrete paving shall be a two component polyurethane based sealant conforming to ASTM C920, Type M, Grade P, Class 25, Use T₁ with a Shore A hardness of 30 plus or minus 5, or better.

1. Reference Products (or approved equal):
 - a. "THC-900", manufactured by Tremco, 800-321-7906.
 - b. "Sikaflex[®] -2c TG", manufactured by Sika Corp., 800-933-7452.
 - c. "Urexpan[®] NR-200" manufactured by Pecora Corp., 800-523-6688.
2. Color of sealant shall be selected by Omnitrans Project Manager from the manufacturer's full color range.
3. Primer shall be as recommended by the sealant manufacturer for the use intended.
4. Joint backing shall be as recommended by the sealant manufacturer.

PART 3 – EXECUTION

3.01 PREPARATION OF SUBGRADE

- A. Areas to be paved shall be compacted and brought to subgrade elevation in conformance with the requirements of Section 31 20 00, Earth Moving,

before work of this section is performed. Final fine grading, filling, and compaction of areas to receive paving, as required to form a firm, uniform, accurate, and unyielding subgrade at required elevations and to required lines, shall be done under this section.

- B. Excavations for utilities or other items required in pavement subgrade shall be completed before final compaction and fine grading of subgrade are performed. Where excavation must be performed in complete subgrade, subbase, base, or pavement, subsequent backfill and compaction shall be performed in conformance with Section 31 20 00, Earthwork.
- C. Areas being graded or compacted shall be kept shaped and drained during construction. Ruts greater than or equal to 2 inches deep in subgrade, shall be graded out, reshaped as required, and recompact before placing pavement.
- D. Materials shall not be stored or stockpiled on prepared subgrade.
- E. Disposal of debris and other material excavated under this Section, and material unsuitable for or in excess of requirements for completing work of this Section shall be disposed of off-site.
- F. Prepared subgrade will be inspected by Omnitrans Project Manager. Subgrade shall be approved before installation of aggregate base course. Disturbance to subgrade caused by inspection procedures shall be repaired under this section.

3.02 AGGREGATE BASE COURSE

- A. Aggregate base course for paving and the spreading, grading, and compaction methods employed shall be in conformance with Section 32 11 23, Aggregate Base Courses.
- B. Subgrade and base course shall be kept clean and uncontaminated. Less select materials shall not be permitted to become mixed with aggregate. Materials spilled outside pavement lines shall be removed and area repaired.
- E. Portions of subgrade or of construction above which become contaminated, softened, or dislodged by passing of traffic, or otherwise injured, shall be cleaned, replaced, or otherwise repaired to conform to the requirements of this specification before proceeding with next operation.

3.03 STEEL REINFORCEMENT AND DOWELS

- A. Before being placed in position, reinforcing for reinforced concrete shall be thoroughly cleaned of loose mill and rust scale, dirt, and other foreign material which may reduce the bond between the concrete and reinforcing. Where there is delay in placing concrete after reinforcement is in place, bars shall be re inspected and cleaned when necessary.
- B. Any bar showing cracks after bending shall be discarded.
- C. Unless otherwise indicated on Drawings, reinforcing shall extend within 2 inch of formwork and expansion joints. Reinforcing shall continue through control joints. Adjacent sheets of fabric reinforcing shall lap 6 inches.
- D. After forms have been coated with form release agent, but before concrete is placed, reinforcing steel anchors shall be securely wired in the exact position called for, and shall be maintained in that position until concrete is placed and compacted. Chair bars and supports shall be provided in a number and arrangement satisfactory to Omnitrans Project Manager.

3.04 PORTLAND CEMENT CONCRETE PAVING

- A. Paving mix, equipment, methods of mixing and placing, and precautions to be observed as to weather, condition of base and the like, shall meet the requirements of SSPWC Section 302-6 and ACI 325.9R. Pavement shall be constructed in accordance with Drawings.
- B. Normal concrete placement procedures shall be followed. Concrete shall arrive at the job site so that no additional water will be required to produce the desired slump. When conditions develop that require addition of water to produce the desired slump, permission of Omnitrans Project Manager shall be obtained. The concrete shall be transported from the mixer to its place of deposit by a method that will prevent segregation or loss of material.
- C. Work shall not be performed during rainy weather or when temperature is less than 40 degrees F.
- D. Adjacent work shall be thoroughly protected from stain and damage during entire operation. Damaged and stained areas shall be replaced or repaired to equal their original conditions.
- E. Existing concrete, earth, and other water-permeable material against which new concrete is to be placed shall thoroughly damp when concrete is placed. There shall be no free water on surface.
- F. Concrete which has set or partially set before placing shall not be employed. Retempering of concrete will not be permitted.

- G. Concrete shall be thoroughly spaded and tamped to secure a solid and homogeneous mass, thoroughly worked around reinforcement and into corners of forms.
- H. When joining fresh concrete to concrete which has attained full set, latter shall be cleaned of foreign matter, and mortar scum and laitance shall be removed by chipping and washing. Clean, roughened base surface shall be saturated with water, but shall have no free water on surface. A coat of 1:1 cement-sand grout, approximately 1/8 inch thick, shall be well scrubbed into thoroughly dampened concrete base. New concrete shall be placed immediately, before grout has dried or set.

3.05 FINISHING

- A. Concrete flatwork surfaces shall be screeded off and finished true to line and grade, and free of hollows and bumps. Surface shall be dense, smooth, and at exact level and slope required.
- B. Unless otherwise indicated on Drawings, horizontal surfaces of concrete surfaces which are intended for pedestrian traffic shall be given a light rotary sweat finish. Surfaces intended for vehicular traffic shall receive a heavy broom finish with direction of brooming in concrete surface perpendicular to traffic direction. All finish textures shall be approved by Omnitrans Project Manager.
- C. Surface Retarded Concrete: Where shown on the drawings, concrete shall be given a surface retarder coating to provide an etched finish. Provide Nos. 3 and 25 etch finishes according to the manufacturer's technical data sheets and specifications; provide in locations as shown on the drawings. Surface textures shall be approved by Omnitrans Project Manager.
 - 1. Surface retarder shall be spray applied to the concrete after evaporation of initial bleed water. Apply in rates as recommended by the manufacturer. Protect all adjacent surfaces from spray.
 - 2. Wash the retarded cement matrix away using high-pressure water within 24 hours of application. It may be necessary to remove the retarded matrix the same day as application during hot weather or for the lightest etch. Conform to manufacturers recommendations.
- D. Broom Finish: After concrete has set sufficiently to prevent coarse aggregate from being torn from surface, but before it has completely set, brooms shall be drawn across it to produce a pattern of small parallel grooves. Broomed surface shall be uniform, with no smooth, unduly rough

or porous spots, or other irregularities. Coarse aggregate shall not be dislodged by brooming operation.

- E. Immediately following finish operations, arises at edges and both sides of expansion joints shall be rounded to 1/4 inch radius. Control joints to be tooled shall be scored into slab surface with coring tool. Adjacent edges of control joint shall at same time be finished to 1/4 inch radius.
- F. Accessible ramp finish shall conform to the requirements of CBC Section 1127B.5.5-7. Refer to Section 32 17 26, Tactile Warning Surfacing for requirements for detectable warning surfacing.
- G. Where finishing is performed before end of curing period, concrete shall not be permitted to dry out, and shall be kept continuously moist from time of placing until end of curing period, or until curing membrane is applied.

3.06 CURING

- A. Keep concrete continuously damp from time of placement until end of specified curing period. Water not be added to surface during floating and troweling operations, and not earlier than 24 hours after concrete placement. Between finishing operations, protect surface from rapid drying by a covering of waterproofing paper. Surface shall be damp when the covering is placed over it, and shall be kept damp by means of a fog spray of water, applied as often as necessary to prevent drying, but not sooner than 24 hours after placing concrete. None of the water so applied shall be troweled or floated into surface.
- B. Concrete surfaces shall be cured by completely covering with curing paper or application of a curing compound.
 - 1. Concrete cured using waterproof paper shall be completely covered with paper with seams lapped and sealed with tape. Concrete surface shall not be allowed to become moistened between 24 and 36 hours after placing concrete. During curing period surface shall be checked frequently, and sprayed with water as often as necessary to prevent drying, but not earlier than 24 hours after placing concrete.
 - 2. If concrete is cured with a curing compound, apply compound shall be applied at a rate of 200 square feet per gallon, in 2 applications perpendicular to each other.

3.07 EXPANSION JOINTS

- A. Expansion joints shall be located per SSPWC and/or Caltrans standard drawings. Expansion joint shall be formed in the concrete to required width

preformed joint filler in place. Joint filler shall extend the full depth of the slab unless otherwise noted on Drawings. Joint filler shall extend the full length of the expansion joint.

- B. Use non-bituminous type joint filler. Cure concrete for at least 10 days with liquid curing compound or sheet material except as otherwise specified. Provide reinforcing bars or mesh only where indicated. Conform to requirements specified in this section for slab finishing and curing as applicable.
- C. Concrete Walks: Provide 1/2 inch expansion joints as specified at curbs and where walks abut rigid structures, aligned with joints in curbs where adjoining, and apply light broom finish perpendicular to traffic direction. Score walks as shown or directed.

3.08 CONTROL JOINTS

- A. Saw cut joints indicated shall be sawn by using a diamond blade concrete power saw. Joint shall be made after concrete is finished and when the surface is stiff enough to support the weight of workers and equipment without damage to the slab. Saw shall cut into slab as noted on drawings, but in no case less than 25 percent of slab depth. Cuts shall be full depth for entire area indicated; no radical transitions.
- B. Unless otherwise indicated, score lines shall be tooled into the concrete slab, with 3 inch wide border and troweled edges, in pattern indicated on Drawings, or every 10 feet on center maximum. Joint shall be made after concrete is finished and when the surface is stiff enough to support the weight of workers without damage to the slab, but before slab has achieved its final set.

END OF SECTION

SECTION 32 16 14**CONCRETE CURBS AND GUTTERS****PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes:
 - 1. Placement of curbs and gutters, longitudinal gutters and wheel stops, and related material, including labor, materials, and equipment.
- B. Related Sections:
 - 1. Section 03 20 00, Concrete Reinforcing.
 - 2. Section 03 30 00, Cast-in-Place Concrete.
 - 3. Section 32 12 16, Asphalt Paving.
 - 4. Section 32 13 13, Concrete Paving.

1.02 REFERENCE STANDARDS

- A. ASTM: ASTM International (formerly American Society for Testing and Materials).
- B. Caltrans: State of California Department of Transportation, Standard Specifications.
- C. SSPWC: Standard Specifications for Public Works Construction.

1.03 SUBMITTAL

- A. Compliance: Concrete mix and materials, test reports, and manufacturer or supplier's certification that materials delivered to site are in compliance with specifications.
- B. Samples: Samples and test reports showing compliance with requirements in accordance with SSPWC Section 201-1.1.5.
- C. Product Data: Manufacturer's product data or catalog cuts and certificate of conformance for joint filler or other materials which are specified to conform to publications referenced under "Products" in this section.

1.04 QUALITY ASSURANCE

- A. Establish and maintain required lines and elevations. Make gradual and smooth transitions to pavements.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

- A. Portland cement: Shall be Type II conforming to SSPWC Section 201-1.2.1.
- B. Aggregate: Shall conform to SSPWC Section 201-1.2.2.
- C. Air-Entraining Admixture: All concrete for curbs and gutters shall air-entrained. Admixture shall conform to SSPWC Section 201-1.2.4d.

2.02 REINFORCEMENT

- A. Reinforcement for this portion of the work shall conform to the provisions of Section 03 20 00, Concrete Reinforcing, and chairs shall be plastic or concrete.

2.03 JOINT FILLER

- A. Premolded joint fillers shall conform to SSPWC Section 201-3.2., non-bituminous.

PART 3 - EXECUTION

3.01 EXTRUDED PORTLAND CEMENT CONCRETE CURBS

- A. Concrete curbs and gutters shall be constructed of Portland cement concrete of the class and other requirements specified in Section 303-5 of the SSPWC.
- B. For curbs constructed on existing paving, refer to the drawings for details and requirements for attaching curbs to existing paving.
- C. Space joints in extruded curbs to match joints in adjacent paving. When the adjacent paving is not jointed, locate joints at angles, corners, points of curvature, and points of tangency at intervals of not more than 15 feet.
- D. Joints shall be 1/8-inch minimum thickness and constructed to a minimum depth of 1-inch by scoring with a tool which will leave the corners rounded and destroy aggregate interlock to a depth of 1 inch.
- E. Place expansion joint filler to full cross-section with 1/4-inch thick filler in the curb at abutting structures and at 100-foot intervals.

- F. Cure the extruded concrete for not less than 72 hours by the methods specified in Section 03 30 00, Cast-in-Place Concrete.

3.02 CAST-IN-PLACE CONCRETE CURB AND COMBINED CURB AND GUTTER

- A. Construction of cast-in-place curb and combined curb and gutter shall meet the requirements of Section 03 30 00, Cast-in-Place Concrete.

END OF SECTION

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SECTION 32 17 23**PAVEMENT STRIPING AND MARKINGS****PART 1 - GENERAL****1.01 DESCRIPTION**

Section Includes:

1. Labor, materials, and equipment necessary and incidental to applying pavement striping and marking on roadways and parking lots and painting of curbs.

1.02 REFERENCE STANDARDS

- A. Caltrans: State of California Department of Transportation, Standard Specifications.
- B. Caltrans: State of California Department of Transportation, California MUTCD.
- C. CCR, Title 24: California Code of Regulations: California Building Code.

1.03 SUBMITTALS

- A. Product Data: Technical data for each type of pavement marking materials. Provide manufacturer's recommendations for application, including limitations, safety, and environmental requirements, application rates, dry film thickness (DFT), and equipment required for application.
- B. Shop Drawings: Pavement marking plans indicating lane separations, directional markings, and defined parking spaces. Note dedicated accessible spaces with international graphics symbol. Show striping widths and colors. Dimension all parking space striping.
- C. Test Reports and Certifications: Manufacturer's certification that products used comply with SCAQMD regulations for VOC content.

1.04 QUALITY ASSURANCE

- A. Pavement striping and marking shall be performed by workers with proven skills required to perform the work in accordance with the correct location, alignment, and dimensions of the striping and markings as shown in the drawings or as modified by Omnitrans Project Manager.
- B. At no additional cost to Omnitrans, repair or replace pavement markings which fail to present a uniform appearance and those which are marred and

damaged by traffic or by other causes.

- C. Until acceptance by Omnitrans Project Manager, Contractor shall be responsible for maintenance of pavement striping and markings until the roadway and/or parking area is open to vehicular traffic.
- D. Pavement striping and marking, whether temporary or permanent, shall be completed before the roadway or parking area is opened for vehicular traffic.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paint materials to site in manufacturer's original, unopened, and labeled containers. Keep containers in clean condition, free of foreign materials, and paint residue. Protect from freezing. Remove paints exposed to freezing conditions and replace at no expense to Omnitrans when required by Omnitrans Project Manager.

1.06 PROJECT CONDITIONS

- A. Striping and Marking: Apply traffic paints when temperature surfaces and surrounding air temperatures are between 50 deg F and 90 deg F and weather is not windy or humid, unless otherwise permitted in writing by paint manufacturer and authorized by Omnitrans Project Manager.
 - 1. Do not apply paints to wet or damp surfaces.
 - 2. Do not apply paints to asphalt or asphalt sealers which have not thoroughly cured and dried.
- B. Take precautions to avoid effects of wind drift during the application of liquid materials.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Paint for traffic striping and marking shall comply with Caltrans Standard Specifications Sections 84-1 and 84-3. Type of paint shall either be fast dry or rapid dry solvent borne.
- B. Glass Beads: Conform to California State Specification No. 8010-004 (type II).
- C. Project applicants shall require by contract specifications that materials that do not require painting be used during construction to the extent feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed and approved by the Omnitrans.

2.02 COLORS

- A. Color for roadways shall be Caltrans Standard Specifications "white" and "yellow" unless otherwise indicated on drawings.
- B. Parking Areas: Colors per Caltrans Standard Specifications Section 84-3.02.
 - 1. Red: Safety and restricted marking (fire lanes and curb markings).
 - 2. Yellow: Traffic and safety markings (directional markings and graphics, lane and curb markings).
 - 3. Blue: Accessible parking stalls and graphics and disability markings.
 - 4. White: Traffic lanes, parking stalls, and elsewhere.

PART 3 – EXECUTION**3.01 PREPARATION**

- A. Layout chalk markings at locations and to dimensions indicated on approved shop drawings. Use stencils, templates, forms, and guidelines for word markings, letters, numerals, and symbols.
- B. Verify that pavement surface is dry, free of dirt, grease, oil, acids, laitance, curing compounds, or foreign matter that will reduce the bond between the paint and pavement.
 - 1. Bituminous Surface: Allow bituminous pavement minimum 30 days to cure prior to application of paint. If paint curls or discolors, removed paint, prepare surface, and recoat.
 - 2. Portland Cement Concrete Surface: Allow Portland cement concrete to cure for a minimum of 28 days prior to application of paint. Test for moisture prior to application of paint.
- C. Clean contaminated areas with solution of trisodium phosphate (10 percent Na_3PO_4 by weight) or other approved cleaning solution. Rinse with clean water and dry prior to application of paint.

3.02 APPLICATION

- A. Paint traffic stripes, lines and pavement markings in accordance with the provisions in Sections 84-1, General, and 84-3, Painted Traffic Stripes and Pavement Markings, of the Caltrans Standard Specifications, details shown on drawings, the Caltrans Standard Plans, and the California Building Code.
- B. Paint: Mix paint in accordance with manufacturer's instructions. Apply at

recommended application rate and surface temperature. Addition of thinner is not permitted.

- C. Apply paint by using a striping machine, except for special areas and markings that are inaccessible or not adaptable to machine application, in which case hand application will be permitted with approved masking or stencil use.
- D. The striping machine shall be an approved spray-type marking machine capable of producing the specified dimensions of the markings, striping, etc. with clear-cut edges and uniform smooth film thickness.
- E. The minimum wet film thickness of the paint shall be 15 mils or in accordance with the manufacturer's recommendation and approved by Omnitrans Project Manager.
- F. Striping: Provide straight edged uniform line width as shown on the drawings, or if not shown, 4 inches. At accessible parking stalls conform to CBC Figures 11B-18A, 18B and 18C as applicable.
 - 1. Stall Divisions: Provide standard and compact size parking stalls as shown, white for standard stalls; blue for accessible stalls.
 - 2. Temporary Installation: After completing reconstruction of asphalt paving, contractor is required to temporary install one coat of striping. Contractor is required to seal coat (two seal coats) thirty days after completion of reconstruction asphalt paving. Following seal coat work, contractor is required to install two coats of striping. The second coat of striping shall contain reflective glass beads, added at the rate of 6 pounds per gallon of traffic paint.
 - 3. Provide two coats for all painting work. All car parking stalls striping, pavement markings, letters, numbers, words, captions, and signage painting shall be aligned straight, clean, without paint smears, blurs, and splatters. All striping and related signage shall be in place, completed and dry prior to the opening of the area for traffic. Add reflectorized glass beads to the second coat of paint striping, for all bus stalls, handicap signs, arrows, numbers and call-outs.
- G. Arrows and Pavement Signs: Paint directional arrows and markings with stencils. At islands and no parking areas, stripe areas with 4 inch wide stripes.
- H. Fire Lane Markings: Comply with governing fire jurisdiction's requirements. Use approved stencils for lettering and graphics.
- I. For traffic and parking stall striping glass beads shall broadcast into wet

paint at the rate of approximately 5 lbs/gallon of paint.

3.03 TOLERANCES

- A. Width of Stripe: Maximum variance of 1/4 inch.
- B. Alignment of Stripe: Maximum deviation 1/2 inch in 50 feet.

3.02 CLEANUP

- A. Clean up overspray with approved materials and leave a clean and complete project. Remove surplus materials and rubbish and legally dispose of offsite.

END OF SECTION

SECTION 32 17 26**TACTILE WARNING SURFACING****PART 1 - GENERAL****1.1 SUMMARY**

A. Section Includes:

1. Precast truncated dome tactile warning tiles at curb ramps.

B. Related Sections:

1. Section 03 30 00- Cast-in-Place Concrete.

1.2 SUBMITTALS

A. Submit manufacturer's technical data and specifications and application instructions for all products proposed for use.

B. Test Results: Submit test results from an independent testing laboratory certifying the material properties specified herein.

C. Samples: Submit full size tiles in color selected. Submit sufficient amount of tiles to show the full range of color variance that can be expected in the finish work.

D. Mockup: Prepare a site mock-up panel, minimum 4 feet long by width of tactile strip shown on drawings. Obtain approval of Resident Engineer prior to commencing general installation. Mock-up panel may be used in final construction when approved by Resident Engineer.

1.3 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Manufacturer shall be a firm experienced in manufacture of precast concrete tiles/pavers, with a minimum 5 years experience.

B. Installation Contractor: Installer shall be manufacturer certified for the installation of the products specified herein.

C. Tiles shall conform to the requirements of CBC Section 1121B.3.1.8.

- D. Tiles shall conform to ADA, Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2, and Detectable Warnings on Walking Surfaces.
- E. Detectable warning and directional products shall be approved by the California Department of General Services, Division of the State Architect, Accessible Compliance (DSA-AC). Submit documentation verifying such compliance and evaluation by independent entity selected by DSA-AC.
- F. Field Evaluation: Prior to installation on the project, tiles shall be subjected to a six-month field evaluation. Test site and evaluation procedures shall be determined by the Resident Engineer.
- G. Tiles shall be guide-dog friendly. Tiles shall not present hot surfaces that might injure guide dogs, thereby causing the dog to avoid the warning area, making the warning area no longer usable by the visually impaired.
- H. Slip Resistance: Coefficient of friction under ASTM C1028 not less than 0.6 in flat areas and 0.8 on slopes.
- I. Source Limitations: Obtain each product through one source from a single manufacturer.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original sealed cartons or containers, with original product labels intact
- B. Store materials in compliance with manufacturer's written recommendations.
- C. Promptly remove from site any broken, cracked or chipped tiles.

1.5 EXTRA MATERIALS

- A. Provide extra tiles to the Omnitrans for maintenance purposes. Provide in manufacturer's original sealed cartons or containers. Provide approximately 2% of the amount of tiles used on the project, rounded up to nearest full carton amount.
- B. Furnish materials from same lot as materials installed, to minimize color variations.

1.6 WARRANTY

- A. Manufacturer shall warrant the tiles against loss of shape of the domes and bars for a period of five (5) years. The warranty shall include blistering, breakage, warping, deformation, fading, and loosening of panels resulting from defective manufacture.
- B. Manufacturer's warranty shall state that tile shall "not degrade significantly" for at least 5 years after Substantial Completion. "Not degrade significantly" means that tile shall maintain at least 90% of its design characteristics, including shape and size of truncated domes and raised bars, and color, as determined by the Omnitrans.
- C. If any of the above are the result of improper installation, failure to follow agency-approved manufacturer installation instructions, maintenance procedures and repair methods, replacement of non-conforming tiles shall be the responsibility of the installer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: In order to designate quality of materials required, specifications are based upon StrongGo Industries TekWay Dome-Tiles as basis of design. Subject to compliance with requirements and approval of Omnitrans, provide the indicated product, a comparable product by one of the following, or equal approved as a substitution in accordance with Section 01 25 00, Substitution Procedures and with approval of Omnitrans.
 - 1. StrongGo Industries, LLC.
 - 2. Tile Tech Pavers.
 - 3. Rampdome Systems.

2.2 PRODUCTS

- A. Tiles shall be a fiber-reinforced, cementitious polymer composite (FRCPC) with blended aggregates, reinforced by interwoven fiberglass matting, moisture cured, and factory finished with a permanent non-slip top surface.
- B. Size and Configuration: Tiles shall be 24"x24", minimum 11/16 inch thick. Truncated dome tile shall conform to the requirements of CBC Figure 11B-23A for size and layout of domes. Directional bar tile shall conform to CBC Figure 11B-23B for size and layout of directional bars. Tiles shall have square-face edges.
- C. Coloring: Use only pigments that are pure mineral or synthetic, inorganic, UV resistant, non-fading and resistant to alkalinity. Pigments shall conform

to requirements of ASTM C979. Provide tiles from one batch lot only to minimize color variation. Color: Yellow, conforming to Federal Color No. 33538 as shown in Table IV of Standard No. 595B.

- D. Physical Properties: Submit test results from an independent testing laboratory certifying the following results:
 - 1. Compressive strength: 16,000 psi min. per ASTM C39.
 - 2. Tensile Strength: 2,700 psi min. per ASTM C496
 - 3. Flexural Ultimate Strength: 3,000 psi min. per ASTM C947
 - 4. Slip Resistance: FA = 0.85 min. per ASTM C1028
 - 5. Abrasion: 0.03 cm³/cm² per ASTM C418
 - 6. Water Absorption: 0.03% per ASTM C97
 - 7. Freeze/Thaw: 0.00% per ASTM C1262
- E. Mortar for Wet Installation: Mix 3:1:1 mixture of 3 parts Portland cement (ASTM C150, Type I or II), aggregate (washed natural sand, ASTM C144), and water (potable). Product mortar of consistent texture and quality.
- F. Anchoring Bolts: Non-ferrous metal, at least 5 bolts per tile.
- G. Provide surface applied detectable directional texture at boarding areas (at door locations) as indicated on Drawings.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify lines and grades of concrete prior to placement. Verify levelness tolerances. Conform to the requirements of Section 03 30 00, Cast-In-Place Concrete.
- B. Concrete surfaces shall have a steel trowel finish. Verify that curing compounds have not been used.
- C. Comply with International Concrete Repair Institute (ICRI) Technical Guideline No. 03732, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- D. If concrete substrate does not have a raked surface, mechanically abrade substrate to a concrete surface profile of CSP No. 6 or greater in accordance with ICRI Guidelines.

3.2 INSTALLATION, GENERAL

- F. Lay out tactile warning surfacing tiles centered in the work area in both directions so that perimeter tiles are more than 1/2 of tile width.

- G. Cut tiles using a concrete saw with a diamond blade. Provide clean, sharp, unchipped edges on cut tiles. Where cuts are made through domes, grind the remaining dome flush with tile surface.
 - 1. Half-Cut Tiles: Ensure at least five anchors are retained in each cut tile that is installed.
 - 2. Irregular Shape Tiles: Cut tiles to provide the most number of anchors possible, but ensure a minimum of one anchor is retained in each cut tile that is installed.
- C. All units shall be installed level, square and parallel in an even plane with surrounding units and adjacent concrete. Maintain maximum joint width of 1/32-inch. Conform to ADA requirements.
- D. Install expansion joints where indicated or as required. Do not install tiles over concrete expansion joints.
- E. Brush back of tactile warning surfacing tiles with a stiff, moist brush to remove loose aggregate.
- F. Set tile surface (base of domes) flush with the adjacent surfaces and other tactile warning tile surfaces.
- G. Set tiles so that domes align between tiles in both directions.
- H. Tolerances: Compared to level, or indicated slope, for finished tactile warning surfacing.
 - 1. Lippage: Not to exceed 1/16 inch tile-to-tile offset from flush.
 - 2. Overall: Not to exceed 1/8 inch in 24 inches and 1/4 inch in 10 feet.

3.3 WET CONCRETE INSTALLATION

- A. Place concrete in accordance with requirements of Section 03 30 00, Cast-In-Place Concrete.
 - 1. Comply with ACI 305 and ACI 306 for hot-weather and cold-weather placement when temperatures exceed or drop below the thresholds specified in the respective standards.
- B. Remove no more than 3/4 inch of the fresh concrete in the area where tiles are to be installed using a hand trowel or manufacturer's template and square-end shovel. Level area using a wood float.
- C. Lightly dampen back of tiles using a brush.

- D. Insert number of bolt anchors indicated below into all available embedded nuts in back of tiles per manufacturer's instructions.
 - 1. Full Size Tiles: 5 anchors.
 - 2. Cut Tiles: As many anchors as possible.
- E. Apply setting mortar to entire back of tiles in thicknesses indicated below before placing tile in fresh concrete.
 - 1. Full Size Tiles: 1/8 inch.
 - 2. Cut Tiles: 3/8 inch.
- F. Set tiles in place with slight twisting motion.
- G. Use a rubber mallet to lightly tamp tiles to ensure bond.
- H. Verify proper slope. Remove and reset if tile does not comply with tolerances indicated.
- I. Finish concrete edge adjacent to tactile warning surfacing with a 1/8 inch-radius edging tool. Finish and cure exposed concrete surfaces in accordance with the requirements of Section 03 30 00, Cast-In-Place Concrete.

3.4 SEALANT INSTALLATION

- A. After tactile warning surfacing tiles have set, fill perimeter joint and joints between tiles with elastomeric and Joint Sealants.

3.5 CLEANING AND PROTECTION

- A. Remove protective covering from tiles immediately upon completion of installation.
- B. Cleaning: Remove excess mortar and sealant from exposed tile surfaces; wash and scrub clean.
- C. Cover finished surfaces with protective covering after installation until all construction activity in the vicinity of the tiles is completed.
- D. Protection: Keep pedestrian and vehicular traffic off tactile warning surfacing until mortar and sealants have set. Follow manufacturer's instructions.

3.6 LOCATIONS

- A. Place truncated dome tiles at curb ramps as indicated on drawings.

3.7 REPAIR/REPLACEMENT OF EXISTING TILES

- A. Repair existing concrete base as required to assure that tiles will be level as required.
- B. Set tiles using thin set method, using latex portland cement mortar. Coat underside of each tile unit with latex cement mortar, set tile and firmly tamp to ensure 95% minimum surface contact with existing concrete.
- C. Finished installation shall match that of new installations and shall conform to all accessible code requirements.

END OF SECTION

SECTION 33 05 24**UTILITY PROTECTION AND RELOCATION****PART 1 - GENERAL****1.01 SUMMARY**

- A. Section includes relocating or uncovering portions of existing utility, potholing; relocation; backfilling; cleaning up; and all incidental work necessary to complete the protection of the utilities/pipelines as shown on the Contract Drawings.
- B. Related Sections include but are not necessarily limited to:
 - 1. Section 31 20 00, Earth Moving
 - 2. Section 31 23 33, Trenching and Backfilling

1.02 REFERENCE STANDARDS

- A. ASTM American Society of Testing and Materials
- B. Caltrans Caltrans Standard Specifications
- C. SSPWC Standard Specifications for Public Works Construction
- D. AASHTO American Association of State Highway Transportation Officials
- E. API American Petroleum Institute

1.03 SUBMITTAL

- 1. Samples of proposed fill materials for approval prior to use.
- 2. Product data for all permanent materials incorporated in the work.
- 3. The Contractor shall design and provide utility and pipeline protection materials, procedures and structures for the maximum loading configurations where indicated on the drawings or in these specifications. Shop drawings and calculations stamped by registered Structural Engineer licensed in the State of California shall be submitted and approved by the Omnitrans prior to fabrication.

4. Submit proposed test procedures and all results of all tests to the Omnitrans.

PART 2 - MATERIALS

NOT USED

PART 3 - EXECUTION

3.01 POTHOLING

- A. The Contractor shall uncover the utility or pipelines by potholing at the indicated locations per SSPWC Section 5, Utilities or as directed by the Omnitrans, being careful not to damage any existing utilities.
- B. Backfilling shall be done and compacted to 95% standard density. It shall be the responsibility of the Contractor to clean up, restore all previous grade work and provide sufficient backfill to compact and restore the ground and pavement to its original level.

3.02 DAMAGE

- A. Utilities and pipelines, unless otherwise indicated, shall be in operation during the construction work. The safe and proper handling of the utilities and pipelines is the responsibility of the Contractor. The Contractor shall be liable for any injuries, line breakage, damage to the line and damage to property. In addition, Contractor shall be responsible for and shall reimburse the Omnitrans or owner of the utility, or pipeline for all damages during construction and for any product (gas, oil or service) lost therefrom. Precautions must be taken to contain any possible oil spills. Any spillage of gas or oils shall be contained and if the material is not contained and causes damages or gets into natural drainage courses, the Contractor shall be solely responsible.

3.03 RELOCATION OF IRRIGATION LINE

- A. Irrigation water main located near the existing CMU perimeter wall shall be relocated to the location shown on the contract documents.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. No separate measurement will be made for potholing and protection of utilities Work of this Section, except for the relocation of 3" irrigation line.
- B. Relocation of Irrigation Line: Work of this section completed in accordance with the Contract Documents will be measured by the contract unit or fraction thereof listed in the Bid Schedule. The quantities contained in the Bid Schedule as derived from the drawings and measured by the Omnitrans will be used as the basis for this measurement.

4.02 PAYMENT

- A. Work of this Section (potholing and protection of existing utilities) is considered incidental to Work under other payment item(s) listed in the Bid Schedule and no separate payment will be made, except for the relocation irrigation line work.
- B. Relocation of Irrigation Line: Work of this section completed in accordance with the Contract Documents will be paid for at the applicable unit price as listed in the Bid Schedule.
 - 1. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision and incidentals necessary to complete the Work of this section as described by the Contract Documents.

END OF SECTION

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1. ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, INCLUDING SUPPLEMENTS, AND THE CITY OF COLTON ENGINEERING DEPARTMENT "STANDARD PLANS AND SPECIFICATIONS".
2. REQUEST FOR INSPECTION TO THE CITY OF COLTON ENGINEERING DEPARTMENT SHALL BE MADE BY THE CONTRACTOR PRIOR TO THE SERVICES BEING REQUIRED.
3. WORK ON PUBLIC STREETS SHALL BEGUN, SHALL BE COMPLETED, WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY FLOODING.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
6. THE CONTRACTOR MUST OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY ENGINEER'S OFFICE, PERMIT SECTION PRIOR TO CONSTRUCTION. THE ENCROACHMENT PERMIT IS FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
7. AFTER DARK, LIGHTS MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
8. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP, AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
9. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
10. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. IF ANY UTILITY IS EXPOSED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY AND THE CITY OF COLTON ENGINEERING DEPARTMENT IMMEDIATELY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE CONSTRUCTION AREA AND IN THE EVENT OF DAMAGE, THE CONTRACTOR SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT.
12. THE CONTRACTOR SHALL NOT PERFORM ANY WORK AT THE PROJECT SITE BETWEEN 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR ON SATURDAY, SUNDAY, HOLIDAY AT ANY TIME EXCEPT AS APPROVED BY THE ENGINEER.
13. TREES SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED IN KIND.
14. THE CONTRACTOR IS ADVISED THAT EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO DRIVEWAYS AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE CITY ENGINEER.
16. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (W.A.T.C.H.).
17. THE CONTRACTOR SHALL PROVIDE A 72-HOUR NOTIFICATION TO THE AFFECTED PROPERTIES, POLICE DEPARTMENT, AND FIRE DEPARTMENT IN THE EVENT OF A STREET CLOSURE. RESIDENTS SHALL BE ADVISED OF PARKING RESTRICTIONS ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD.
18. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALTIC CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT.
19. ANY DISCREPANCIES OR ERRORS FOUND ON THESE PLANS BY THE CONTRACTOR SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER AND THE CITY ENGINEERING DEPARTMENT. NO WORK SHALL CONTINUE ON THAT PART OF THE CONSTRUCTION AFFECTED BY SUCH DISCREPANCY OR ERROR UNTIL IT HAS BEEN RESOLVED TO THE SATISFACTION OF THE PROJECT ENGINEER AND THE CITY OF COLTON ENGINEER DEPARTMENT. IF CONTRACTOR DOES PROCEED ON SAID WORK PRIOR TO OBTAINING APPROVAL FROM THE PROJECT ENGINEER AND THE CITY ENGINEERING DEPARTMENT, HE/SHE SHALL BE LIABLE FOR ALL DAMAGES RESULTING THEREFROM.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

THE EXISTING UNDERGROUND UTILITIES AND SUBSTRUCTURES IDENTIFIED ON THESE PLANS WERE TAKEN FROM AVAILABLE RECORDS AND SHOWN ACCORDINGLY. IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING UNDERGROUND SERVICE AGENCIES (E.G. CALTRANS ON STATE HIGHWAYS) TO IDENTIFY ALL EXISTING UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, AND SHALL DETERMINE THEIR LOCATIONS & DEPTHS, INCLUDING SERVICE CONNECTIONS WHICH MAY AFFECT OR BE AFFECTED BY ITS OPERATIONS PRIOR TO STARTING WORK ON THE PROJECT. THE CONTRACTOR'S FAILURE TO DO SO AND NOT BRINGING TO THE ENGINEER'S ATTENTION PRIOR TO THE START OF THE CONTRACTOR'S WORK, THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY CHANGES, REVISIONS OR MODIFICATIONS.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE DEPARTMENT OF U.S. LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

IN SUBMITTING A BID FOR THIS WORK THE CONTRACTOR AGREES HE SHALL ASSUME THE SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT; INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK IN THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

A vicinity map showing the location of the site at the intersection of San Bernardino Ave and Valley Blvd. The map includes surrounding streets such as Olive St, C Street, Rancho Ave, La Cadenita Dr, Mt Vernon Ave, and 10 Fwy. Address markers #5218, #5219, #5217, #5282, #5204, #7718, #5334, and #5324 are indicated. A north arrow is present.

<u>SHEET</u>	<u>DESCRIPTION</u>
1	TITLE SHEET
2	SITE PLAN : C STREET : BUS STOP 7718
3	STREET IMPROVEMENT PLAN : C STREET: BUS STOP 7718
4	SITE PLAN : C STREET : BUS STOP 5334
5	STREET IMPROVEMENT PLAN : C STREET : BUS STOP 5334
6	SITE PLAN : C STREET : BUS STOP 5282
7	STREET IMPROVEMENT PLAN : C STREET : BUS STOP 5282
8	SITE PLAN : O STREET : BUS STOP 5204
9	STREET IMPROVEMENT PLAN : O STREET : BUS STOP 5204
10	SITE PLAN : SAN BERNARDINO AVE : BUS STOP 5219
11	STREET IMPROVEMENT PLAN : SAN BERNARDINO AVE : BUS STOP 5219
12	SITE PLAN : SAN BERNARDINO AVE : BUS STOP 5218
13	STREET IMPROVEMENT PLAN : SAN BERNARDINO AVE : BUS STOP 5218
14	SITE PLAN : SAN BERNARDINO AVE : BUS STOP 5217
15	STREET IMPROVEMENT PLAN : SAN BERNARDINO AVE : BUS STOP 5217
16	SECTIONS
17	DETAILS
18	DETAILS

WATER - CITY OF COLTON UTILITIES DEPARTMENT
SEWER - CITY OF COLTON PUBLIC WORKS DEPARTMENT
ELECTRICAL - CITY OF COLTON UTILITIES DEPARTMENT
GAS - SOUTHERN CALIFORNIA GAS
TELEPHONE - SBC

CONTRACTOR SHALL NOTIFY CITY OF COLTON, AT LEAST 2 WORKING DAYS IN ADVANCE OF STARTING CONSTRUCTION.

AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION
CONTRACTOR SHALL NOTIFY:
CITY OF COLTON PUBLIC WORKS:(909) 370-5065
CITY OF COLTON WATER AND WASTEWATER DEPARTMENT : (909) 370-6131

ALL CONSTRUCTION ON OFF-SITE OR ON-SITE IMPROVEMENTS SHALL ADHERE TO N.P.D.E.S. (NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM) BEST MANAGEMENT PRACTICES TO PREVENT DELETERIOUS MATERIALS OR POLLUTANTS FROM ENTERING THE CITY OR COUNTY STORM DRAIN SYSTEMS.

1. HANDLE, STORE AND DISPOSE OF MATERIALS PROPERLY.
2. AVOIDING EXCAVATION AND GRADING ACTIVITIES DURING WET WEATHER.
3. CONSTRUCT DIVERSION DIKES AND DRAINAGE SWALES AROUND WORKING SITES.
4. COVER STOCKPILES AND EXCAVATED SOIL WITH SECURED TARPS OR PLASTIC SHEETING.
5. DEVELOP AND IMPLEMENT EROSION CONTROL PLANS AND PROVIDE A COPY FOR CITY APPROVAL.
6. CHECK AND REPAIR LEAKING EQUIPMENT AWAY FROM CONSTRUCTION SITE.
7. DESIGNATE A LOCATION AWAY FROM STORM DRAINS FOR REFUELING.
8. COVER AND SEAL CATCH BASINS WHENEVER WORKING IN THEIR VICINITY.
9. USE VACUUM WITH ALL CONCRETE SAWING OPERATIONS.
10. NEVER WASH EXCESS MATERIAL FROM AGGREGATE, CONCRETE OR EQUIPMENT ONTO A STREET.

11. CATCH DRIPS FROM PAVER WITH DRIP PANS OR ABSORBENT MATERIAL.
12. CLEAN UP ALL SPILLS USING DRY METHODS.
13. SWEEP ALL GUTTERS AT THE END OF EACH WORKING DAY. GUTTERS SHALL BE KEPT CLEAN AFTER LEAVING CONSTRUCTION SITE.
14. DURING CONSTRUCTION, DUMPSTER(S) SHALL BE SET ON SITE AT ALL TIMES.
15. CALL 911 IN CASE OF A HAZARDOUS SPILL.
16. KEEP A RUNNING LOG OF ALL ACTIVITIES IN CONNECTION WITH THE STORMWATER POLLUTION PREVENTION PLAN (S.W.P.P.P.)
17. NAME A PERSON, ON SITE RESPONSIBLE FOR COMPLYING WITH S.W.P.P.P.
18. THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE "BEST MANAGEMENT PRACTICE HANDBOOK FOR CALIFORNIA STORM WATER QUALITY FORCE, SACRAMENTO, CALIFORNIA, 1993", OR THE LATEST REVISED EDITION MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT. (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY COUNTY INSPECTORS):

CA001	--DEWATERING OPERATIONS	ESC21	--DUST CONTROLS
CA002	--PAVING OPERATIONS	ESC22	--CONSTRUCTION ROAD STABILIZATION
CA003	--STRUCTURE CONSTRUCTION AND PAINTING	ESC24	--STABILIZED CONSTRUCTION ENTRANCE
CA010	--MATERIAL DELIVERY AND STORAGE	ESC30	--EARTH DIKE
CA011	--MATERIAL USE	ESC31	--TEMPORARY DRAINS AND SWALES
CA012	--SPILL PREVENTION AND CONTROL	ESC32	--SLOPE DRAIN
CA020	--SOLID WASTE MANAGEMENT	ESC40	--OUTLET PROTECTION
CA021	--HAZARDOUS WASTE MANAGEMENT	ESC41	--CHECK DAMS
CA022	--CONTAMINATED SOIL MANAGEMENT	ESC42	--SLOPE ROUGHENING/TERRACING
CA023	--CONCRETE WASTE MANAGEMENT	ESC50	--SILT FENCE
CA030	--VEHICLE AND EQUIPMENT CLEANING	ESC51	--STRAW BALE BARRIERS
CA031	--VEHICLE AND EQUIPMENT FUELING	ESC52	--SAND BAG BARRIER
CA032	--VEHICLE AND EQUIPMENT MAINTENANCE	ESC53	--BRUSH OR ROCK FILTER
CA040	--EMPLOYEE/SUBCONTRACTOR TRAINING	ESC54	--STORM DRAIN INLET PROTECTION
ESC00	--SCHEDULING	ESC55	--SEDIMENT TRAP
ESC02	--PRESERVATION OF EXISTING VEGETATION	ESC56	--SEDIMENT BASIN
ESC10	--SEEDING AND PLANTING		
ESC11	--MULCHING		
ESC20	--GEOTEXTILES AND MATS		

PREPARED BY:



9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY ENGINEER

NAME: VICTOR ORTIZ, PE EXPIRES: 6/30/17
R.C.E: 73848

ACCEPTED: _____ DATE: _____

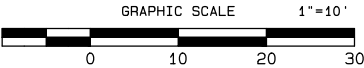
PLAN NO.	1307-1

REVISIONS	DATE	APPR.
1 - SP001-C-COVER BUS STOP IMPROVEMENTS CITY OF COLTON	SCALE	
	WORD:	
	VERT:	
	DATE: SUNDAY	
	SHEET 10 of 18	



REFERENCE ONLY - NOT FOR CONSTRUCTION

SET REBAR WITH ALUMINUM CAP BY
WILSON COMPANY INCORPORATED
"CONTROL POINT 100" 67± FROM CENTER
OF C STREET, 26.74± TO "POINT 1280"
COORDINATES:
N=50042.6160
E=64001.945
ELEVATION=1028.8'



Underground Service Alert

Call: TOLL FREE
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER

M. R. Satish

No. C48546

Exp. 6/30/18

CIVIL

STATE OF CALIFORNIA

PREPARED BY:

STV 100 Years

9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE
R.C.E: 73848

EXPIRES: 6/30/17

ACCEPTED: _____ DATE: _____

PLAN NO. **1307-1**

REVISIONS		DATE	APPR.
2 - SP002-C-SITE		SCALE	
BUS STOP IMPROVEMENTS		HORIZ.	
CITY OF COLTON		VERT.	
		DATED	SUBDATE
		SHEET	2 of 18

GENERAL NOTES:

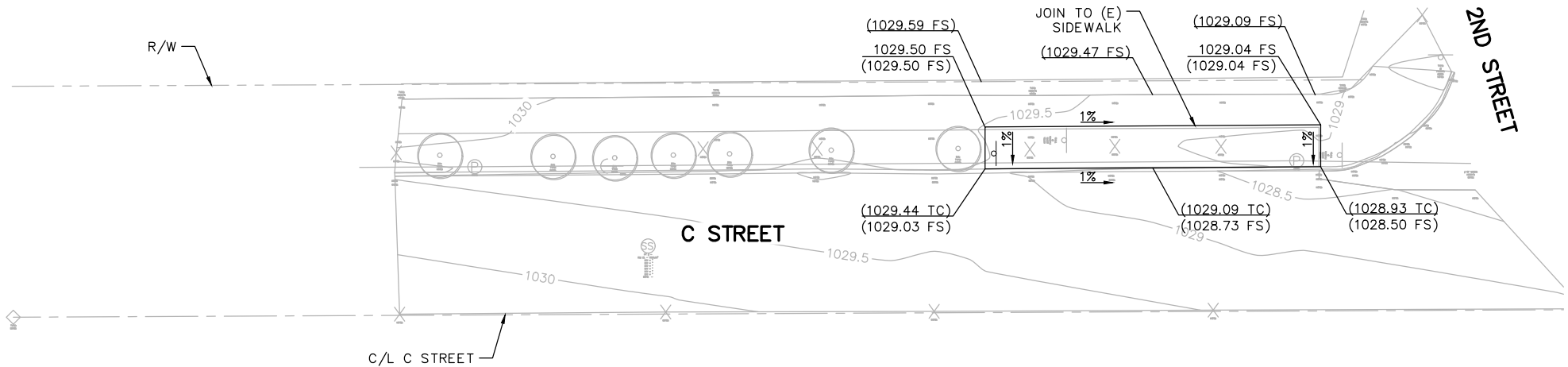
1. REFER TO DRAWING SP009-C FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP010-C AND SP011-C FOR DETAILS.

CONSTRUCTION SYMBOLS:

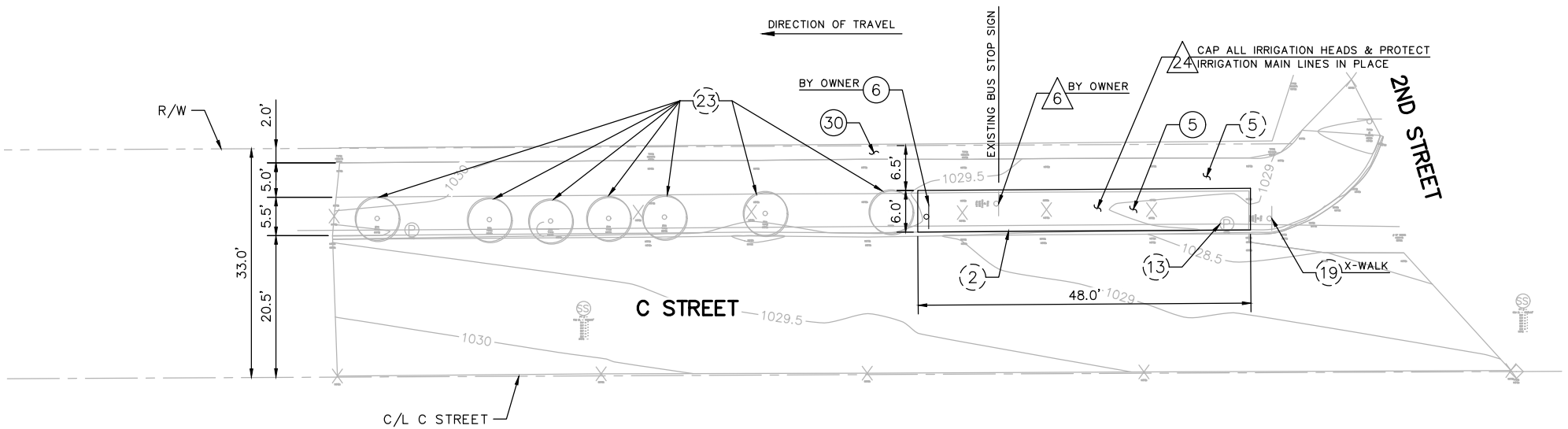
- CONSTRUCT
- PROTECT IN PLACE
- △ REMOVE
- EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

1. CONSTRUCT 1" AC PAVEMENT OVER 1" C.A.B. (CLASS II) PER GENERAL NOTE 8
2. CURB & GUTTER PER CITY STANDARD
3. CURB, GUTTER & SIDEWALK PER CITY/COUNTY STD
4. CURB PER CITY STANDARD
5. SIDEWALK PER CITY STANDARD
6. BUS STOP SIGN
7. AC PAVEMENT
8. ELECTRICAL JUNCTION BOX
9. 1'-0" WIDE GROOVES PER CALTRANS STANDARD A88A
10. CONFORM TO EXISTING PAVEMENT
11. GAS METER
12. GAS VALVE
13. STREET LIGHT POLE
14. MAILBOX
15. TRAFFIC SIGNAL CABINET
16. VALVE
17. ELECTRICAL MANHOLE
18. TRAFFIC SIGNAL JUNCTION BOX
19. SIGN
20. WATER METER
21. WATER VALVE
22. ELECTRICAL CABINET/CABLE
23. TREE
24. GRASS
25. TV/ELECTRICAL VAULT
26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING

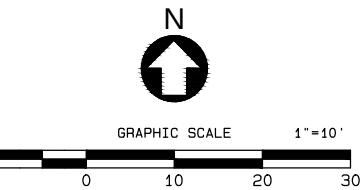


GRADING @ BUS STOP #7718



CONSTRUCTION @ BUS STOP #7718

SET REBAR WITH ALUMINUM CAP BY WILSON COMPANY INCORPORATED "CONTROL POINT 100" 67± FROM CENTER OF C STREET, 26.74± TO "POINT 1280" COORDINATES: N=50042.6160 E=64001.945 ELEVATION=1028.8'



Underground Service Alert
Call: TOLL FREE 1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER
M. R. Satish
No. C48546
Exp. 6/30/18
CIVIL
STATE OF CALIFORNIA

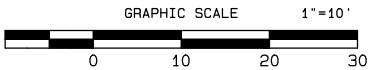
PREPARED BY:
STV 100 Years
9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON
PUBLIC WORKS DEPARTMENT
CITY ENGINEER
NAME: VICTOR ORTIZ, PE
R.C.E: 73848
EXPIRES: 6/30/17
ACCEPTED: _____ DATE: _____
PLAN NO. 1307-1

REVISIONS
3 - SP002-C-STREET
BUS STOP IMPROVEMENTS
CITY OF COLTON
DATE
APPR.
SCALE
SHEET 30 OF 18



REFERENCE ONLY - NOT FOR CONSTRUCTION



FOUND PK NAIL LS 6970 BY WILSON COMPANY
INCORPORATED ON CENTER OF C STREET, 63.58'± TO
NEAREST POINT OF CONCRETE CURB AT WEST SIDE.
COORDINATES:
N=1849950.8260
E=6765018.3160
ELEVATION=1011.292'

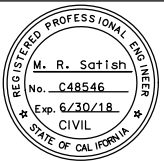
Underground Service Alert

 **Call: TOLL FREE**
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION



PREPARED BY:



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Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE
R.C.E: 73848
EXPIRES: 6/30/17

ACCEPTED: _____ DATE: _____

PLAN NO. **1307-1**

REVISIONS		DATE	APPR.
4 -	SP003-C-SITE BUS STOP IMPROVEMENTS CITY OF COLTON		
SHEET 4 OF 18			

GENERAL NOTES:

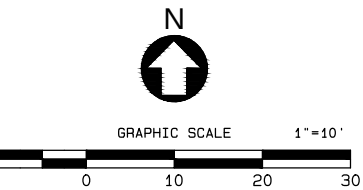
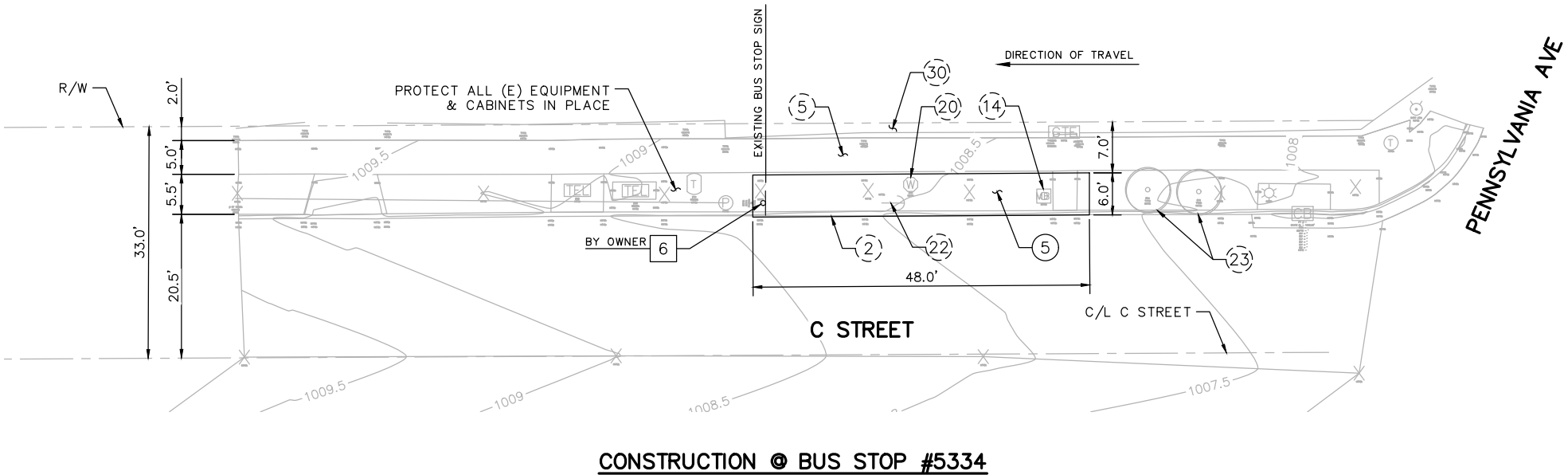
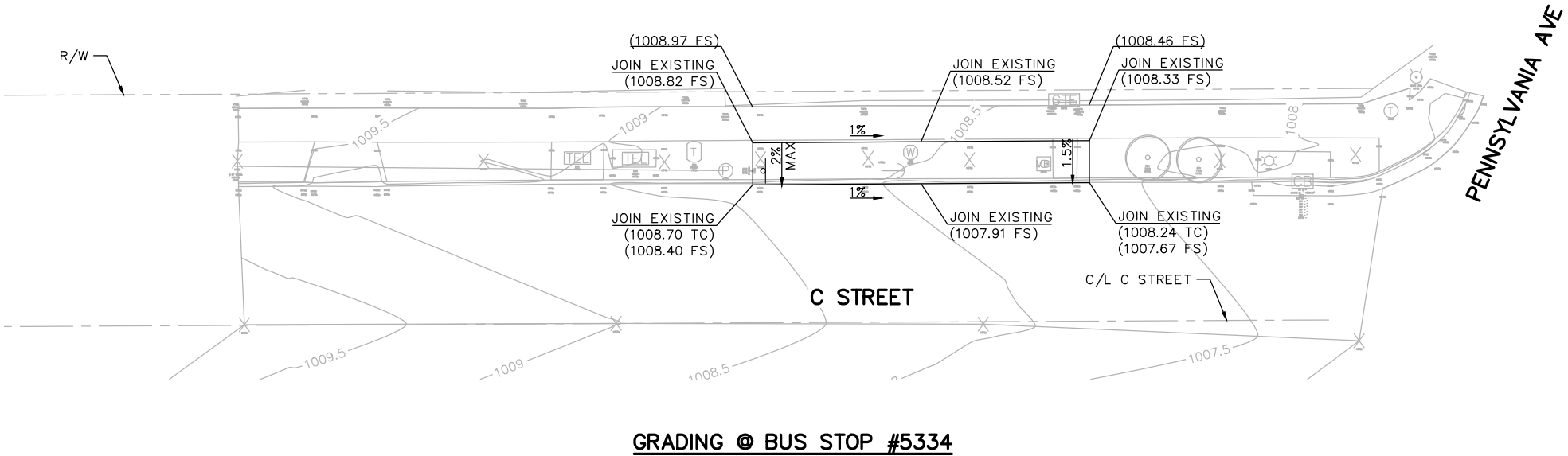
1. REFER TO DRAWING SP009-C FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP010-C AND SP011-C FOR DETAILS.

CONSTRUCTION SYMBOLS:

- CONSTRUCT
- PROTECT IN PLACE
- △ REMOVE
- EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

1. CONSTRUCT "AC PAVEMENT OVER "C.A.B. (CLASS II) PER GENERAL NOTE 8
2. CURB & GUTTER PER CITY STANDARD
3. CURB, GUTTER & SIDEWALK PER CITY/COUNTY STD
4. CURB PER CITY STANDARD
5. SIDEWALK PER CITY STANDARD
6. BUS STOP SIGN
7. AC PAVEMENT
8. ELECTRICAL JUNCTION BOX
9. 1'-0" WIDE GROOVES PER CALTRANS STANDARD A88A
10. CONFORM TO EXISTING PAVEMENT
11. GAS METER
12. GAS VALVE
13. STREET LIGHT POLE
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17. ELECTRICAL MANHOLE
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19. SIGN
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26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING



FOUND PK NAIL LS 6970 BY WILSON COMPANY
INCORPORATED ON CENTER OF C STREET, 63.58'± TO
NEAREST POINT OF CONCRETE CURB AT WEST SIDE.
COORDINATES:
N=1849950.8260
E=6765018.3160
ELEVATION=1011.292'

Underground Service Alert

Call: TOLL FREE
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER

M. R. Satish

No. C48546

Exp. 6/30/18

CIVIL

STATE OF CALIFORNIA

PREPARED BY:

STV 100 Years

9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON

PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE
R.C.E: 73848

EXPIRES: 6/30/17

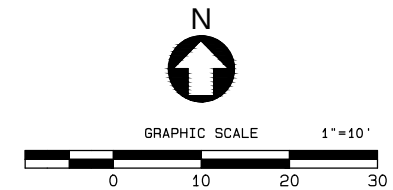
ACCEPTED: _____ DATE: _____

PLAN NO. 1307-1

REVISIONS	DATE	APPR.
5 - SP003-C-STREET BUS STOP IMPROVEMENTS CITY OF COLTON		
SCALE		
HORZ:		
VERT:		
DATED: SUBDATE		
SHEET 5 of 18		



REFERENCE ONLY - NOT FOR CONSTRUCTION



FOUND PK NAIL LS 6970 BY WILSON COMPANY
INCORPORATED ON CENTER OF C STREET, 39.16± TO
NEAREST POINT OF CONCRETE CURB AT WEST SIDE.
COORDINATES:
N=1849980.8260
E=6765018.3160
ELEVATION=1011.292'

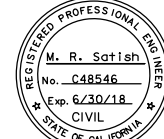
Underground Service Alert

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422-4133

TWO WORKING DAYS BEFORE YOU DIG

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CITY OF COLTON
PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE
R.C.E: 73848
EXPIRES: 6/30/17

ACCEPTED: _____ DATE: _____

PLAN NO. **1307-1**

REVISIONS		DATE	APPR.
6 - SP004-C-SITE		SCALE	
BUS STOP IMPROVEMENTS		HORIZ:	
CITY OF COLTON		VERT:	
		DATED: SUBDATE	
		SHEET	6 of 18

GENERAL NOTES:

1. REFER TO DRAWING SP009-C FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP010-C AND SP011-C FOR DETAILS.

CONSTRUCTION SYMBOLS:

-  CONSTRUCT

 REMOVE

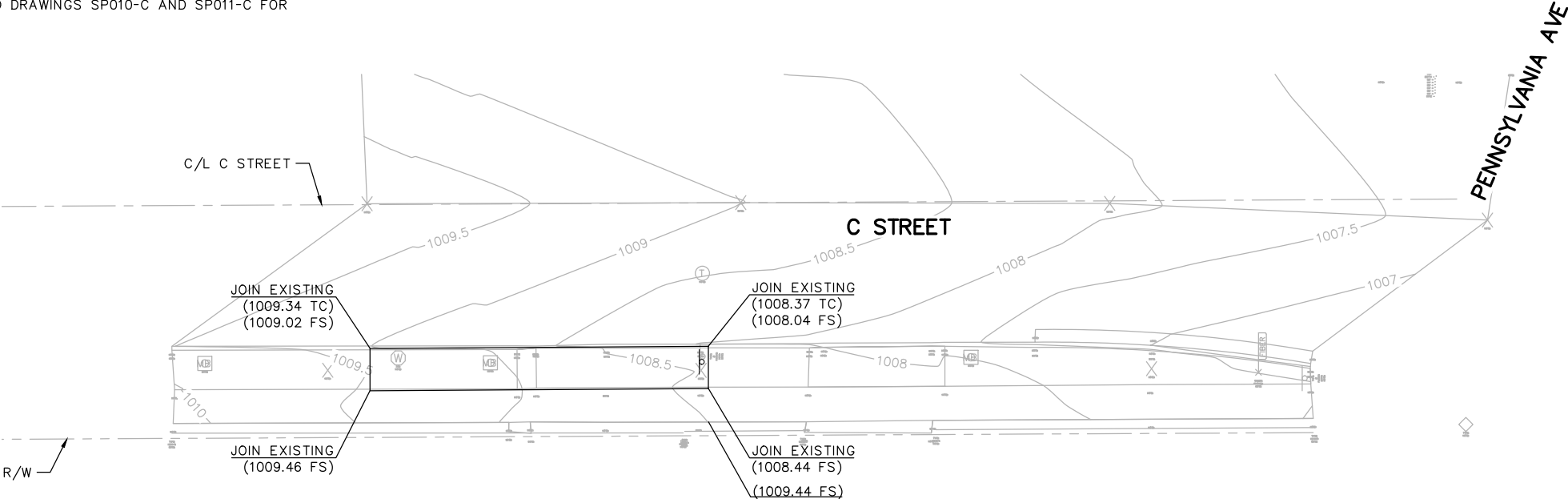
 RELOCATE EXISTING

 REMOVE AND CONSTRUCT
-  PROTECT IN PLACE

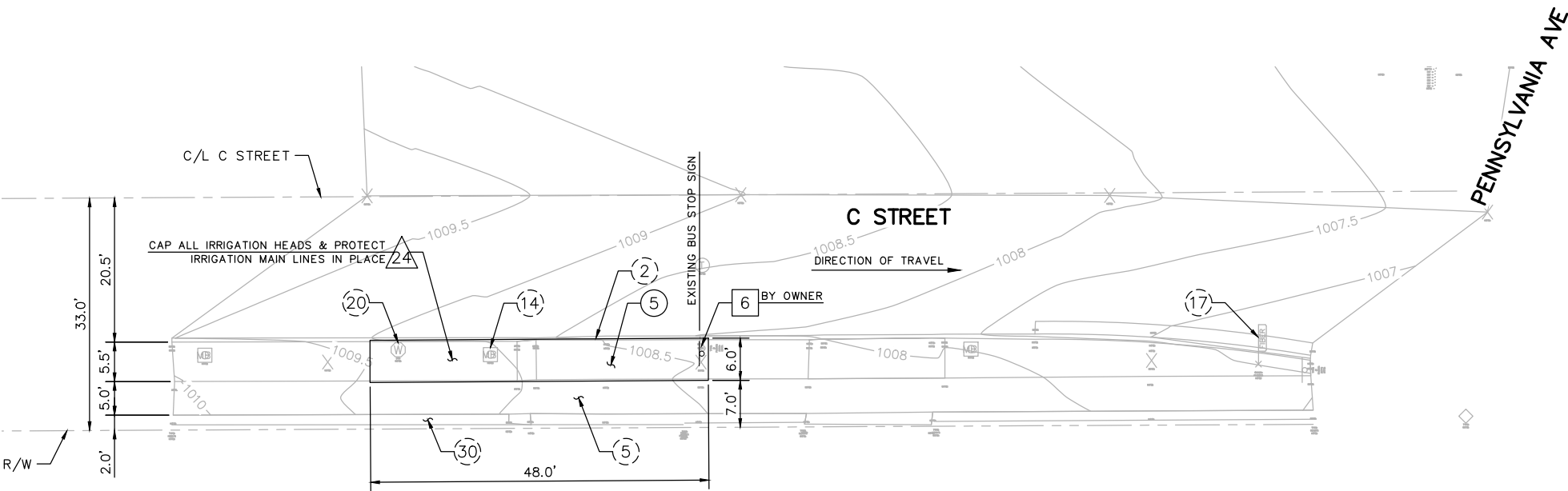
 EXISTING TO REMAIN

CONSTRUCTION NOTES:

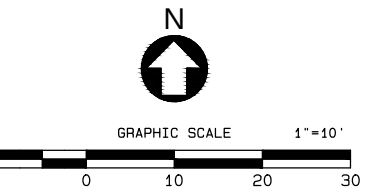
1. CONSTRUCT 1"AC PAVEMENT OVER 1"C.A.B. (CLASS II) PER GENERAL NOTE 8
2. CURB & GUTTER PER CITY STANDARD
3. CURB, GUTTER & SIDEWALK PER CITY/COUNTY STD
4. CURB PER CITY STANDARD
5. SIDEWALK PER CITY STANDARD
6. BUS STOP SIGN
7. AC PAVEMENT
8. ELECTRICAL JUNCTION BOX
9. 1'-0" WIDE GROOVES PER CALTRANS STANDARD A88A
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12. GAS VALVE
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17. ELECTRICAL MANHOLE
18. TRAFFIC SIGNAL JUNCTION BOX
19. SIGN
20. WATER METER
21. WATER VALVE
22. ELECTRICAL CABINET/CABLE
23. TREE
24. GRASS
25. TV/ELECTRICAL VAULT
26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING



GRADING @ BUS STOP #5282



CONSTRUCTION @ BUS STOP #5282



FOUND PK NAIL LS 6970 BY WILSON COMPANY
INCORPORATED ON CENTER OF C STREET, 39.16± TO
NEAREST POINT OF CONCRETE CURB AT WEST SIDE.
COORDINATES:
N=1849980.8260
E=6765018.3160
ELEVATION=1011.292'

Underground Service Alert

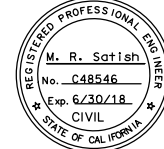


Call: TOLL FREE
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION



M. R. Satish
No. C48546
Exp. 6/30/18
CIVIL
STATE OF CALIFORNIA

PREPARED BY:



9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

CITY ENGINEER
NAME: VICTOR ORTIZ, PE
R.C.E: 73848
EXPIRES: 6/30/17

ACCEPTED: _____ DATE: _____

PLAN NO. **1307-1**

REVISIONS		DATE	APPR.
7 - SP004-C-STREET BUS STOP IMPROVEMENTS CITY OF COLTON			

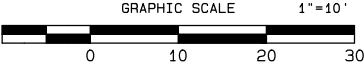
NO.	DATE	BY	DATE
1	06/01/17	VS	

SHEET 7 OF 18



REFERENCE ONLY - NOT FOR CONSTRUCTION

FOUND NAIL BY WILSON COMPANY INCORPORATED ON
END OF ARC RAMP CONCRETE CURB, 17.44'± TO
CENTER OF "O STREET".
COORDINATES:
N=1844844.576
E=6766318.2280
ELEVATION=956.978'



Underground Service Alert

Call: TOLL FREE
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

M. R. Satish
No. C48546
Exp. 6/30/18
CIVIL
STATE OF CALIFORNIA

PREPARED BY:

9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE
R.C.E: 73848
EXPIRES: 6/30/17

ACCEPTED: _____ DATE: _____

PLAN NO. **1307-1**

REVISIONS		DATE	APPR.
8 - SP005-C-SITE	BUS STOP IMPROVEMENTS		
CITY OF COLTON			
NO.:	SCALE		
DATE:	SUBDATE		
SHEET	8 of 18		

GENERAL NOTES:

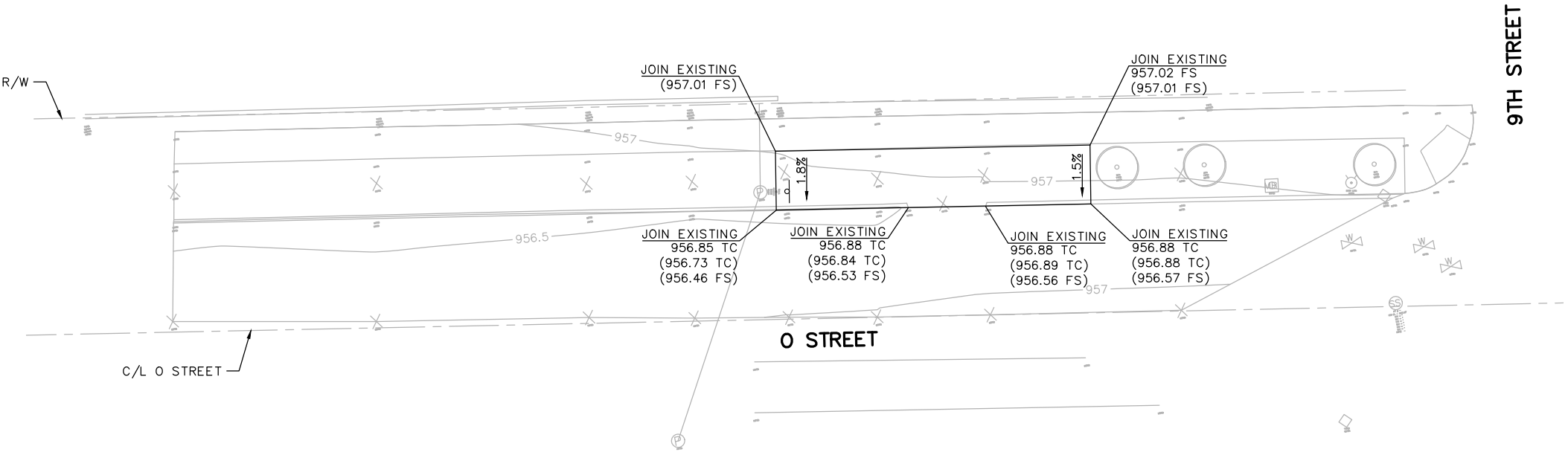
1. REFER TO DRAWING SP009-C FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP010-C AND SP011-C FOR DETAILS.

CONSTRUCTION SYMBOLS:

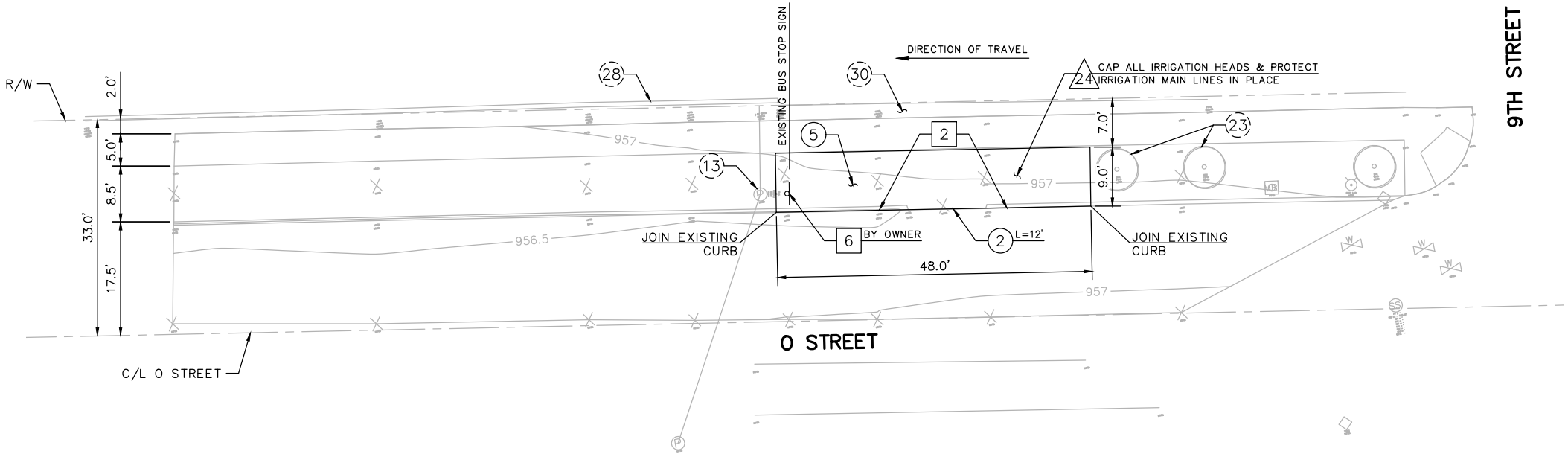
- CONSTRUCT
- PROTECT IN PLACE
- △ REMOVE
- EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

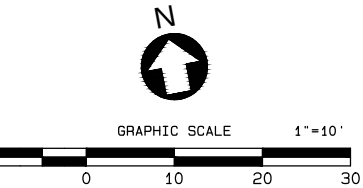
1. CONSTRUCT "AC PAVEMENT OVER "C.A.B. (CLASS II) PER GENERAL NOTE 8
2. CURB & GUTTER PER CITY STANDARD
3. CURB, GUTTER & SIDEWALK PER CITY/COUNTY STD
4. CURB PER CITY STANDARD
5. SIDEWALK PER CITY STANDARD
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23. TREE
24. GRASS
25. TV/ELECTRICAL VAULT
26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING



GRADING @ BUS STOP #5204



CONSTRUCTION @ BUS STOP #5204



FOUND NAIL BY WILSON COMPANY INCORPORATED ON
END OF ARC RAMP CONCRETE CURB, 17.44'± TO
CENTER OF "O STREET".
COORDINATES:
N=1844844.576
E=6766318.2280
ELEVATION=956.978'

Underground Service Alert

Call: TOLL FREE
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER

M. R. Satish

No. C48546

Exp. 6/30/18

CIVIL

STATE OF CALIFORNIA

PREPARED BY:

STV 100 Years

9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON

PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE
R.C.E.: 73848
EXPIRES: 6/30/17

ACCEPTED: _____ DATE: _____

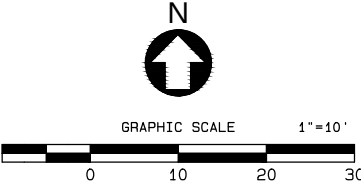
PLAN NO. 1307-1

REVISIONS		DATE	APPR.
1	9 - SP005-C-STREET BUS STOP IMPROVEMENTS CITY OF COLTON		
HOLD:		SCALE	
DATE: SUBDATE			
SHEET 90F 18			



REFERENCE ONLY - NOT FOR CONSTRUCTION

FOUND #4 REBAR WITH TAG RCE BY WILSON COMPANY
INCORPORATED, 343.60'± TO FARTHEST END OF ARC
RAMP CONCRETE CURB, ON CENTER LINE OF SAN
BERNARDINO AVE.
COORDINATES:
N=1851285.3740
E=6753998.80
ELEVATION=1112.151'



Underground Service Alert

Call: TOLL FREE
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER

M. R. Satish

No. C48546

Exp. 6/30/18

CIVIL

STATE OF CALIFORNIA

PREPARED BY:

STV 100 Years

9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON

PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE
R.C.E: 73848

EXPIRES: 6/30/17

ACCEPTED: _____ DATE: _____

PLAN NO. **1307-1**

REVISIONS		DATE	APPR.
10 - SP006-C-SITE	BUS STOP IMPROVEMENTS		
CITY OF COLTON			
NO.:	SCALE		
DATE:	SUBDATE		
SHEET 10 OF 16			

GENERAL NOTES:

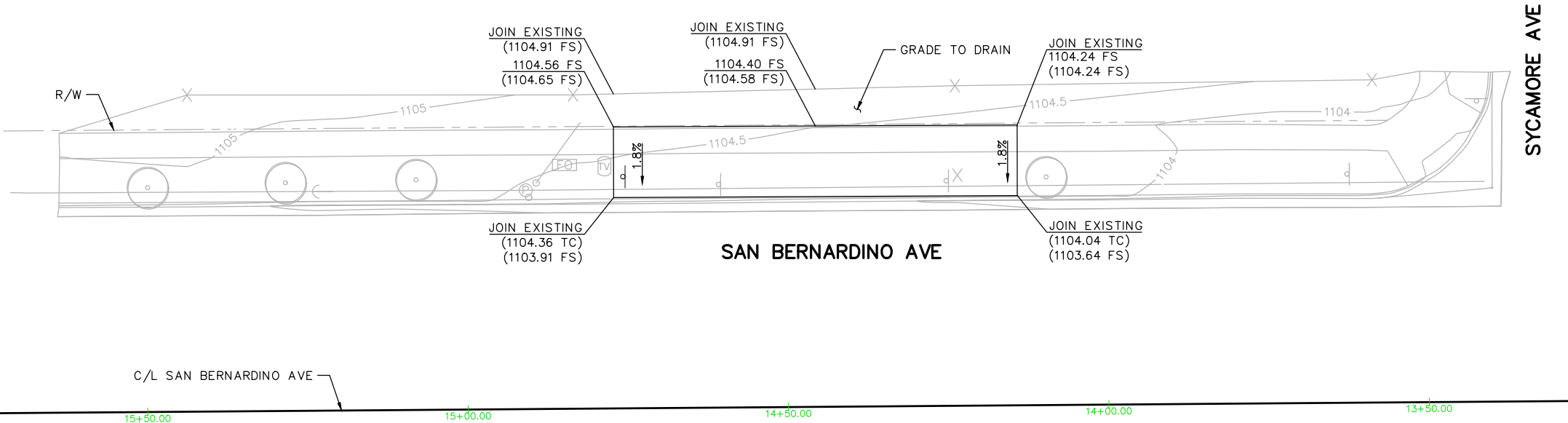
1. REFER TO DRAWING SP009-C FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP010-C AND SP011-C FOR DETAILS.

CONSTRUCTION SYMBOLS:

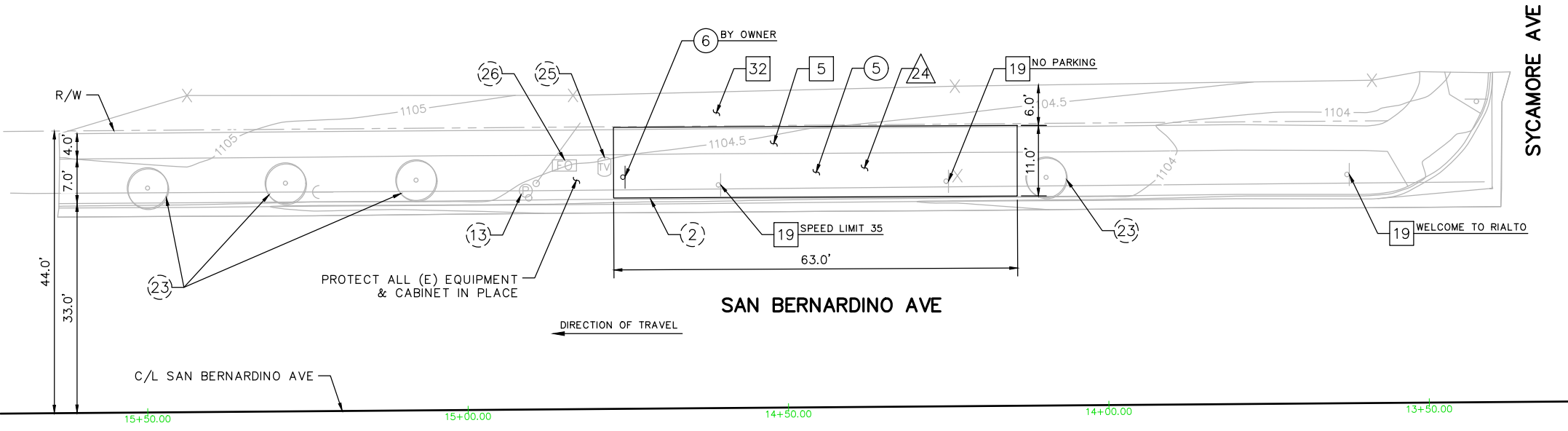
- CONSTRUCT
- PROTECT IN PLACE
- △ REMOVE
- EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

1. CONSTRUCT "AC PAVEMENT OVER "C.A.B. (CLASS II) PER GENERAL NOTE 8
2. CURB & GUTTER PER CITY STANDARD
3. CURB, GUTTER & SIDEWALK PER CITY/COUNTY STD
4. CURB PER CITY STANDARD
5. SIDEWALK PER CITY STANDARD
6. BUS STOP SIGN
7. AC PAVEMENT
8. ELECTRICAL JUNCTION BOX
9. 1'-0" WIDE GROOVES PER CALTRANS STANDARD A88A
10. CONFORM TO EXISTING PAVEMENT
11. GAS METER
12. GAS VALVE
13. STREET LIGHT POLE
14. MAILBOX
15. TRAFFIC SIGNAL CABINET
16. VALVE
17. ELECTRICAL MANHOLE
18. TRAFFIC SIGNAL JUNCTION BOX
19. SIGN
20. WATER METER
21. WATER VALVE
22. ELECTRICAL CABINET/CABLE
23. TREE
24. GRASS
25. TV/ELECTRICAL VAULT
26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING

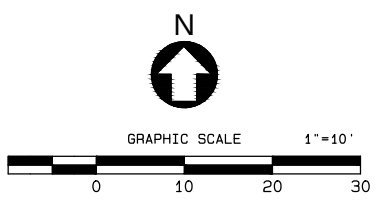


GRADING @ BUS STOP #5219



CONSTRUCTION @ BUS STOP #5219

FOUND #4 REBAR WITH TAG RCE BY WILSON COMPANY INCORPORATED, 343.60'± TO FARTHEST END OF ARC RAMP CONCRETE CURB, ON CENTER LINE OF SAN BERNARDINO AVE. COORDINATES: N=1851285.3740 E=6753998.80 ELEVATION=1112.151'



Underground Service Alert

Call: TOLL FREE 1-800-422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER

M. R. Satish

No. C48546

Exp. 6/30/18

CIVIL

STATE OF CALIFORNIA

PREPARED BY:

STV 100 Years

9130 Anaheim Pl, Suite 210

Rancho Cucamonga, CA 91730-8566

www.stvinc.com

CITY OF COLTON

PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE R.C.E. 73848 EXPIRES: 6/30/17

ACCEPTED: DATE:

PLAN NO. 1307-1

REVISIONS

DATE APPL.

SCALE

11 - SP008-C-STREET BUS STOP IMPROVEMENTS CITY OF COLTON

SHEET 11 OF 18

GENERAL NOTES:

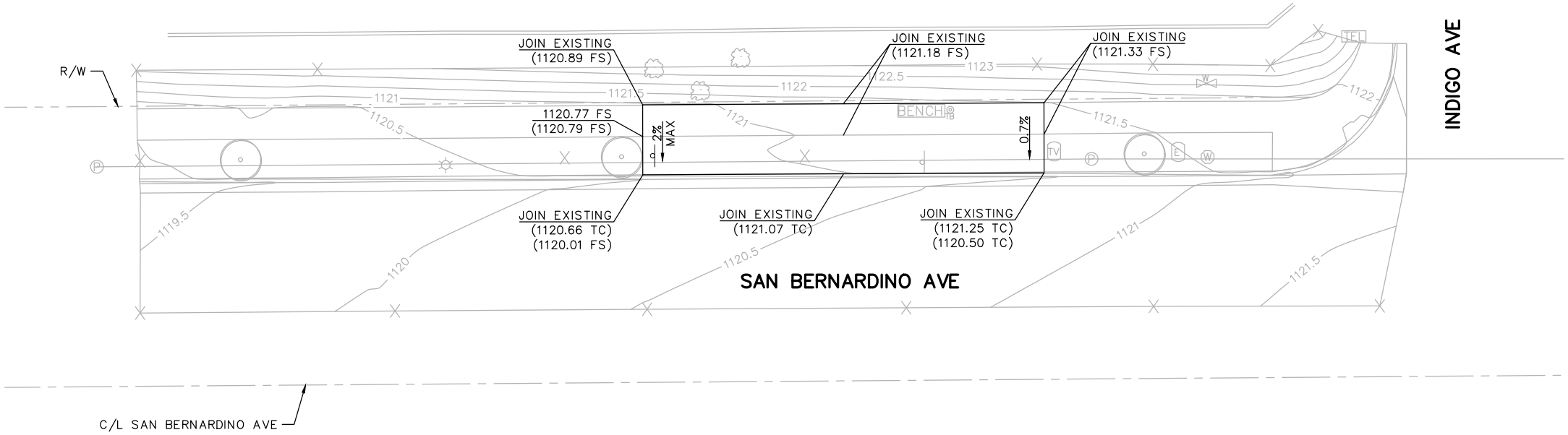
1. REFER TO DRAWING SP009-C FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP010-C AND SP011-C FOR DETAILS.

CONSTRUCTION SYMBOLS:

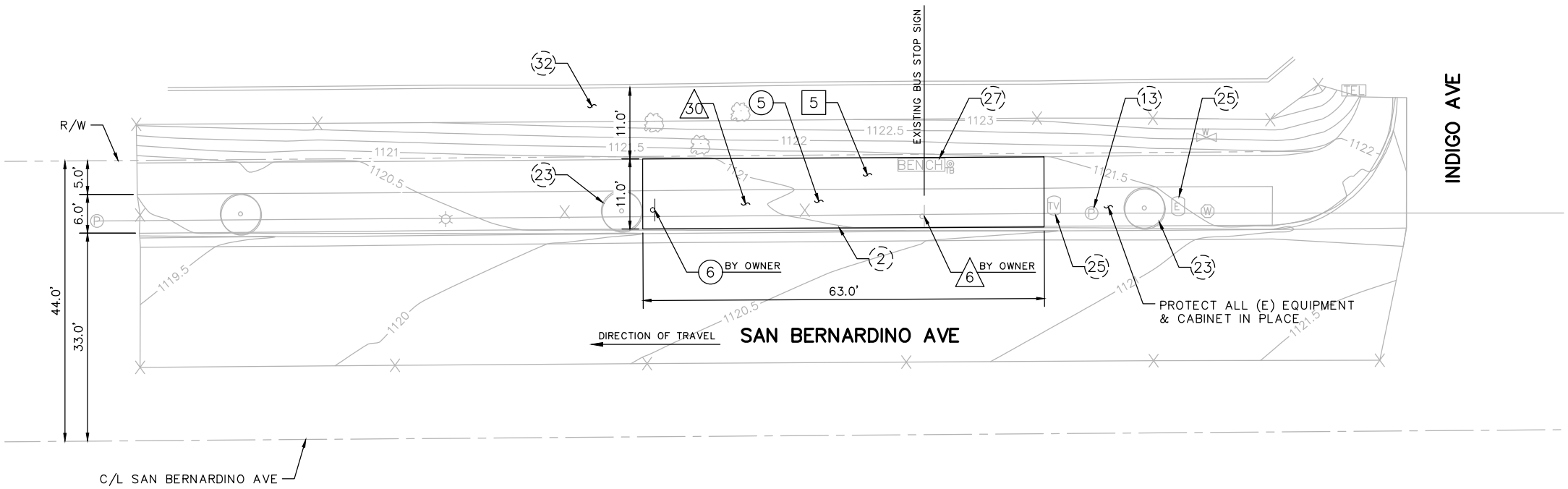
- CONSTRUCT
- ⬢ PROTECT IN PLACE
- △ REMOVE
- ⬢ EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

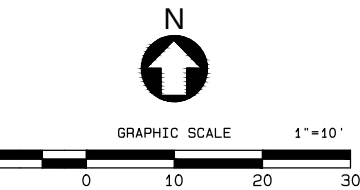
1. CONSTRUCT "AC PAVEMENT OVER "C.A.B. (CLASS II) PER GENERAL NOTE 8
2. CURB & GUTTER PER CITY STANDARD
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26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING



GRADING @ BUS STOP #5218



CONSTRUCTION @ BUS STOP #5218



SET NAIL CONTROL POINT BY WILSON COMPANY
INCORPORATED, 43.29'± TO CENTER LINE OF SAN
BERNARDINO AVE.
COORDINATES:
N=1851248.0620
E=6754764.1520
ELEVATION=1120.323'

Underground Service Alert

Call: TOLL FREE
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER

M. R. Satish

No. C48546

Exp. 6/30/18

CIVIL

STATE OF CALIFORNIA

PREPARED BY:

STV 100 Years

9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

CITY OF COLTON

PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE R.C.E: 73848 EXPIRES: 6/30/17

ACCEPTED: DATE:

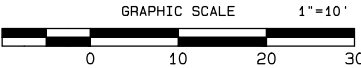
PLAN NO. 1307-1

REVISIONS		DATE	APPR.
13 - SP007-C-STREET BUS STOP IMPROVEMENTS CITY OF COLTON			
HOLD:		SCALE	
NEXT:		DATE: SUBDATE	
		SHEET 13 OF 18	



REFERENCE ONLY - NOT FOR CONSTRUCTION

FOUND 1" PIPE BY WILSON COMPANY INCORPORATED
ON CENTER LINE OF SAN BERNARDINO AVE,
62.58'± FROM FARTHEST POINT OF CURB RAMP ON
NORTH SIDE.
COORDINATES:
N=1851303.9950
E=6756314.1290
ELEVATION=1100.255'



Underground Service Alert

Call: TOLL FREE
1-800
422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER

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CITY OF COLTON

PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE EXPIRES: 6/30/17
R.C.E.: 73848

ACCEPTED: DATE:

PLAN NO. **1307-1**

REVISIONS		DATE	APPR.
14 - SP008-C-SITE	BUS STOP IMPROVEMENTS		
CITY OF COLTON			
NO.:	SCALE		
DATE:	SUBDATE		
SHEET 14 OF 18			

GENERAL NOTES:

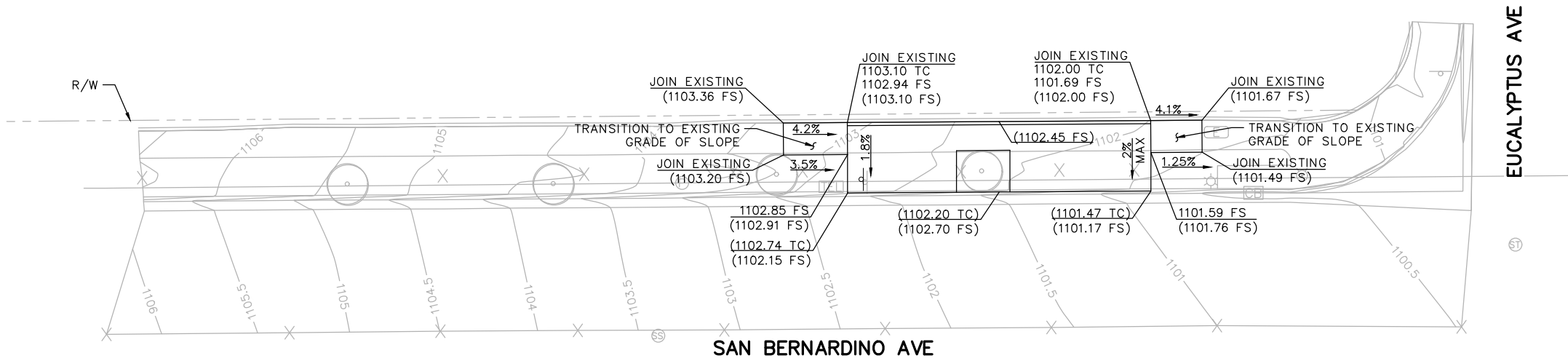
1. REFER TO DRAWING SP009-C FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP010-C AND SP011-C FOR DETAILS.

CONSTRUCTION SYMBOLS:

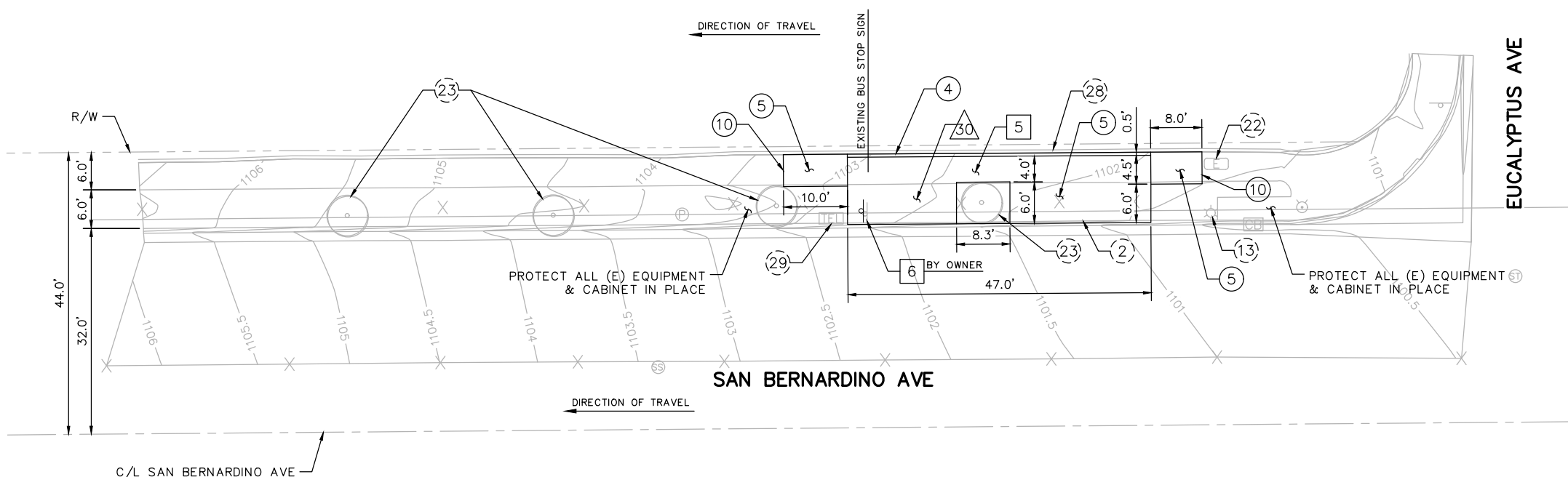
- CONSTRUCT
- PROTECT IN PLACE
- △ REMOVE
- EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

1. CONSTRUCT 1" AC PAVEMENT OVER 1" C.A.B. (CLASS II) PER GENERAL NOTE 8
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32. LANDSCAPING

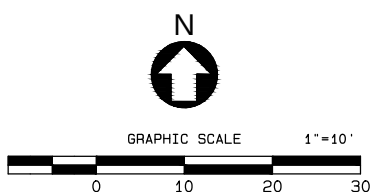


GRADING @ BUS STOP #5217



CONSTRUCTION @ BUS STOP #5217

FOUND 1" PIPE BY WILSON COMPANY
INCORPORATED ON CENTER LINE OF SAN
BERNARDINO AVE, 62.58'± FROM FARTHEST
POINT OF CURB RAMP ON NORTH SITE.
COORDINATES:
N=1851303.9950
E=6756314.1290
ELEVATION=1100.255'



Underground Service Alert

Call: TOLL FREE 1-800-422-4133

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SEE ABOVE FOR INFORMATION

REGISTERED PROFESSIONAL ENGINEER

M. R. Satish

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Exp. 6/30/18

CIVIL

STATE OF CALIFORNIA

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CITY OF COLTON

PUBLIC WORKS DEPARTMENT

CITY ENGINEER

NAME: VICTOR ORTIZ, PE R.C.E. 73848 EXPIRES: 6/30/17

ACCEPTED: DATE:

PLAN NO. 1307-1

REVISIONS

DATE APPL.

SCALE

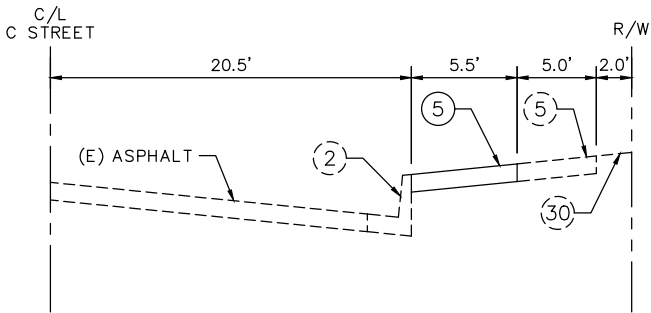
15 - SP008-C-STREET
BUS STOP IMPROVEMENTS
CITY OF COLTON

NO. DATE SUBDATE

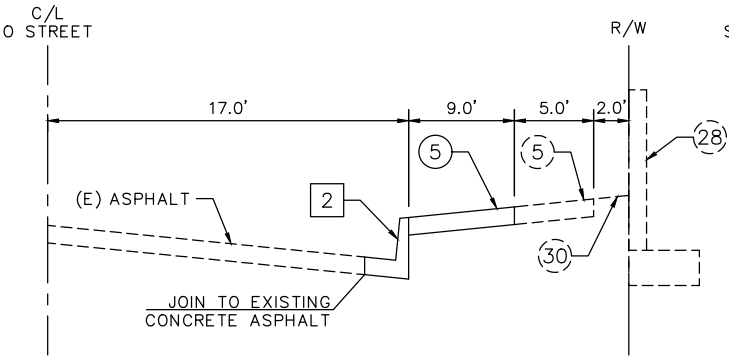
SHEET 15 OF 18

GENERAL NOTES:

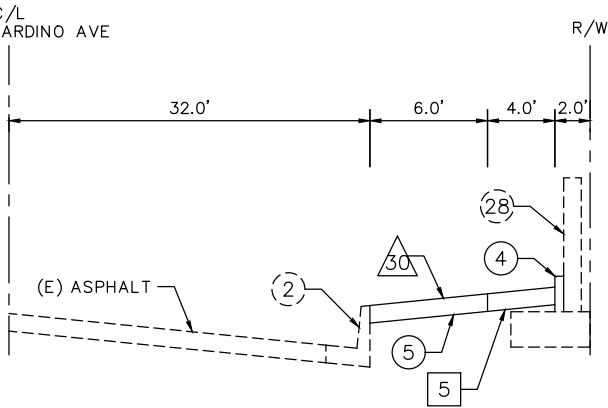
1. REFER TO DRAWINGS SP010-C AND SP011-C FOR DETAILS.
2. ALL SECTIONS ON THIS DRAWING ARE NOT TO SCALE.



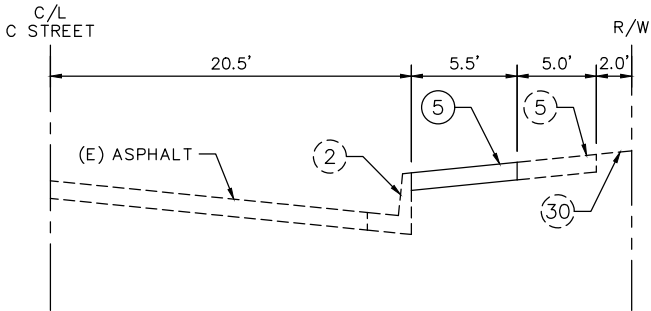
SECTION @ BUS STOP #7718



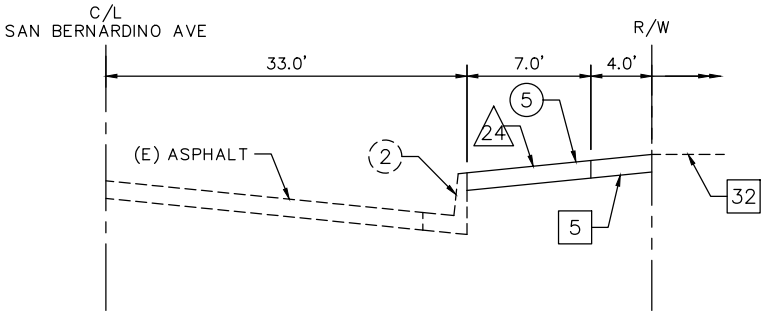
SECTION @ BUS STOP #5204



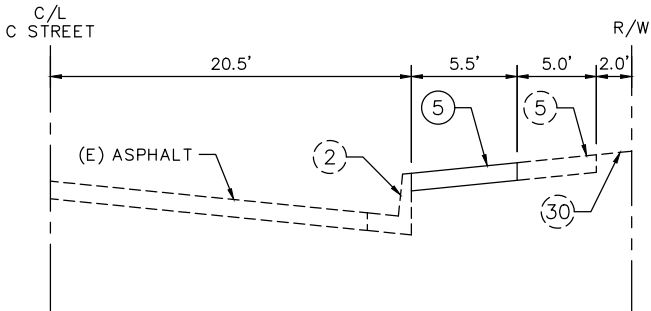
SECTION @ BUS STOP #5217



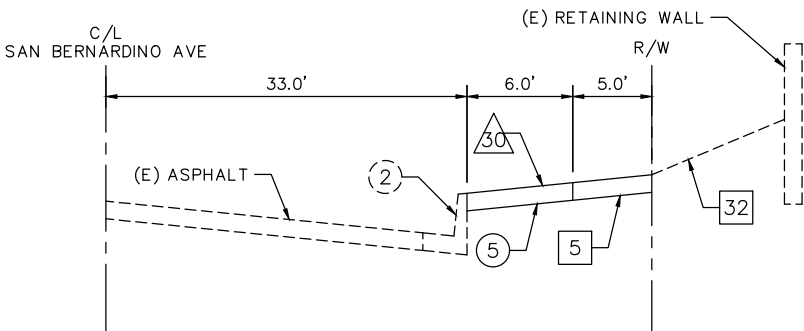
SECTION @ BUS STOP #5334



SECTION @ BUS STOP #5219



SECTION @ BUS STOP #5282



SECTION @ BUS STOP #5218

CONSTRUCTION SYMBOLS:

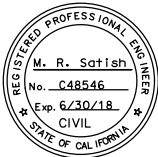
- CONSTRUCT ○ PROTECT IN PLACE
- △ REMOVE □ EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

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27. BENCH
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29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING



BENCHMARK



PREPARED BY:

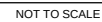


CITY OF COLTON
PUBLIC WORKS DEPARTMENT

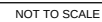
CITY ENGINEER
NAME: VICTOR ORTIZ, PE
R.C.E: 73848
EXPIRES: 6/30/17
ACCEPTED: _____ DATE: _____
PLAN NO. 1307-1

16 - SP009-C-SECTIONS
BUS STOP IMPROVEMENTS
CITY OF COLTON

REVISIONS
DATE
APPL.
SCALE
SHEET 16 OF 16



1. PROVIDE 1/2" PREMOLDED EXPANSION JOINT FILLER MATERIAL AT ALL INTERSECTIONS AND AT THE END OF EACH PLACEMENT.

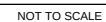


1. SEE CONCRETE PAVEMENT JOINTS DETAIL.



NOT TO SCALE

1. SEE CONCRETE PAVEMENT DETAIL.



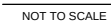
1. PROVIDE 1/2" PREMOLDED EXPANSION JOINT FILLER MATERIAL AT ALL INTERSECTIONS AND AT THE END OF EACH PLACEMENT.



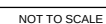
1. CONCRETE SIDEWALK WITH CROSS SLOPE SHOWN. SIDEWALK MAY ALSO HAVE CENTER CROWN. SEE GRADING AND DRAINAGE PLAN.
2. SEE CONCRETE SIDEWALK JOINTS DETAIL.



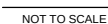
1. PROVIDE TRANSVERSE GROOVE JOINTS AT 5'-0" CENTER TO CENTER (MAX) AND EXPANSION JOINTS AT 20'-0" CENTER TO CENTER (MAX).
2. SEE CONCRETE SIDEWALK DETAIL.



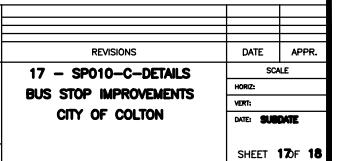
1. DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOWNS WITH A NOMINAL DIAMETER OF 0.9 INCH, A NOMINAL HEIGHT OF 0.2 INCH AND A CENTER TO CENTER SPACING OF 2.35 INCHES AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.
2. SEE CONCRETE SIDEWALK DETAIL.
3. SEE CONCRETE CURB DETAIL.

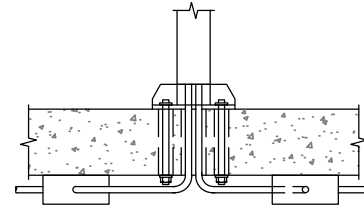


1. DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A NOMINAL DIAMETER OF 0.9 INCH, A NOMINAL HEIGHT OF 0.2 INCH AND A CENTER TO CENTER SPACING OF 2.35 INCHES AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.
2. SEE CONCRETE SIDEWALK DETAIL.
3. SEE CONCRETE CURB DETAIL.



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2. SEE CONCRETE SIDEWALK DETAIL.
3. SEE CONCRETE CURB DETAIL.





LIGHTING POST BASE

NOT TO SCALE

POLE FOUNDATION SCHEDULE				
POLE DESIGNATION	POLE HEIGHT	DIMENSION 'A'	DIMENSION 'B'	DIMENSION 'C'
	18'-0" OR LESS	1'-6"	5'-0"	6" *
	20'-0"	1'-6"	6'-0"	6" *
	25'-0"	1'-6"	6'-0"	6" *
	30'-0"	2'-0"	6'-0"	6" *
	35'-0"	2'-0"	7'-0"	6" *
	40'-0"	2'-0"	7'-0"	6" *
	45'-0"	2'-0"	7'-0"	6" *

* - 6" EXCEPT 2'-6" IN PAVED VEHICULAR TRAFFIC AREAS

LIGHTING POLE BASE

NOT TO SCALE

STREET IMPROVEMENT GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THIS PLAN AND COMPLY WITH THE LATEST SAN BERNARDINO COUNTY AND DESIGN STANDARDS MANUAL AS WELL AS THE SAN BERNARDINO COUNTY STANDARDS AND SPECIFICATIONS.
2. COMPACTION TESTS OF EMBANKMENT CONSTRUCTION, TRENCH BACKFILL, COMPACTING ORIGINAL GROUND, ALL SUBGRADES SHALL BE PERFORMED AT NO COSTS TO SAN BERNARDINO COUNTY. A WRITTEN REPORT WITH THESE COMPACTION TESTS SHALL BE SUBMITTED TO THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS, PERMITS/OPERATION SUPPORT DIVISION, TRANSPORTATION PERMIT SECTION FOR APPROVAL PRIOR TO PLACEMENT OF BASE MATERIALS AND/OR SURFACING.
3. FILL AND GRADE TO DRAIN ALL LOW AREAS ABUTTING TRACT ROADS TO A MINIMUM OF 1% GRADES.
4. IMMEDIATELY FOLLOWING REMOVAL OF EXISTING PAVEMENT OR DIKE OR CURB AND/OR GUTTER, THE CONTRACTOR SHALL DILIGENTLY PURSUE THIS PORTION OF WORK UNTIL COMPLETION.
5. CURB AND GUTTER, CROSS GUTTER AND SPANDRELS SHALL BE SO CONSTRUCTED THAT A MINIMUM OF PONDING OCCURS; SECTIONS HAVING GRADIENTS OF 0.5% OR FLATTER SHALL BE WATER TESTED IN THE PRESENCE OF THE INSPECTOR IMMEDIATELY PRIOR TO ACCEPTANCE. SECTIONS WHICH HAVE WATER PONDING MORE THAN 6" WIDE OR MORE THAN 4' LONG SHALL BE SAW-CUT AND REMOVED IN LENGTHS NOT LESS THAN 4' AND REPLACED TO REDUCE PONDING TO THE MAXIMUM SPECIFIED.
6. IF DURING CONSTRUCTION, GROUND WATER IS ENCOUNTERED, A SYSTEM APPROVED BY THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS SHALL BE INSTALLED TO DEWATER SAID AREA AT THE DIRECTION OF THE SOILS ENGINEER.
7. THE PRIVATE ENGINEER IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF WORK HEREON. IN THE EVENT OF DISCREPANCIES ARISING DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISE THE PLAN FOR APPROVAL BY THE COUNTY OF SAN BERNARDINO.

TRAFFIC CONTROL GENERAL NOTES

- 1: ALL SIGNING, STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CALIFORNIA MUTCD LATEST EDITION.
- 2: ALL STRIPING AND PAVEMENT MARKINGS SHALL BE PAINTED IN CONFORMANCE WITH THE CALTRANS STANDARD PLANS LATEST EDITION.
- 3: ALL STRIPING (LONG LINE) AND PAVEMENT MARKINGS SHALL BE RETROREFLECTIVE PAINT.
- 4: ALL CONFLICTING SIGNS SHALL BE REMOVED, RELOCATED, OR COVERED BY THE CONTRACTOR. RELOCATABLE SIGNS SHALL BE INSTALLED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY COUNTY REPRESENTATIVE.
- 5: ALL EXISTING SIGNING, STRIPING AND PAVEMENT MARKINGS (I.E. CROSS STREET STOP, STOP LIMIT LINE, AND CROSSWALK PAVEMENT MARKINGS) NOT SHOWN ON PLANS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CALIFORNIA MUTCD LATEST EDITION.
- 6: THE CONTRACTOR SHALL NOTIFY COUNTY REPRESENTATIVE TO SCHEDULE A FINAL REVIEW (WALK THROUGH) WITH TRAFFIC DIVISION PERSONNEL FOR APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.

NOTICE TO CONTRACTORS

CALIFORNIA COUNCIL OF CIVIL ENGINEERS AND LAND SURVEYORS

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ALL CONTRACTOR AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL REGULATIONS "CONSTRUCTION SAFETY ORDERS". THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR

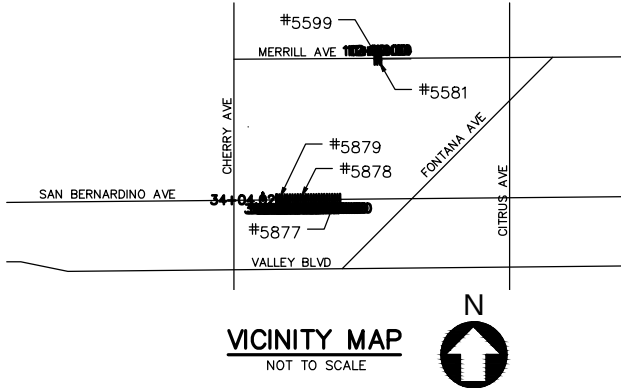
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE DRAWINGS.

THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HERON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY OF SAN BERNARDINO, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-422-4133 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

COUNTY OF SAN BERNARDINO
BUS STOP IMPROVEMENTS



SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	SITE PLAN : SAN BERNARDINO AVE : BUS STOP 5877
3	STREET IMPROVEMENT PLAN : SAN BERNARDINO AVE : BUS STOP 5877
4	SITE PLAN : SAN BERNARDINO AVE : BUS STOP 5878
5	STREET IMPROVEMENT PLAN : SAN BERNARDINO AVE : BUS STOP 5878
6	SITE PLAN : SAN BERNARDINO AVE : BUS STOP 5879
7	STREET IMPROVEMENT PLAN : SAN BERNARDINO AVE : BUS STOP 5879
8	SITE PLAN : MERRILL AVE : BUS STOP 5599
9	STREET IMPROVEMENT PLAN : MERRILL AVE : BUS STOP 5599
10	SITE PLAN : MERRILL AVE : BUS STOP 5581
11	STREET IMPROVEMENT PLAN : MERRILL AVE : BUS STOP 5581
12	SECTIONS

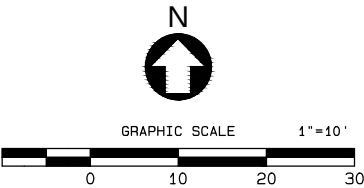
 Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK	PREPARED BY: 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	DESIGNED BY R. NAFAR		MARK	REVISIONS	APPR DATE	COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS		BUS STOP IMPROVEMENTS	ROAD NO. 725400020
			DRAWN BY R. NAFAR					ENGINEER, TRAFFIC DIVISION	RECOMMENDED BY:	TITLE SHEET COUNTY OF SAN BERNARDINO ----	FILE NO. SP001-SB-COVER.DWG
			CHECKED BY J. DAVIDSON						APPROVED BY:		
			IN CHARGE M. SATISH					TRAFFIC DIVISION CHIEF	PERMIT ENGINEER	SHEET 1 OF 12	

Jun 19, 2017 -- 5:15pm \\atvgroup.stvinc.com\33\DPWA\GIS\Projects\4017599\4017599_0004\90_CAD_Models and Sheets\04_C_Civil\SHA\County of San Bernardino\SP001-SB-COVER.dwg

PRELIMINARY - NOT FOR CONSTRUCTION



REFERENCE ONLY - NOT FOR CONSTRUCTION



 Underground Service Alert Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK FOUND PK NAIL WITH WASHER BY WILSON COMPANY INCORPORATED, 34"± TO CENTER LINE OF SAN BERNARDINO AVE, 11.92'± FROM FARTHEST END POINT OF EAST SIDE OF CONCRETE CURB. COORDINATES: N=1851016.331 E=6720433.379 ELEVATION=1102.293'	PREPARED BY: 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	DESIGNED BY R. NAFAR DRAWN BY R. NAFAR CHECKED BY J. DAVIDSON IN CHARGE M. SATISH DATE 1/10/2017		<table><thead><tr><th>MARK</th><th>REVISIONS</th><th>APPR</th><th>DATE</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>	MARK	REVISIONS	APPR	DATE																					COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS <table><tr><td>ENGINEER, TRAFFIC DIVISION</td><td>DATE</td><td>RECOMMENDED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td>TRAFFIC DIVISION CHIEF</td><td>DATE</td><td>APPROVED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td>PERMIT ENGINEER</td></tr><tr><td> </td><td> </td><td>DATE</td></tr></table>	ENGINEER, TRAFFIC DIVISION	DATE	RECOMMENDED BY:				TRAFFIC DIVISION CHIEF	DATE	APPROVED BY:						PERMIT ENGINEER			DATE	BUS STOP IMPROVEMENTS SAN BERNARDINO AVE SITE PLAN BUS STOP 5877	ROAD NO. 725400020 FILE NO. SP002-SB-SITE.DWG SHEET 2 OF 12
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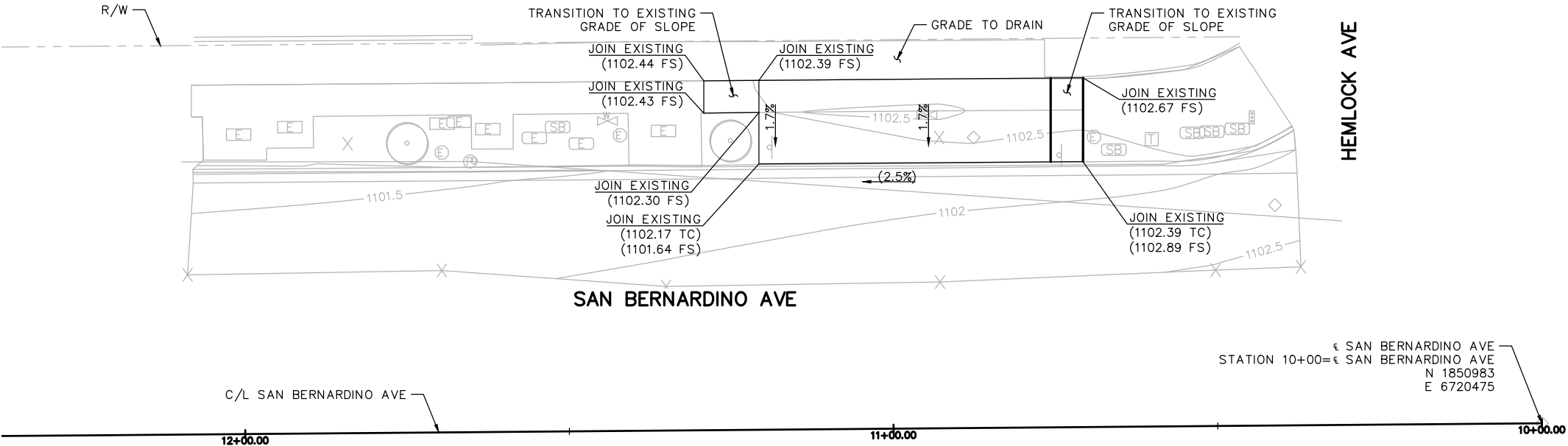
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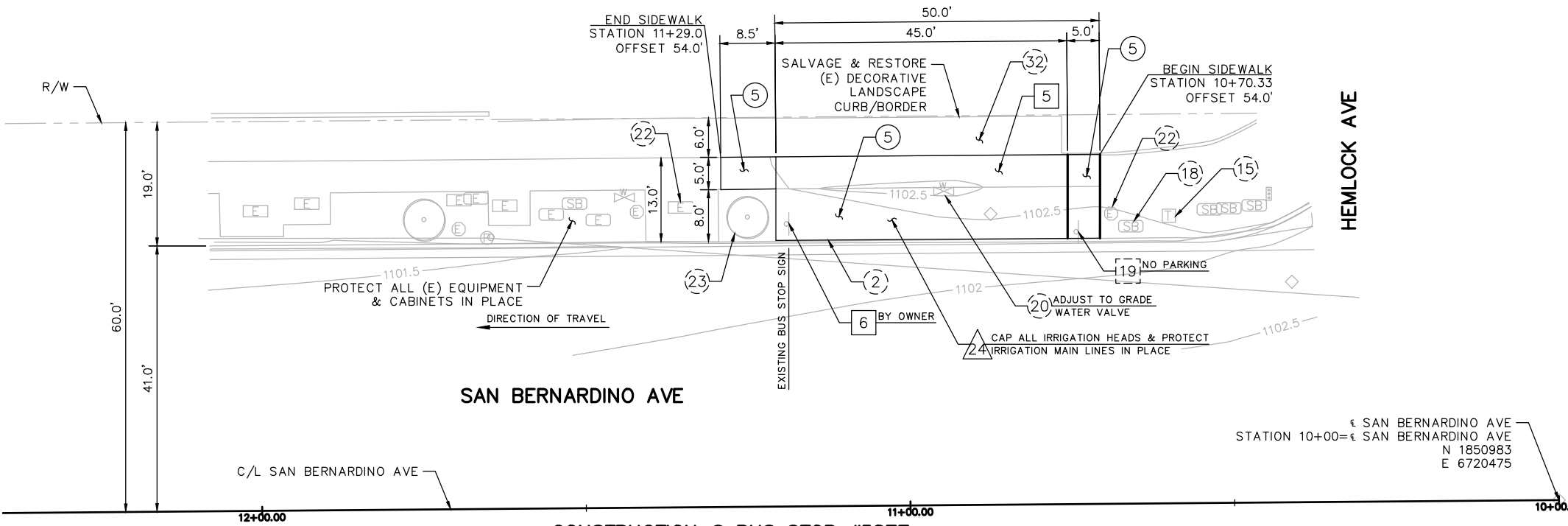
- CONSTRUCT ○ PROTECT IN PLACE
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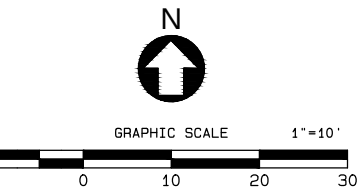
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- SIDEWALK PER SAN BERNARDINO COUNTY STANDARD 109
- BUS STOP SIGN
- ADA RAMP AND SIDEWALK PER SAN BERNARDINO COUNTY STD 110
- ELECTRICAL JUNCTION BOX
- 1'-0" WIDE GROOVES PER CALTRANS STANDARD A88A
- CONFORM TO EXISTING PAVEMENT
- GAS METER
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- LANDSCAPING
- DRIVEWAY



GRADING @ BUS STOP #5877



CONSTRUCTION @ BUS STOP #5877



Underground Service Alert Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK FOUND PK NAIL WITH WASHER BY WILSON COMPANY INCORPORATED, 34"± TO CENTER LINE OF SAN BERNARDINO AVE, 11.92'± FROM FARTHEST END POINT OF EAST SIDE OF CONCRETE CURB. COORDINATES: N=1851016.331 E=6720433.379 ELEVATION=1102.293'	PREPARED BY: 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON IN CHARGE: M. SATISH DATE: 1/10/2017	 MARK	<table><thead><tr><th>REVISIONS</th><th>APPROVED BY</th><th>DATE</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	REVISIONS	APPROVED BY	DATE																												COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS <table><tr><td>ENGINEER, TRAFFIC DIVISION</td><td>DATE</td><td>RECOMMENDED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td>TRAFFIC DIVISION CHIEF</td><td>DATE</td><td>PERMIT ENGINEER</td></tr><tr><td> </td><td> </td><td> </td></tr></table>	ENGINEER, TRAFFIC DIVISION	DATE	RECOMMENDED BY:				TRAFFIC DIVISION CHIEF	DATE	PERMIT ENGINEER				BUS STOP IMPROVEMENTS SAN BERNARDINO AVE STREET IMPROVEMENT PLAN BUS STOP 5877	ROAD NO. 725400020 FILE NO. SP002-SB-STREET.DWG SHEET 3 OF 12
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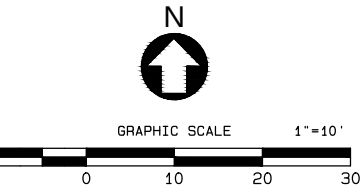
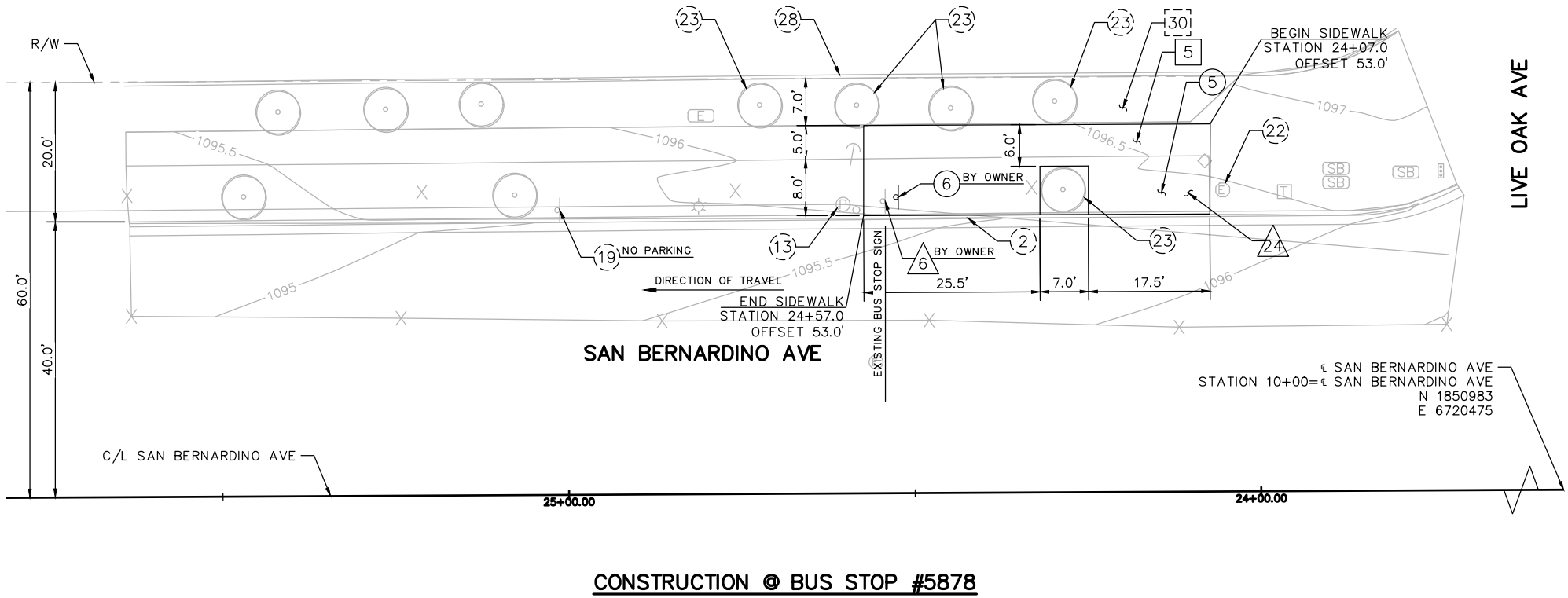
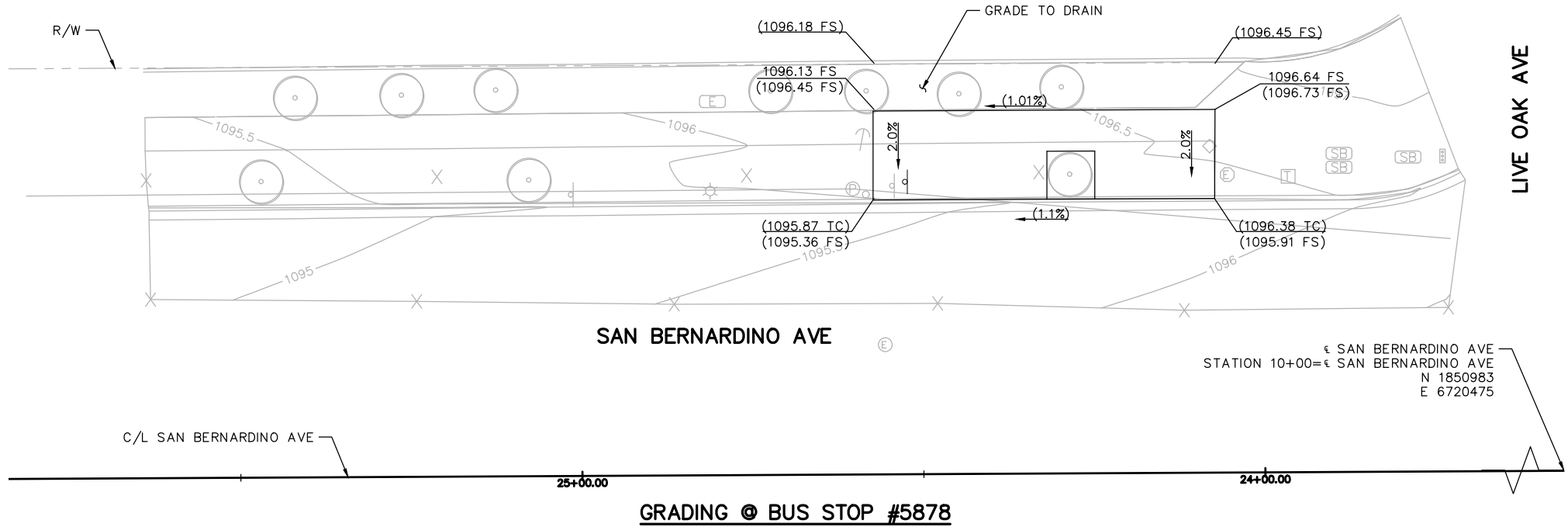
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- LANDSCAPING
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 Underground Service Alert Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK FOUND 1" PIPE WITH TAG SB COUNTY BY WILSON COMPANY INCORPORATED, ON CENTER LINE OF SAN BERNARDINO AVE, 66.59'± FROM FARTHEST END POINT OF EAST SIDE OF CONCRETE CURB. COORDINATES: N=1850971.71 E=6719153.560 ELEVATION=1097.14'	PREPARED BY:  9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON IN CHARGE: M. SATISH DATE: 1/10/2017		<table><tr><th>MARK</th><th>REVISIONS</th><th>APPROX. DATE</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	MARK	REVISIONS	APPROX. DATE																												COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS <table><tr><td>ENGINEER, TRAFFIC DIVISION</td><td>DATE</td><td>RECOMMENDED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td>TRAFFIC DIVISION CHIEF</td><td>DATE</td><td>APPROVED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td>PERMIT ENGINEER</td></tr><tr><td> </td><td> </td><td> </td></tr></table>	ENGINEER, TRAFFIC DIVISION	DATE	RECOMMENDED BY:				TRAFFIC DIVISION CHIEF	DATE	APPROVED BY:						PERMIT ENGINEER				BUS STOP IMPROVEMENTS SAN BERNARDINO AVE STREET IMPROVEMENT PLAN BUS STOP 5878	ROAD NO. 725400020 FILE NO. SP003-SB-STREET.DWG SHEET 5 OF 12
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 Underground Service Alert Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK SET NAIL CONTROL POINT BY WILSON COMPANY INCORPORATED, 33.78'± FROM CENTER LINE OF SAN BERNARDINO AVE, 109.85'± FROM FARTHEST END POINT OF WEST SIDE OF CONCRETE CURB. COORDINATES: N=1850932.7150 E=6718167.6880 ELEVATION=1089.273'	PREPARED BY: 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	DESIGNED BY R. NAFAR DRAWN BY R. NAFAR CHECKED BY J. DAVIDSON IN CHARGE M. SATISH DATE 1/10/2017		<table><tr><th>MARK</th><th>REVISIONS</th><th>APPR</th><th>DATE</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	MARK	REVISIONS	APPR	DATE																													COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS <table><tr><td>ENGINEER, TRAFFIC DIVISION</td><td>DATE</td><td>RECOMMENDED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td>TRAFFIC DIVISION CHIEF</td><td>DATE</td><td>APPROVED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td>PERMIT ENGINEER</td></tr><tr><td> </td><td> </td><td>DATE</td></tr></table>	ENGINEER, TRAFFIC DIVISION	DATE	RECOMMENDED BY:				TRAFFIC DIVISION CHIEF	DATE	APPROVED BY:						PERMIT ENGINEER			DATE	BUS STOP IMPROVEMENTS SAN BERNARDINO AVE SITE PLAN BUS STOP 5879	ROAD NO. 725400020 FILE NO. SP004-SB-SITE.DWG SHEET 6 OF 12
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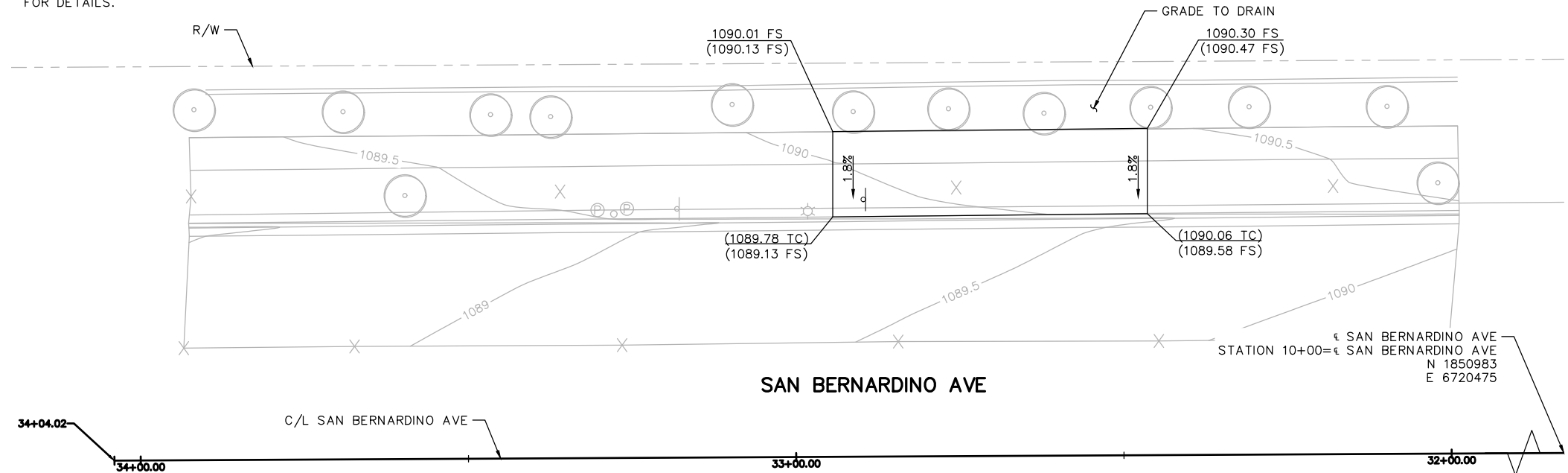
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2. REFER TO DRAWINGS SP008-SB AND SP009-SB FOR DETAILS.

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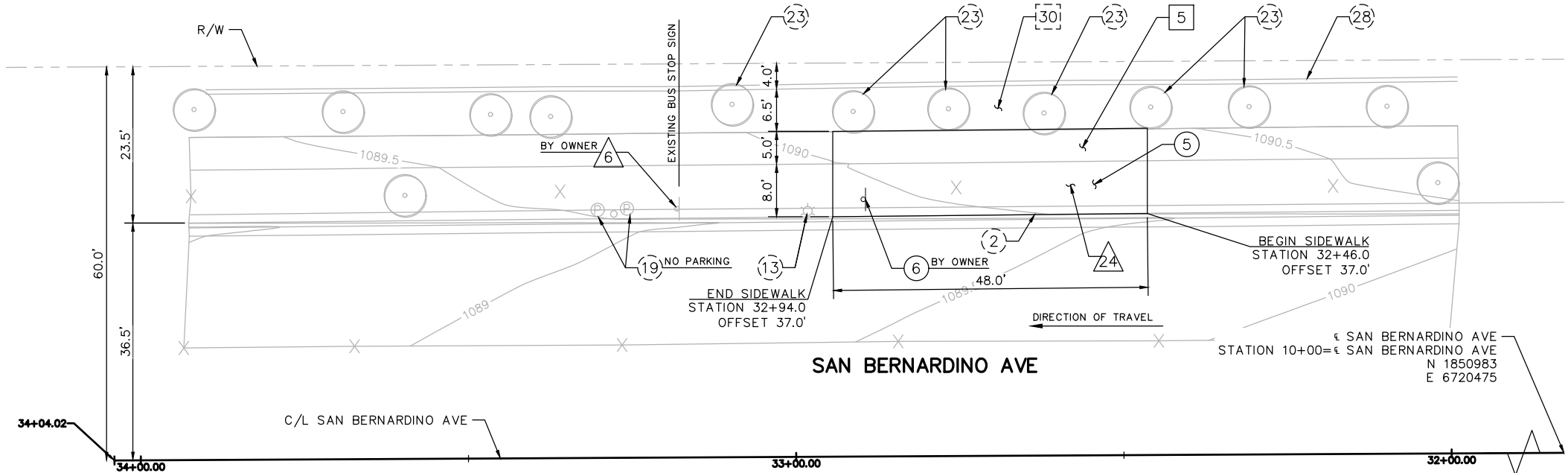
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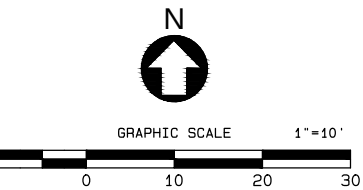
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29. TELEPHONE PEDESTAL
30. DIRT
31. 6" MINIMUM, CLASS B CONCRETE BUS PAD
32. LANDSCAPING
33. DRIVEWAY



GRADING @ BUS STOP #5879



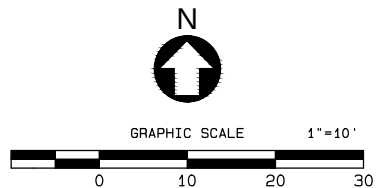
CONSTRUCTION @ BUS STOP #5879



Underground Service Alert Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK SET NAIL CONTROL POINT BY WILSON COMPANY INCORPORATED, 33.78'± FROM CENTER LINE OF SAN BERNARDINO AVE, 109.85'± FROM FARTHEST END POINT OF WEST SIDE OF CONCRETE CURB. COORDINATES: N=1850932.7150 E=6718167.6880 ELEVATION=1089.273'	PREPARED BY: 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON IN CHARGE: M. SATISH DATE: 1/10/2017		<table><tr><th>MARK</th><th>REVISIONS</th><th>APPROX. DATE</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	MARK	REVISIONS	APPROX. DATE																COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS <table><tr><td>ENGINEER, TRAFFIC DIVISION</td><td>DATE</td><td>RECOMMENDED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td>TRAFFIC DIVISION CHIEF</td><td>DATE</td><td>APPROVED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td>PERMIT ENGINEER</td></tr><tr><td> </td><td> </td><td>DATE</td></tr></table>	ENGINEER, TRAFFIC DIVISION	DATE	RECOMMENDED BY:				TRAFFIC DIVISION CHIEF	DATE	APPROVED BY:						PERMIT ENGINEER			DATE	BUS STOP IMPROVEMENTS SAN BERNARDINO AVE STREET IMPROVEMENT PLAN BUS STOP 5879	ROAD NO. 725400020 FILE NO. SP004-SB-STREET.DWG SHEET 7 OF 12
MARK	REVISIONS	APPROX. DATE																																										
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GENERAL NOTES:

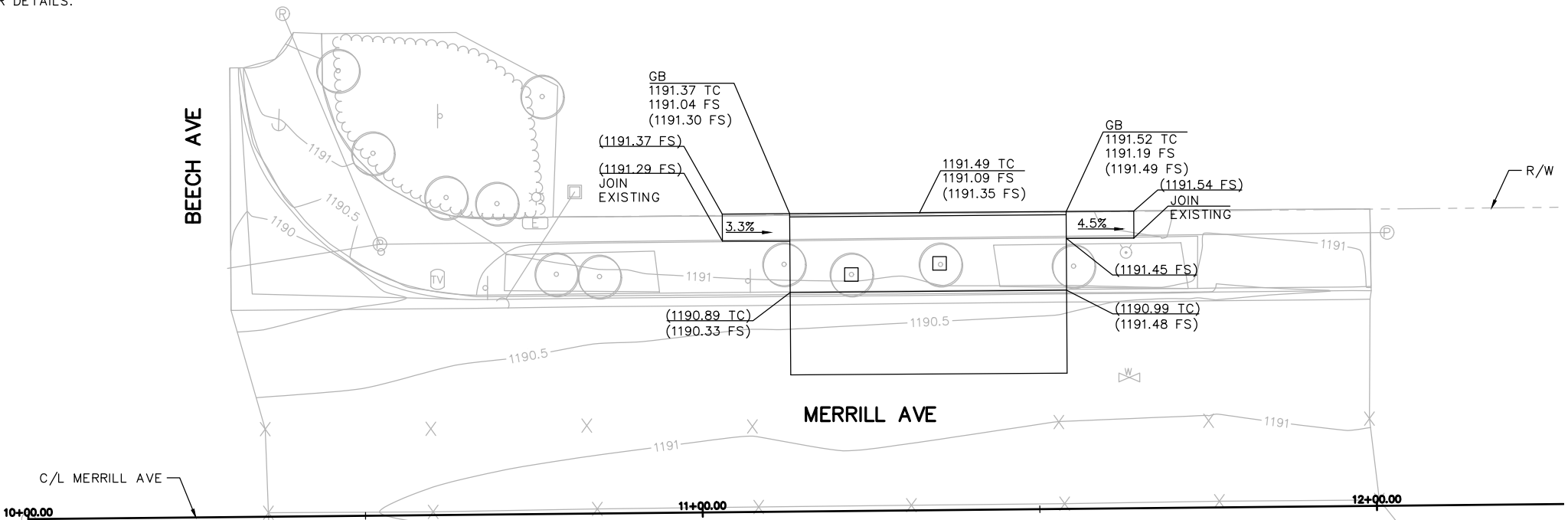
1. REFER TO DRAWING SP007-SB FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP008-SB AND SP009-SB FOR DETAILS.

CONSTRUCTION SYMBOLS:

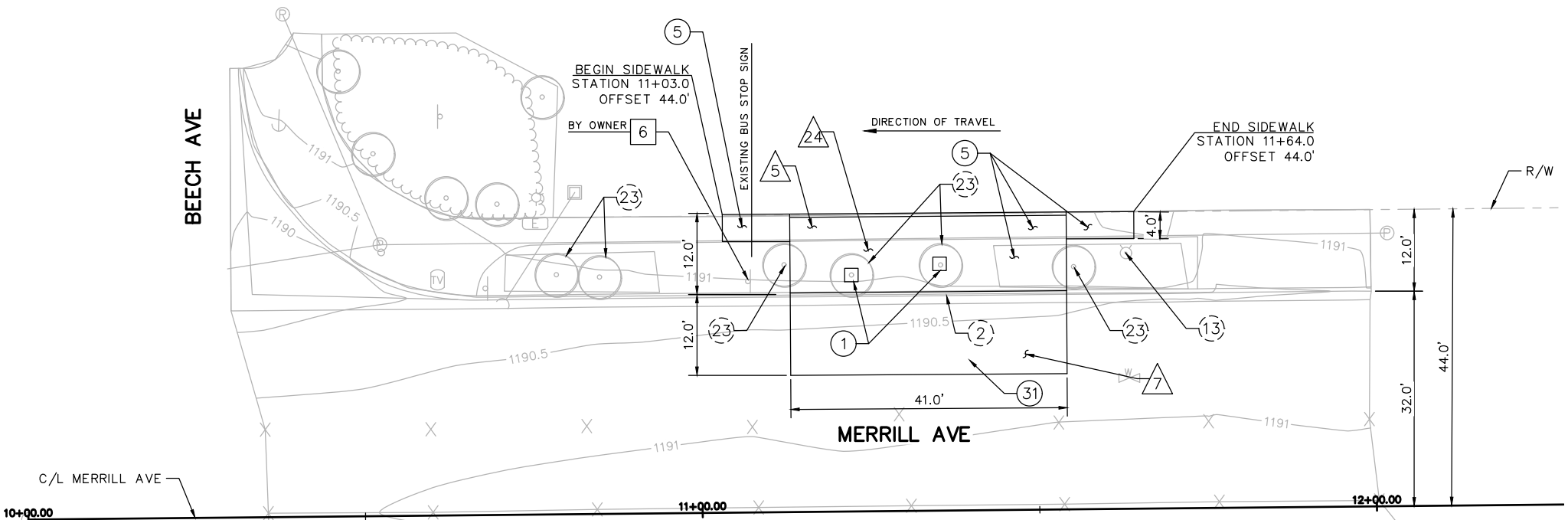
- CONSTRUCT
- PROTECT IN PLACE
- △ REMOVE
- EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

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32. LANDSCAPING
33. DRIVEWAY



GRADING @ BUS STOP #5599



CONSTRUCTION @ BUS STOP #5599

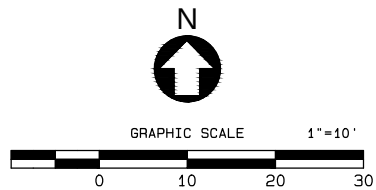
Jun 19, 2017 - 5:18pm \\slvgroup.stvinc.com\3\DPMA\Vol3\Projects\4017599\0004\90_CAD_Models and Sheets\04_Civil\SHA\County of San Bernardino\SP005-SB-STREET.dwg

Underground Service Alert Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK FOUND 1" PIPE BY WILSON COMPANY INCORPORATED, ON CENTER LINE OF MERRILL AVE, 73.80'± FROM FARTHEST END POINT OF WEST SIDE OF CONCRETE CURB. COORDINATES: N=1856288.3280 E=6721781.5240 ELEVATION=1190.454'	PREPARED BY: 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON IN CHARGE: M. SATISH DATE: 1/10/2017		<table><thead><tr><th>MARK</th><th>REVISIONS</th><th>APPR</th><th>DATE</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>	MARK	REVISIONS	APPR	DATE																																									COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS <table><tr><td>ENGINEER, TRAFFIC DIVISION</td><td>DATE</td><td>RECOMMENDED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td>TRAFFIC DIVISION CHIEF</td><td>DATE</td><td>APPROVED BY:</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td>PERMIT ENGINEER</td></tr><tr><td> </td><td> </td><td> </td></tr></table>	ENGINEER, TRAFFIC DIVISION	DATE	RECOMMENDED BY:				TRAFFIC DIVISION CHIEF	DATE	APPROVED BY:						PERMIT ENGINEER				BUS STOP IMPROVEMENTS MERRILL AVE STREET IMPROVEMENT PLAN BUS STOP 5599	ROAD NO. 543150010 FILE NO. SP005-SB-STREET.DWG SHEET 9 OF 12
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PRELIMINARY - NOT FOR CONSTRUCTION



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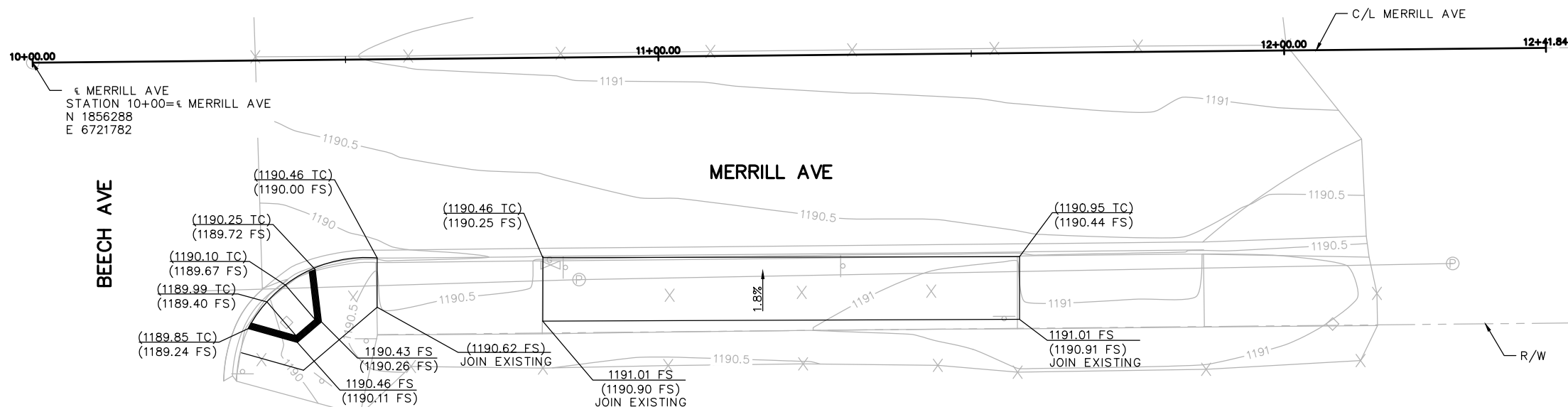


Jun 19, 2017 - 5:18pm \\atvgroup\stvinc.com\X3\DPMA\Vol3\Projects\4017599\4017599_0004\90_cad_Models and Sheets\04_Civil\Site\County of San Bernardino\SP006-SB-SITE.dwg

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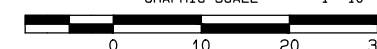
-  CONSTRUCT  PROTECT IN PLACE
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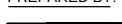


GRAPHIC SCALE 1"=10'



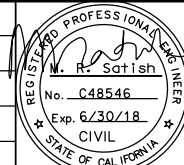
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WEST SIDE OF CONCRETE CURB.
COORDINATES:
N=1856288.3280
E=6721781.5240
ELEVATION=1190.454'

PREPARED BY:

The logo for STV's 100th anniversary. It features a black square on the left containing a white circle with four white triangles pointing towards the corners. To the right of this square is the text "STV" in a large, bold, serif font. Further right, the word "Years" is written in a large, elegant, cursive script, and the number "100" is in a large, bold, serif font.

9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

DESIGNED BY	R. NAFAR
DRAWN BY	R. NAFAR
CHECKED BY	J. DAVIDSON
IN CHARGE	M. SATISH
DATE	1/10/2017

[illegible]

COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS

		RECOMMENDED BY:		
ENGINEER, TRAFFIC DIVISION	DATE	APPROVED BY:		
TRAFFIC DIVISION CHIEF	DATE	PERMIT ENGINEER	DATE	

BUS STOP IMPROVEMENTS

MERRILL AVE
STREET IMPROVEMENT PLAN
BUS STOP 5581

ROAD NO.	543150010
FILE NO.	SP006-SB-STREET.DWG
SHEET 11 OF 12	

GENERAL NOTES:

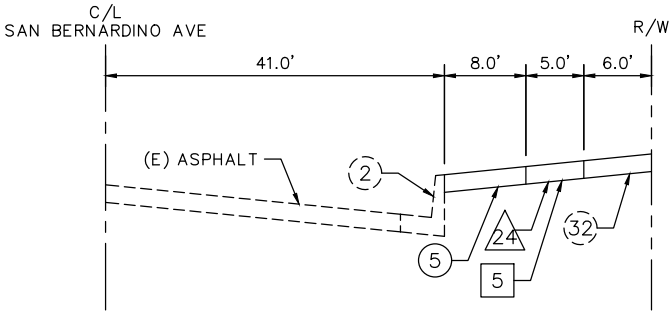
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2. ALL SECTIONS ON THIS DRAWING ARE NOT TO SCALE.

CONSTRUCTION SYMBOLS:

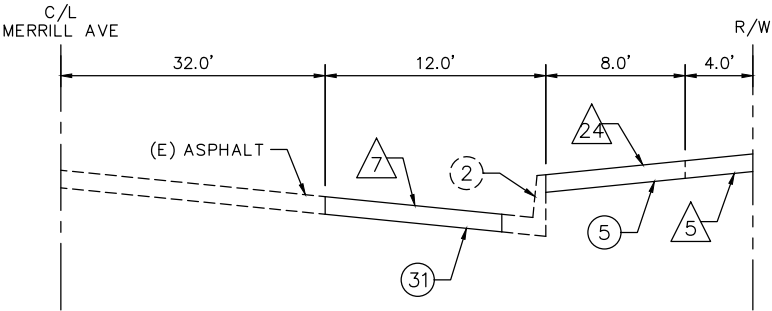
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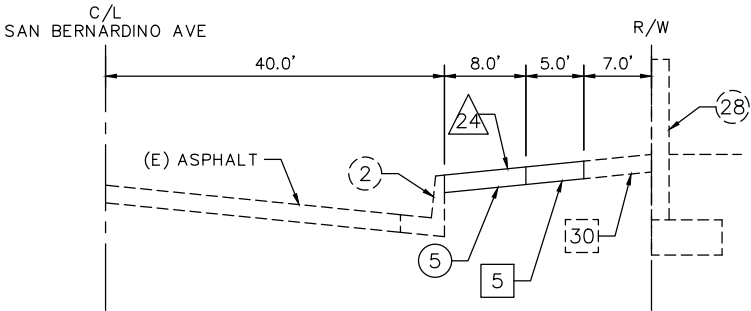
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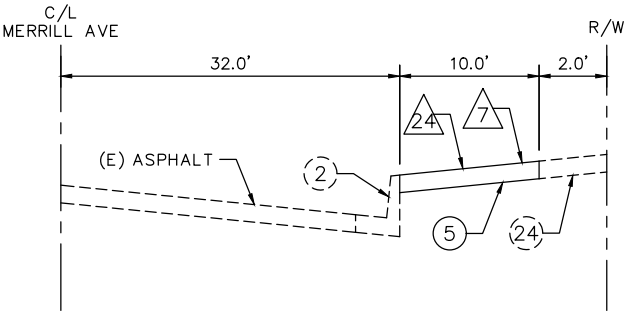
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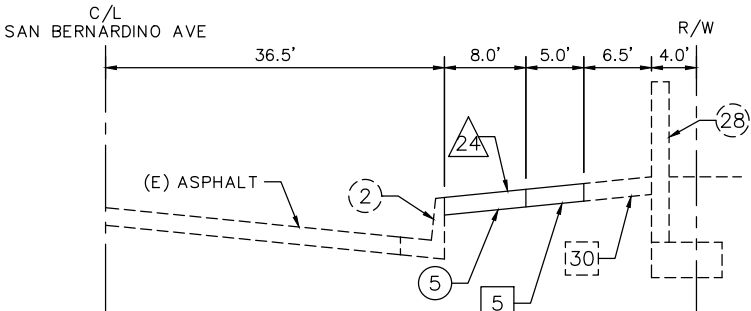
SECTION @ BUS STOP #5599



SECTION @ BUS STOP #5878



SECTION @ BUS STOP #5581



SECTION @ BUS STOP #5879

Jun 19, 2017 - 5:18pm \\atvgroup\stvinc.com\3\DPMA\Vol3\Projects\4017599\4017599_0004\90_CAD_Models\04_Civil\SHA\County of San Bernardino\SP007-SB-SECTIONS.dwg



Underground Service Alert
Call: TOLL FREE
1-800-227-2600

BENCHMARK

PREPARED BY:

STV 100 Years

9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

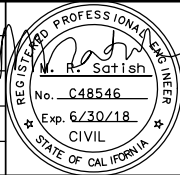
DESIGNED BY
R. NAFAR

DRAWN BY
R. NAFAR

CHECKED BY
J. DAVIDSON

IN CHARGE
M. SATISH

DATE
1/10/2017



MARK	REVISIONS	APPROVED BY	DATE

COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS

ENGINEER, TRAFFIC DIVISION	DATE	RECOMMENDED BY:
TRAFFIC DIVISION CHIEF	DATE	APPROVED BY:
		PERMIT ENGINEER

BUS STOP IMPROVEMENTS	ROAD NO. ----
SECTIONS COUNTY OF SAN BERNARDINO ----	FILE NO. SP007-SB-SECTIONS.DWG
	SHEET 12 OF 12

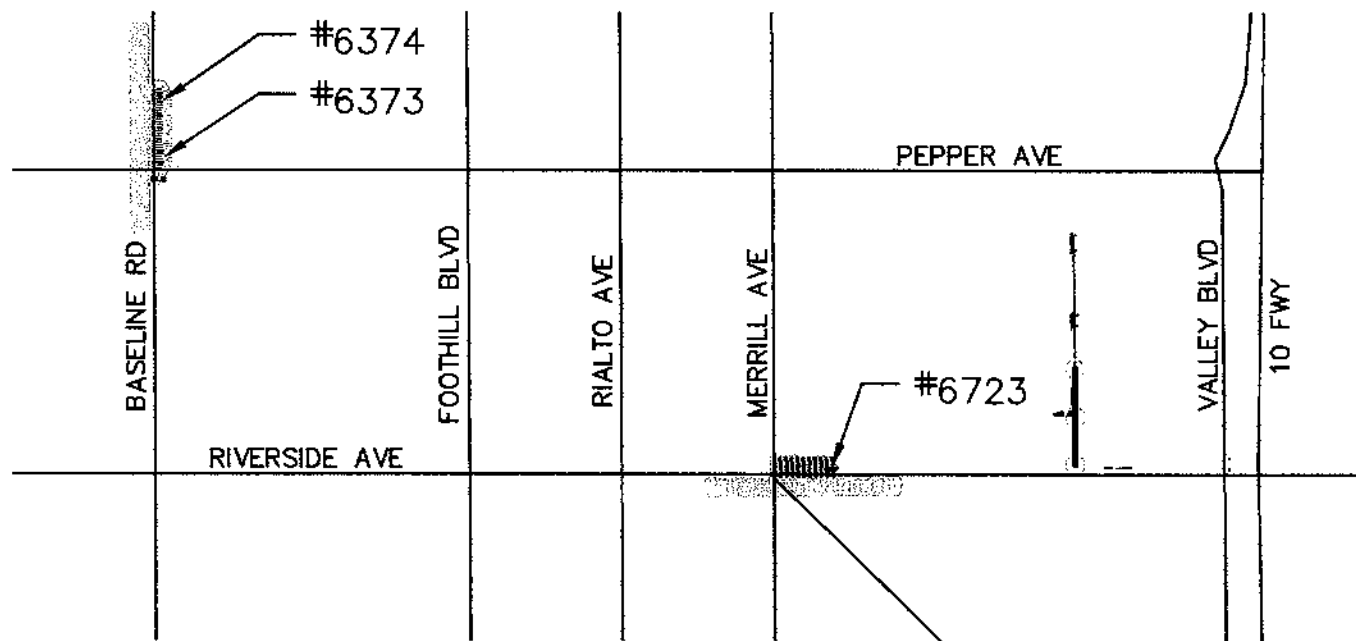
PRELIMINARY - NOT FOR CONSTRUCTION

STREET IMPROVEMENT GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF RIALTO STANDARD DRAWINGS, STANDARD SPECIAL PROVISIONS, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, WITH SUPPLEMENTS. ANY VARIATION FROM OR EXCEPTION TO THE STANDARDS OR FOLLOWING GENERAL NOTES MUST BE APPROVED BY THE CITY ENGINEER.
2. ALL EXISTING IMPROVEMENTS INCLUDING CURB AND GUTTERS, SIDEWALKS, ASPHALT/CONCRETE OR P.C.C. PAVING, WHICH ARE BEING JOINED OR MATCHED SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER, INCLUDING NECESSARY SAW CUTTING, REMOVAL, REPLACEMENT AND CAPPING.
3. ANY EXISTING TRAVEL WAYS IN WHICH AN EXCAVATION IS MADE IN CONJUNCTION WITH THIS PROJECT SHALL BE COVERED BY PERMIT. THIS AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS IN ORDER TO ELIMINATE ANY HAZARDS. STREET SHALL BE SURFACED WITH A MINIMUM OF 2" OF ASPHALT AT THE END OF EACH WORKING DAY.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY FIELD INSPECTORS AT LEAST 48 HOURS PRIOR TO STARTING EACH PHASE OF CONSTRUCTION AND PRIOR TO REQUIRING INSPECTION.
5. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVING OF THE STREETS. ALL TRENCHES SHALL BE FULLY COMPACTED TO THE SATISFACTION OF THE CITY ENGINEER. ALL MANHOLES AND VALVE BOX FRAMES SHALL BE ADJUSTED TO FINISHED GRADES AFTER COMPLETION OF CONSTRUCTION.
6. THE CONTRACTOR SHALL DETERMINE THE TRUE LOCATION OF ANY UNDERGROUND UTILITY PRIOR TO LAYING ANY LINES WHICH ARE TO CONNECT THE EXISTING SEWER, WATER, OR STORM DRAINS. THESE LINES SHALL BE EXPOSED AND JOIN ELEVATIONS VERIFIED. ANY CHANGE IN GRADE OR DEVIATION FROM THE PLANS MUST BE APPROVED BY THE CITY ENGINEER.
7. ADVERTISING SIGNS WILL NOT BE PERMITTED WITHIN THE STREET RIGHT-OF-WAY.
8. TREES SHALL BE PLANTED WITHIN THE STREET RIGHT-OF-WAY IN ACCORDANCE WITH THE CITY OF RIALTO REQUIREMENTS.
9. THE CURB AND GUTTER SHALL BE "ETCHED" SHOWING LATERAL LOCATIONS "S" FOR SEWER, "G" FOR GAS, "E" FOR ELECTRICAL AND "W" FOR WATER.
10. TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE PLACED AND MAINTAINED PER THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF WARNING SIGNS LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS AND TO THE SATISFACTION OF THE CITY ENGINEER.
11. NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF RIALTO DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
12. PRIOR TO THE CITY RELEASING THE BOND FOR THE PUBLIC IMPROVEMENTS, THE ENGINEER OF RECORD SHALL SUBMIT A COMPLETE SET OF "AS BUILT" PLANS ON MYLAR TO THE CITY ENGINEERING SECTION AND THE TIE SHEETS FOR NECESSARY MONUMENTATION SHALL ALSO BE SUBMITTED TO THE CITY.
13. STATE LAW (SB 3019) REQUIRES THE CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT AND OBTAIN AN IDENTIFICATION NUMBER PRIOR TO THE ISSUANCE OF THE CITY'S ENCROACHMENT PERMIT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT TWO FULL WORKING DAYS (48 HOURS MINIMUM) IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES, INCLUDING PAVEMENT REMOVAL. EXCAVATION AND A.C. OVERLAY, WHICH COULD AFFECT ANY UNDERGROUND UTILITY.
14. PRIOR TO ANY CONSTRUCTION WORK, THE CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND PERMIT.
15. PRIOR TO TAKING ANY WATER FROM A FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO OBTAIN A FIRE HYDRANT WATER METER.
16. ALL STREET TRENCHING, BACKFILLING AND PAVEMENT REPAIRS SHALL BE DONE IN ACCORDANCE WITH CITY STANDARD DRAWING SC-231.
17. ALL IRRIGATION LINES TO BE REMOVED, RELOCATED OR RECONSTRUCTED AS SHOWN AND/OR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR IN THE FIELD.
18. CONTRACTOR SHALL REMOVE AND/OR INSTALL PAVEMENT MARKINGS AND STRIPING. PLACEMENT AND SCHEDULING TO BE DETERMINED BY INSPECTOR IN THE FIELD.
19. THE CONTRACTOR SHALL NOT ORDER OR PLACE ANY PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE PAVING UNTIL THE FORMS AND SUBGRADE AND/OR AGGREGATE BASE HAVE BEEN INSPECTED AND APPROVED BY THE CITY INSPECTOR IN THE FIELD.
20. STRICT ADHERENCE TO DUST CONTROL REQUIREMENTS SHALL BE ENFORCED, AND ALL DUST SHALL BE CONTROLLED BY WATERING, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
21. IF ANY EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, WORK SHALL STOP AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
22. THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING AND UNTIL ALL UNACCEPTABLE CONCRETE AND/OR ASPHALT WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
23. ALL PERMANENT TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE LOCATED AS SPECIFIED IN THE FIELD BY THE CITY ENGINEER PRIOR TO FINAL APPROVAL OF IMPROVEMENTS.
24. REPAIR OR REPLACE ANY DAMAGED OR ALTERED EXISTING IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER IN THE FIELD.
25. ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A QUALIFIED REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
26. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE WORK SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
27. CARE SHOULD BE TAKEN TO PREVENT GRADED DITCHES AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITES, THE CITY ENGINEER MAY REQUIRE TEMPORARY GUNITE SWALES, ENTERING OR LEAVING IMPROVEMENTS.
28. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE ENGINEER AND THE APPLICANT FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
29. MANHOLE FRAMES AND COVERS TO BE CONSTRUCTED BY THE CONTRACTOR 6" BELOW FINISH GRADE. UPON COMPLETION OF PAVING, THE PAVING CONTRACTOR SHALL ADJUST TOP OF MANHOLE TO FINISH GRADE.
30. ALL AREAS TO BE PAVED SHALL BE STERILIZED AS DIRECTED BY THE CITY ENGINEER PRIOR TO PAVING.
31. A SEAL COAT OF SSIH WILL BE REQUIRED ON ALL NEW ASPHALT CONCRETE APPLIED AT THE RATE OF 0.075 GALLS PER SQUARE YARD.

CITY OF RIALTO CONSTRUCTION INSPECTION HOURS
7:00A.M. TO 5:00P.M. - MONDAY THROUGH THURSDAY

CITY OF RIALTO
BUS STOP IMPROVEMENTS



VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET
2	SITE PLAN : BASE LINE RD : BUS STOP 6373
3	STREET IMPROVEMENT PLAN : BASE LINE RD : BUS STOP 6373
4	SITE PLAN : BASE LINE RD : BUS STOP 6374
5	STREET IMPROVEMENT PLAN : BASE LINE RD : BUS STOP 6374
6	SITE PLAN : RIVERSIDE AVE : BUS STOP 6723
7	STREET IMPROVEMENT PLAN : RIVERSIDE AVE : BUS STOP 6723
8	SECTIONS

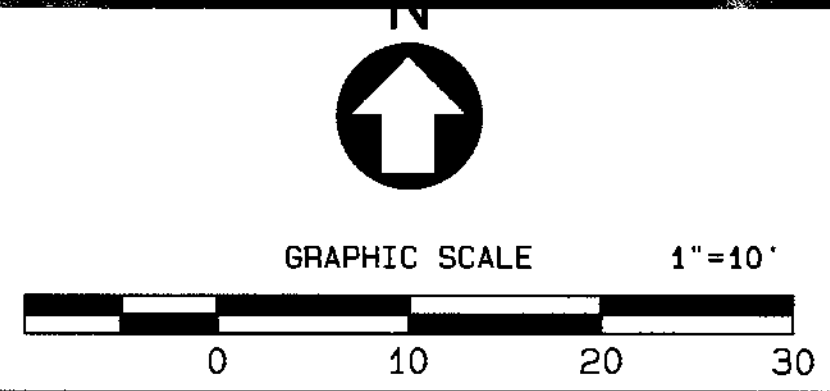
TRAFFIC CONTROL GENERAL NOTES

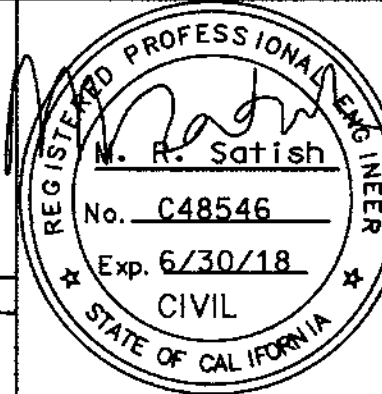
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL ON TRAFFIC CONTROL DEVICES, THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), AND CITY OF RIALTO STANDARDS.
2. ALL MATERIALS AND EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREENBOOK" AND ALL SUPPLEMENTS; THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND STANDARD SPECIFICATIONS; AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITIONS.
3. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
4. THE CONTRACTOR SHALL INFORM THE CITY ENGINEER (PUBLIC WORKS INSPECTOR) IN THE EVENT OF A CONFLICT OR POTENTIAL CONFLICT WITH THE PLANS AND/OR SPECIFICATIONS FOR THIS PROJECT.
5. ALL REQUIRED CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF RIALTO, PRIOR TO BEGINNING CONSTRUCTION.
6. TRAFFIC SIGN DIMENSIONS, COLOR, AND LETTERING SHALL CONFORM TO THE LATEST CALTRANS SIGN SPECIFICATION SHEETS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS, OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
8. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THEIR ORIGINAL CONDITION, OR TO THE SATISFACTION OF THE CITY ENGINEER.
9. EXACT LOCATION OF ALL EQUIPMENT AND CONTROL DEVICES TO BE DETERMINED BY THE CITY ENGINEER. ADDITIONAL WARNING AND/OR CONSTRUCTION SIGNS MAY BE REQUIRED BY THE CITY ENGINEER.
10. THE CONTRACTOR SHALL NOTIFY THE CITY OF RIALTO, PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS BEFORE IMPLEMENTING THIS TRAFFIC CONTROL PLAN.
11. ALL TRAFFIC SIGNS SHALL BE A MINIMUM SIZE OF 36 INCHES.
12. ALL CONES OR PORTABLE DELINEATORS SHALL BE A MINIMUM OF 28 INCHES IN HEIGHT.
13. SIGNS SHALL NOT BE PLACED IN SHADOWS OR IN OBSTRUCTED LOCATIONS.
14. SIGNS SHALL NOT BE PLACED IN EXCESS OF 15 FEET FROM THE EDGE OF TRAVELED WAY. PORTABLE SIGN STANDARDS SHALL BE TIED DOWN OR WEIGHTED TO PREVENT TOPPLING.
15. THE BOTTOM OF ALL SIGNS SHALL BE PLACED A MINIMUM OF 48 INCHES ABOVE THE TRAVELED SURFACE AND, WHEREVER POSSIBLE, 7 FEET IS THE PREFERRED HEIGHT.
16. ALL EXISTING STRIPING AND PAVEMENT MARKINGS THAT ARE IN CONFLICT AND/OR ARE NOT APPLICABLE, SHALL BE COVERED OR REMOVED, AND REPLACED IN KIND DURING NON-WORK HOURS.
17. THE WORK ZONE AND DETOUR ROUTE SHALL BE ROUTINELY INSPECTED AND MAINTAINED BOTH DAY AND NIGHT TO ENSURE PROPER VISIBILITY AND OPERATION OF ALL TRAFFIC CONTROL AND ADVANCE WARNING DEVICES. ALL FLASHING YELLOW BEACONS SHALL BE INSPECTED DAILY TO ENSURE PROPER OPERATION.
18. FLAGGERS SHALL BE CERTIFIED IN FLAGGING PROCEDURES. FLAGGERS SHALL COORDINATE THEIR EFFORTS AND STAY IN CONSTANT COMMUNICATION, VIA TWO-WAY RADIOS, TO PREVENT EXCESSIVE QUEUING OF TRAFFIC AND TO PROVIDE SAFE AND SMOOTH OPERATION THROUGHOUT THE WORK ZONE.
19. IN THE EVENT THAT TEMPORARY TRAFFIC CONTROL MEASURES MUST REMAIN IN PLACE DURING HOURS OF DARKNESS, ADEQUATE LIGHTING SHALL BE PROVIDED AT ALL FLAGGER STATIONS, ALL SIGNS, CONES, OR DELINEATORS SHALL BE ILLUMINATED OR REFLECTORIZED, AND FLASHING YELLOW BEACONS SHALL BE INSTALLED ON ALL BARRICADES LOCATED ADJACENT TO TRAVEL LANES.
20. ANY ROADSIDE OBSTACLE ASSOCIATED WITH THE WORK THAT MUST REMAIN DURING NON-WORK HOURS SHALL BE, AT A MINIMUM, DELINEATED WITH ILLUMINATED OR REFLECTORIZED CONES OR DELINEATORS AND BARRICADES WITH FLASHING YELLOW BEACONS. IN ADDITION, ADVANCE C18 "ROAD CONSTRUCTION AHEAD" SIGNS SHALL REMAIN IN OPERATION WITH FLASHING YELLOW BEACONS. ELECTRONIC CHANGEABLE MESSAGE SIGNS MAY BE REQUIRED TO ADEQUATELY WARN DRIVERS ABOUT THE WORK ZONE.
21. ALL CONES OR PORTABLE DELINEATORS SHALL BE INTERNALLY ILLUMINATED OR FITTED WITH REFLECTIVE SLEEVES, WHEN USED TO DELINEATE ROADSIDE OBSTACLES DURING HOURS OF DARKNESS.
22. ALL FLASHING YELLOW WARNING LIGHTS SHALL BE PORTABLE, LENS DIRECTED, ENCLOSED AND MOUNTED AT A MINIMUM HEIGHT OF THREE (3) FEET, MEASURED FROM THE BOTTOM OF THE LENS TO THE UNDERLYING SURFACE.
23. TYPE "A" (LOW INTENSITY) FLASHING YELLOW WARNING LIGHTS SHALL BE USED ON ALL BARRICADES USED AT NIGHT AND THEY SHALL BE IN OPERATION FROM DUSK UNTIL DAWN.
24. TYPE "B" (HIGH INTENSITY) FLASHING YELLOW WARNING LIGHTS SHALL BE USED WITH THE INDICATED SIGNS AND SHALL BE IN OPERATION AT ALL TIMES (24 HOURS/DAY).
25. STRIPING AND PAVEMENT MARKINGS SHALL BE REMOVED BY WET SAND BLASTING OR GRINDING (THERMOPLASTIC) OR AS APPROVED BY THE CITY ENGINEER. BLACKOUT PAINTING IS NOT PERMITTED.
26. IN THE EVENT THAT TRAFFIC CONTROL MEASURES MUST REMAIN IN PLACE DURING HOURS OF DARKNESS, TRAFFIC CONTROL DEVICES SHALL BE ILLUMINATED OR REFLECTORIZED WITH VIP OR BETTER REFLECTIVE COATING. ADEQUATE LIGHTING SHALL ALSO BE PROVIDED IN THE WORK ZONE, BUT AT NO TIME SHALL LIGHTING BE DIRECTED AWAY FROM THE WORK ZONE INTO TRAFFIC WITH THE POTENTIAL TO CAUSE GLARE. FLASHING YELLOW BEACONS SHALL BE MOUNTED ON BARRICADES TO DENOTE THE WORK AREA.
27. THE CITY ENGINEER (AND/OR HIS DESIGNEE) RESERVES THE RIGHT TO OBSERVE FIELD CONDITIONS AND TO MAKE ANY NECESSARY CHANGES IN THE FIELD.
28. ALL TEMPORARY TRAFFIC CONTROL ADVANCE WARNING SIGNS SHALL BE 36" X 36" MINIMUM. TRAFFIC CONTROL SIGNS ON ARTERIALS WITH AN APPROACH SPEED OF 45 MPH OR HIGHER SHALL BE 48" X 48".
29. ACCESS TO EXISTING BUSINESSES AND RESIDENCES SHALL BE PROVIDED AT ALL TIMES. ADA COMPLIANT PEDESTRIAN ACCESS SHALL BE PROVIDED THROUGH OR AROUND THE WORK ZONE AT ALL TIMES.
30. DELINEATORS SHALL BE SPACED AT 20 FEET WITHIN 300 FEET OF AN INTERSECTION. AT AREAS WHERE WORK IS TAKING PLACE ON CURVES OR WHERE THEY SEPARATE TWO DIRECTIONS OF TRAFFIC, THE DELINEATOR SPACING SHALL BE REDUCED IN HALF.
31. ALL TRAFFIC CONTROL SIGNS INSTALLED ON THE SIDEWALK SHALL EITHER BE SECURED TO AN EXISTING STREET LIGHT POLE OR A SEPARATE POLE WITH A MINIMUM HEIGHT OF 7' TO THE BOTTOM OF THE SIGN.
32. PLATE BRIDGING - NON-SKID STEEL PLATE COVERS SHALL BE INSTALLED PER CITY OF RIALTO STANDARDS. PLATES SHALL BE RECESSED TO BE FLUSH WITH THE PAVEMENT SURFACE AND SECURED WITH A MINIMUM OF 2 PINS AN ALL EDGES. PLATED EXCAVATIONS THAT RUN PARALLEL WITH AND WITHIN TRAFFIC SHALL NOT EXCEED A LINEAL DISTANCE OF 300 FEET AT ANY TIME.

 CALL TOLL FREE 1-800-227-2800 TWO WORKING DAYS BEFORE YOU DIG	MARK	REVISIONS	APPR.	DATE		PREPARED UNDER THE SUPERVISION OF: M. SATISH 1/10/2017 DATE	PREPARED BY:	 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvtrc.com	CITY OF RIALTO BUS STOP IMPROVEMENTS TITLE SHEET CITY OF RIALTO	1 OF 8 SHEETS
						RECOMMENDED FOR APPROVAL LONN YOUNG 43216 DATE 12/12/2017	BENCH MARK:			
DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON						APPROVED BY: ROBERT G. EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RGE 54831 1/3/18 DATE				



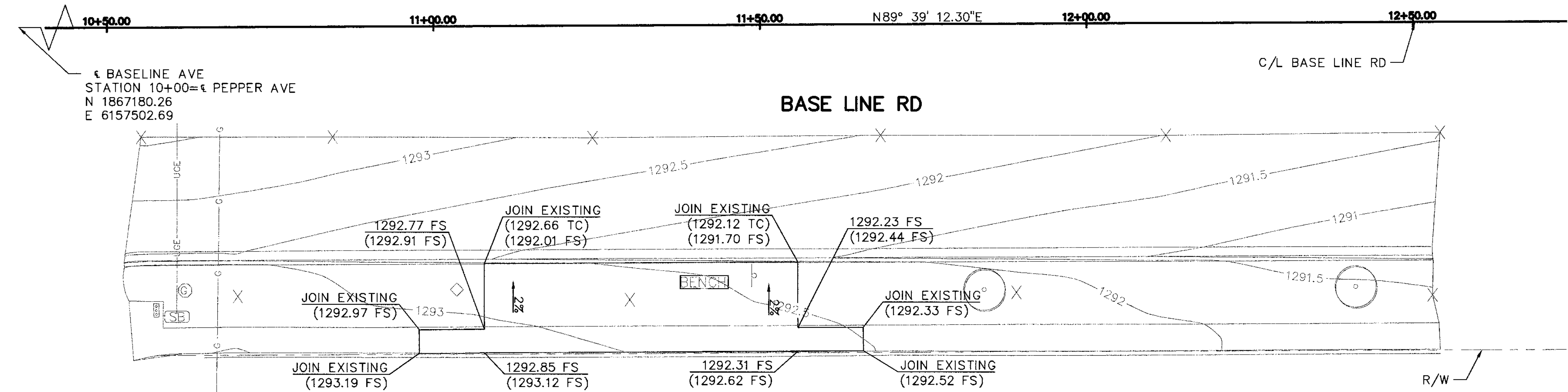
REFERENCE ONLY - NOT FOR CONSTRUCTION



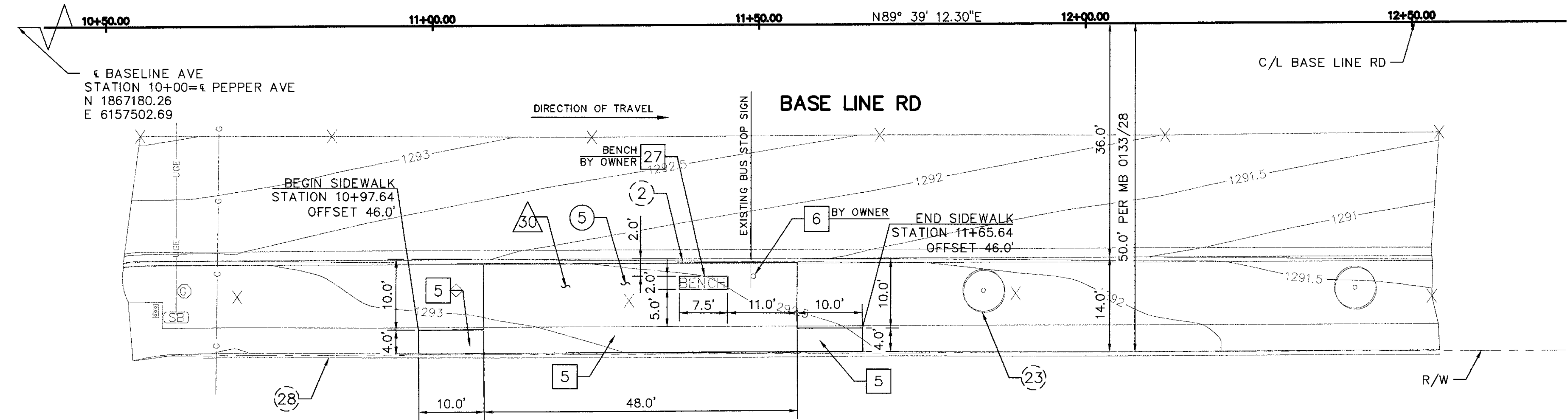
UNDERGROUND SERVICE ALERT  CALL: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON			PREPARED UNDER THE SUPERVISION OF: M. SATISH 1/10/2017 DATE	PREPARED BY:  9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stv.com	CITY OF RIALTO BUS STOP IMPROVEMENTS BASE LINE RD SITE PLAN FOR: BUS STOP 6373	2 OF 8 SHEETS PLAN No. ST-0909
				ENGINEER'S NAME, RCE C48546, EXP. 06/30/2018 RECOMMENDED FOR APPROVAL LOMY YOUNG 45216 12/11/2017 DATE	BENCH MARK: FOUND 1" PIPE ON CENTER LINE OF BASELINE ROAD, COORDINATES: N=1867180.2620 E=6757502.6910 ELEVATION=1294.145'		

GENERAL NOTES:

1. REFER TO DRAWING SP005-R FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP006-R AND SP007-R FOR DETAILS.



GRADING @ BUS STOP #6373



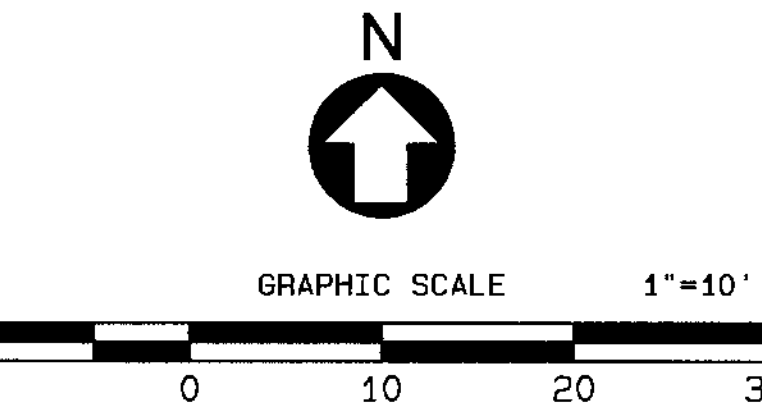
CONSTRUCTION @ BUS STOP #6373

CONSTRUCTION SYMBOLS:

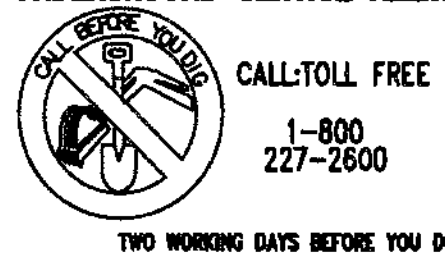
- CONSTRUCT
- PROTECT IN PLACE
- △ REMOVE
- EXISTING TO REMAIN
- ⬡ RELOCATE EXISTING
- REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

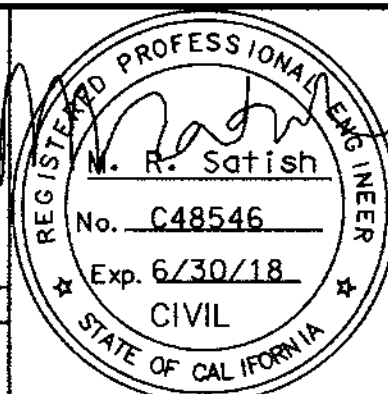
1. CONSTRUCT 4" AC PAVEMENT OVER 4" C.A.B. (CLASS II)
2. CURB & GUTTER PER CITY STANDARD NO. SC-200
3. CURB, GUTTER & SIDEWALK PER CITY/COUNTY STD NO. SC-201
4. CURB PER CITY STANDARD NO. SC-202
5. SIDEWALK PER CITY STANDARD NO. S-106
6. BUS STOP SIGN
7. AC PAVEMENT
8. ELECTRICAL JUNCTION BOX
9. 1'-0" WIDE GROOVES PER CALTRANS STANDARD A88A
10. CONFORM TO EXISTING PAVEMENT
11. GAS METER
12. GAS VALVE
13. STREET LIGHT POLE
14. MAILBOX
15. TRAFFIC SIGNAL CABINET
16. VALVE
17. ELECTRICAL MANHOLE
18. TRAFFIC SIGNAL JUNCTION BOX
19. SIGN
20. WATER METER
21. WATER VALVE
22. ELECTRICAL CABINET/CABLE
23. TREE
24. GRASS
25. TV/ELECTRICAL VAULT
26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING



UNDERGROUND SERVICE ALERT



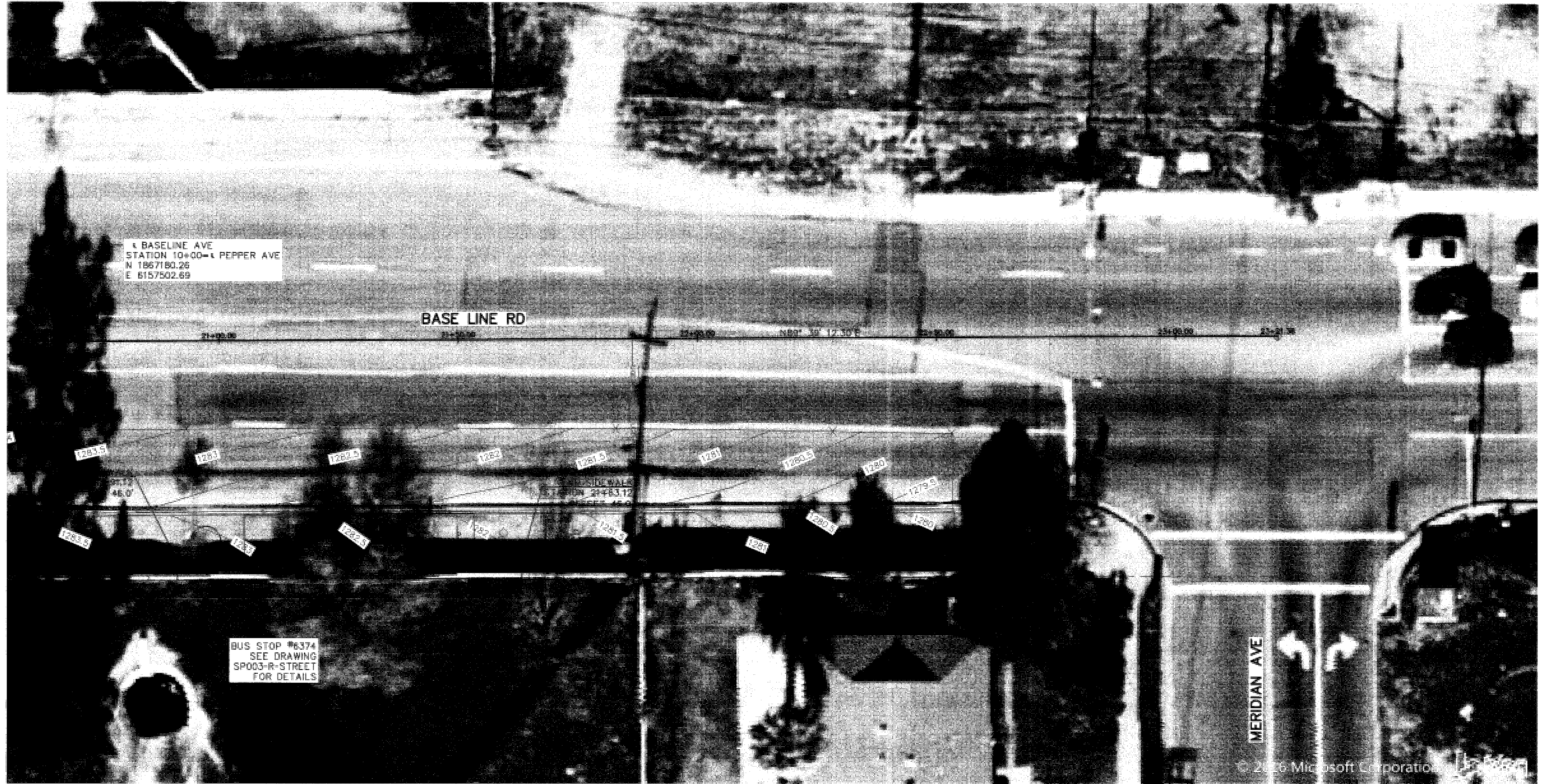
DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON



PREPARED UNDER THE SUPERVISION OF:
M. SATISH
ENGINEER'S NAME, RCE C48546, EXP. 06/30/2018
RECOMMENDED FOR APPROVAL
APPROVED BY:
ROBERT G. EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 34831

PREPARED BY:
STV 100 Years
9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com
BENCH MARK: FOUND 1" PIPE ON CENTER LINE OF BASELINE ROAD.
COORDINATES: N=1867180.2620 E=6757502.6910
ELEVATION=1294.145'

CITY OF RIALTO
BUS STOP IMPROVEMENTS
BASE LINE RD
STREET IMPROVEMENT PLAN
FOR: BUS STOP 6373
PLAN No. ST-0909
3 OF 8 SHEETS



REFERENCE ONLY - NOT FOR CONSTRUCTION

UNDERGROUND SERVICE ALERT CALL-TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG	DESIGNED BY: R. NAFAR		DRAWN BY: R. NAFAR		CHECKED BY: J. DAVIDSON	
	MARK		REVISIONS		APPR. DATE	
		PREPARED UNDER THE SUPERVISION OF: M. SATISH ENGINEER'S NAME, RCE C48546, EXP. 06/30/2018 DATE: 1/10/2017		PREPARED BY: STV 100 Years 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stv.com		
		RECOMMENDED FOR APPROVAL LONN YOUNG 12/16/17 DATE: 12/16/17		BENCH MARK: FOUND BRASS CAP STAMPED S36 S31 S1 S6 ON CENTER LINE OF BASELINE ROAD, COORDINATES: N=1867188.2550 E=6758824.044 ELEVATION=1277.691'		
		APPROVED BY: ROBERT G. EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54931 DATE: 1/3/18		CITY OF RIALTO BUS STOP IMPROVEMENTS BASE LINE RD SITE PLAN		
				FOR: BUS STOP 6374		
				PLAN No. ST-0909		
				4 OF 8 SHEETS		

GENERAL NOTES:

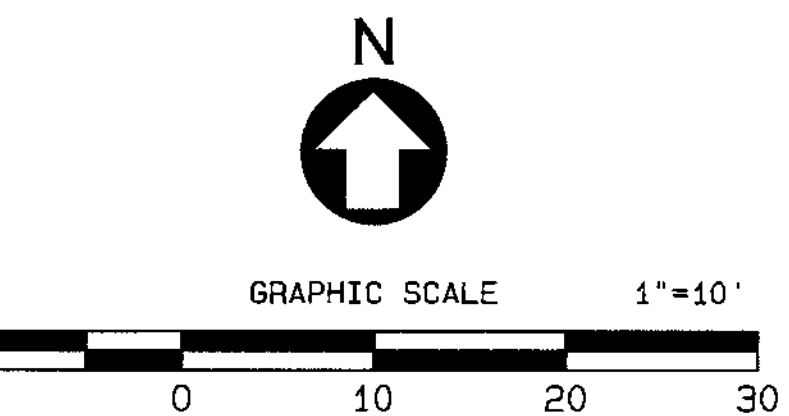
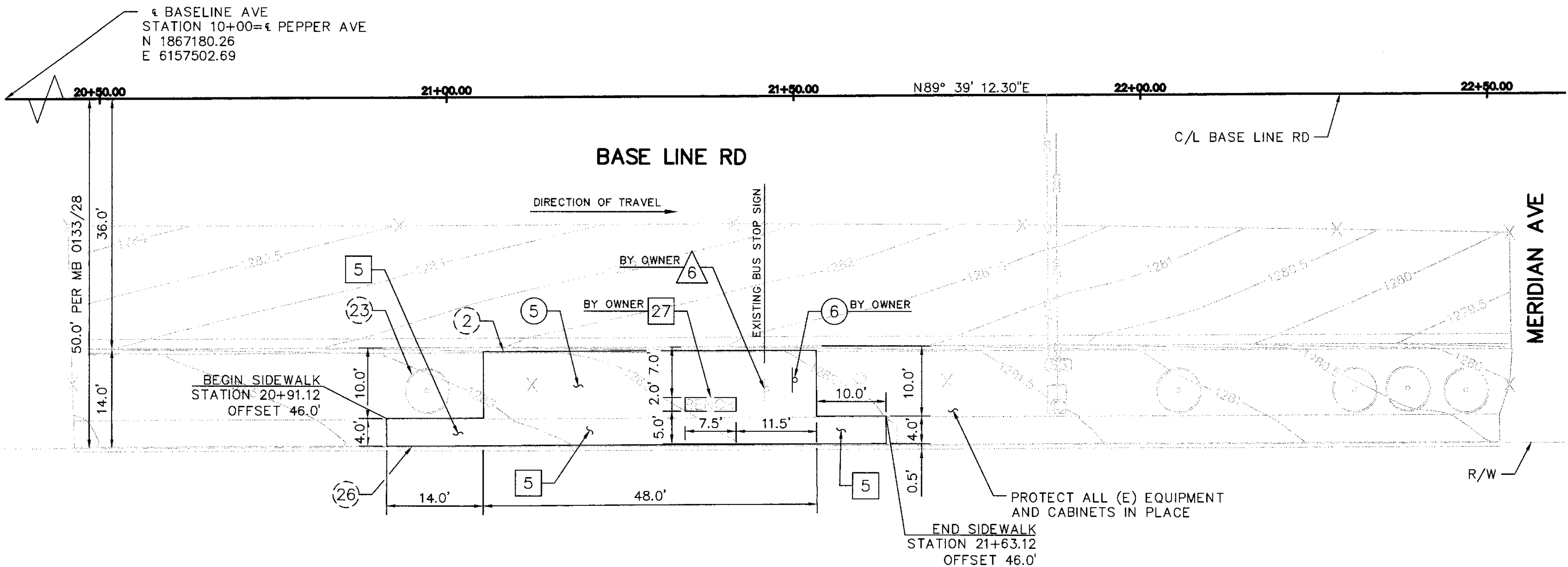
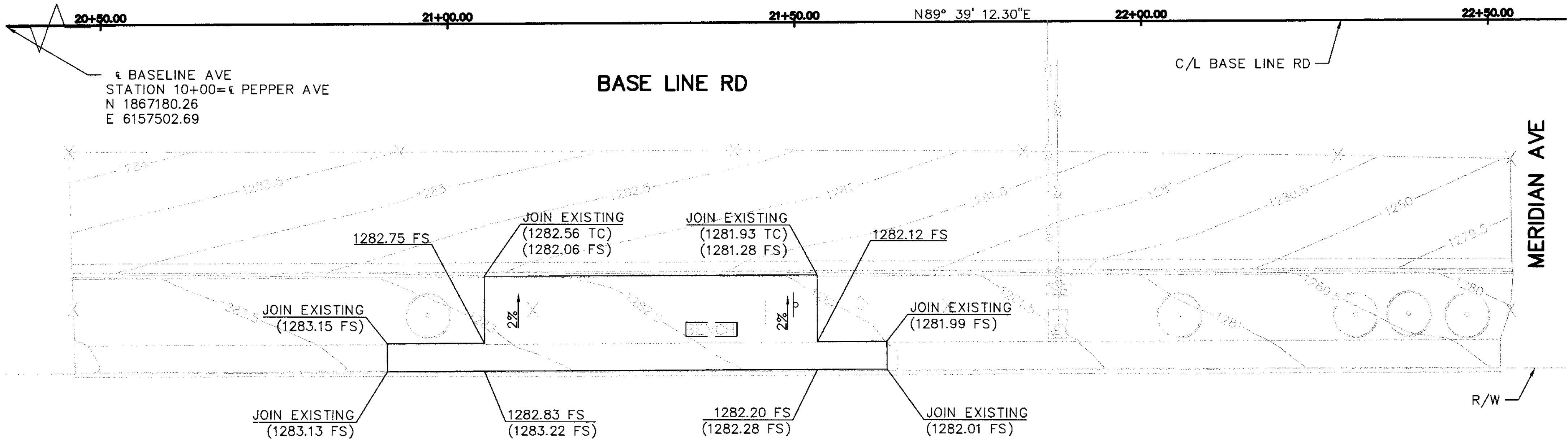
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2. REFER TO DRAWINGS SP006-R AND SP007-R FOR DETAILS.

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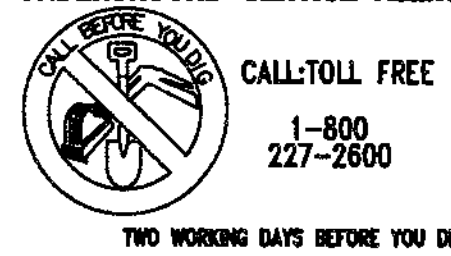
- CONSTRUCT ○ PROTECT IN PLACE
△ REMOVE □ EXISTING TO REMAIN
⬡ RELOCATE EXISTING
□ REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

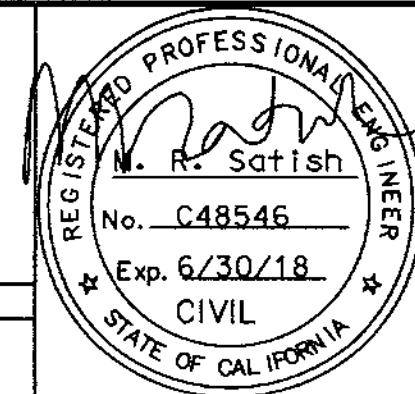
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2. CURB & GUTTER PER CITY STANDARD NO.SC-200
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32. LANDSCAPING



UNDERGROUND SERVICE ALERT



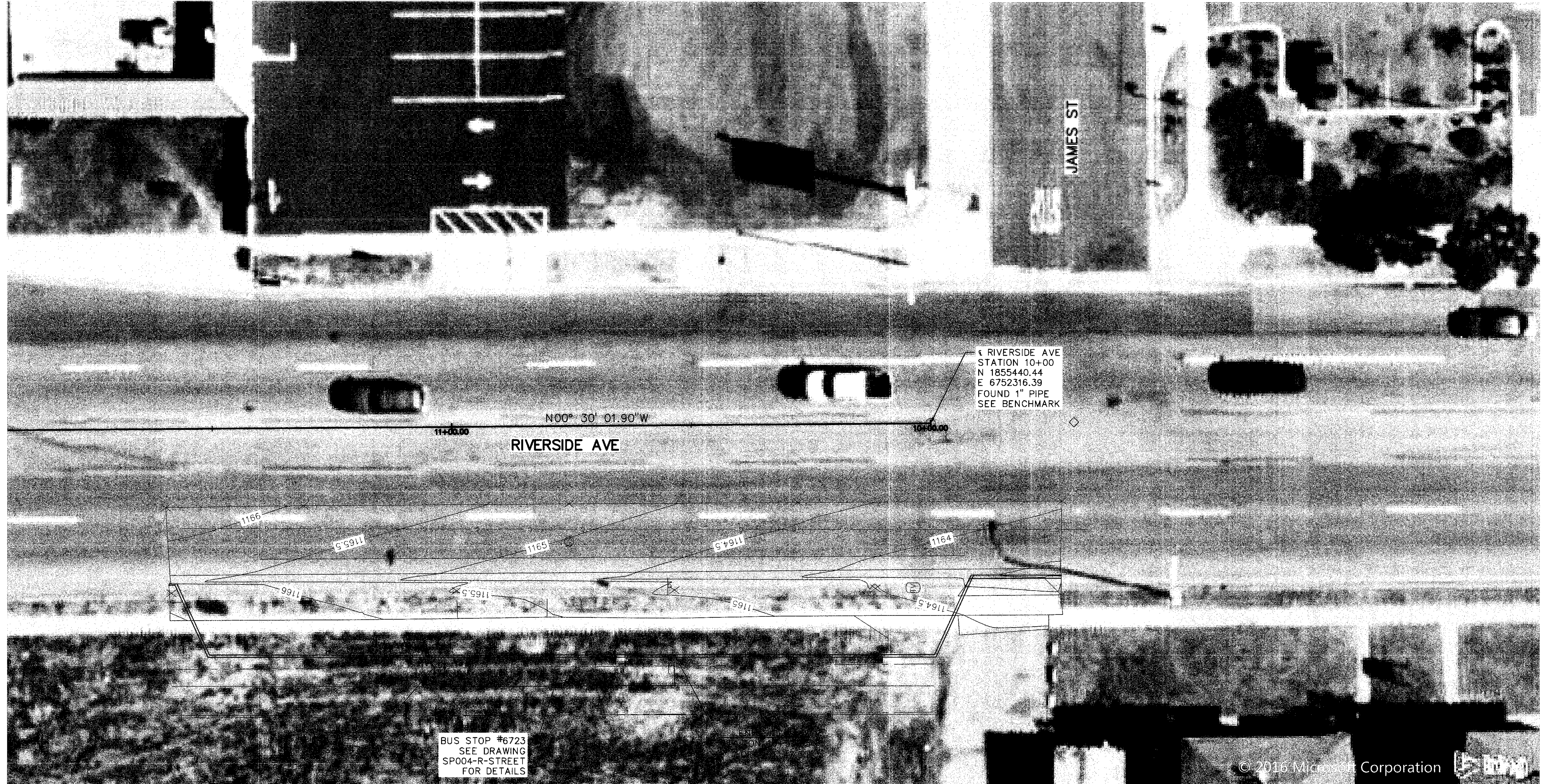
MARK	REVISIONS	APPR.	DATE
DESIGNED BY: R. NAFAR	DRAWN BY: R. NAFAR	CHECKED BY: J. DAVIDSON	



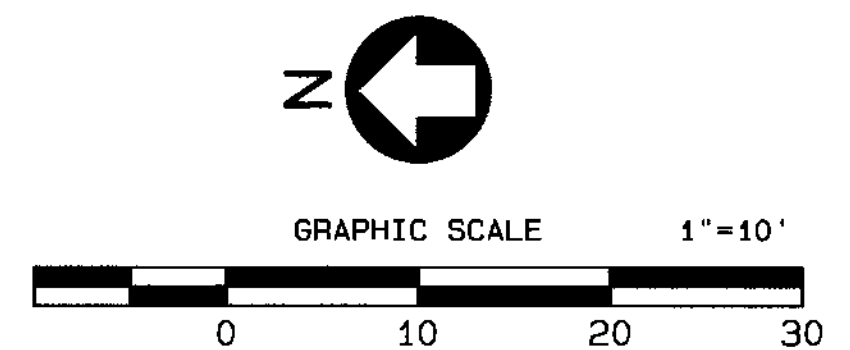
PREPARED UNDER THE SUPERVISION OF:
M. SATISH
1/10/2017
DATE
ENGINEER'S NAME: RCE C48546, EXP. 06/30/2018
RECOMMENDED FOR APPROVAL
LOREY YOUNG 43218
DATE 12/21/2017
APPROVED BY:
ROBERT G. EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54831
DATE 1/3/18

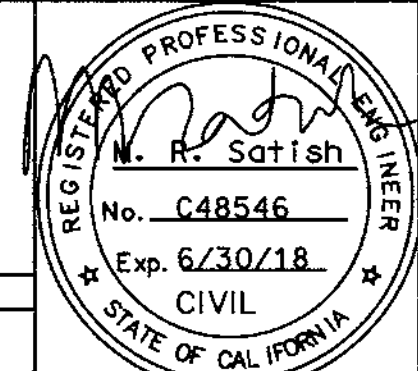
PREPARED BY:
STV 100 Years
9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com
BENCH MARK: FOUND BRASS CAP STAMPED S36 S31 S1 S6 ON CENTER LINE OF BASELINE ROAD, COORDINATES: N=1867188.2550 E=6758824.044 ELEVATION=1277.691

CITY OF RIALTO
BUS STOP IMPROVEMENTS
BASE LINE RD
STREET IMPROVEMENT PLAN
FOR: BUS STOP 6374
PLAN No. ST-0909
5 OF 8 SHEETS



REFERENCE ONLY - NOT FOR CONSTRUCTION



 CALL-TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG				PREPARED UNDER THE SUPERVISION OF: M. SATISH 1/10/2017 DATE	PREPARED BY:	 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	CITY OF RIALTO BUS STOP IMPROVEMENTS RIVERSIDE AVE STREET IMPROVEMENT PLAN		6 OF 8 SHEETS	
	RECOMMENDED FOR APPROVAL JONNY YOUNG 12/21/2017 DATE			BENCH MARK: FOUND 1" PIPE ON CENTER LINE OF RIVERSIDE AVE. COORDINATES: N=1855440.445 E=6752316.360 ELEVATION=1164.389	FOR: BUS STOP 6723					
	APPROVED BY: ROBERT G. EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54931 1/3/18 DATE			PLAN No. SR-0909						
MARK			DESIGNED BY: R. NAFAR	DRAWN BY: R. NAFAR	CHECKED BY: J. DAVIDSON					

GENERAL NOTES:

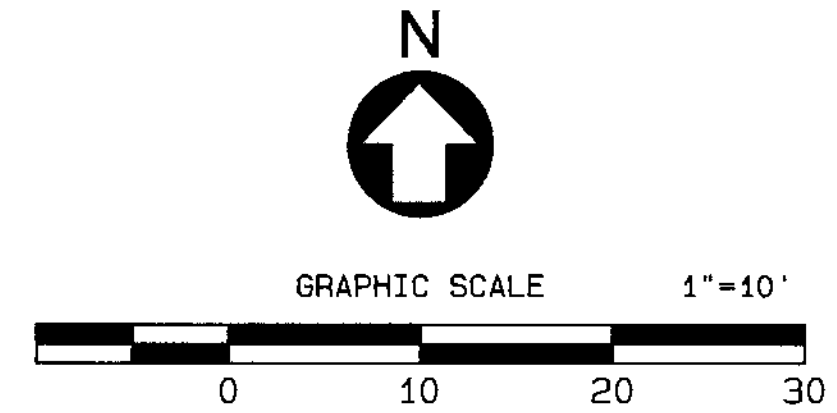
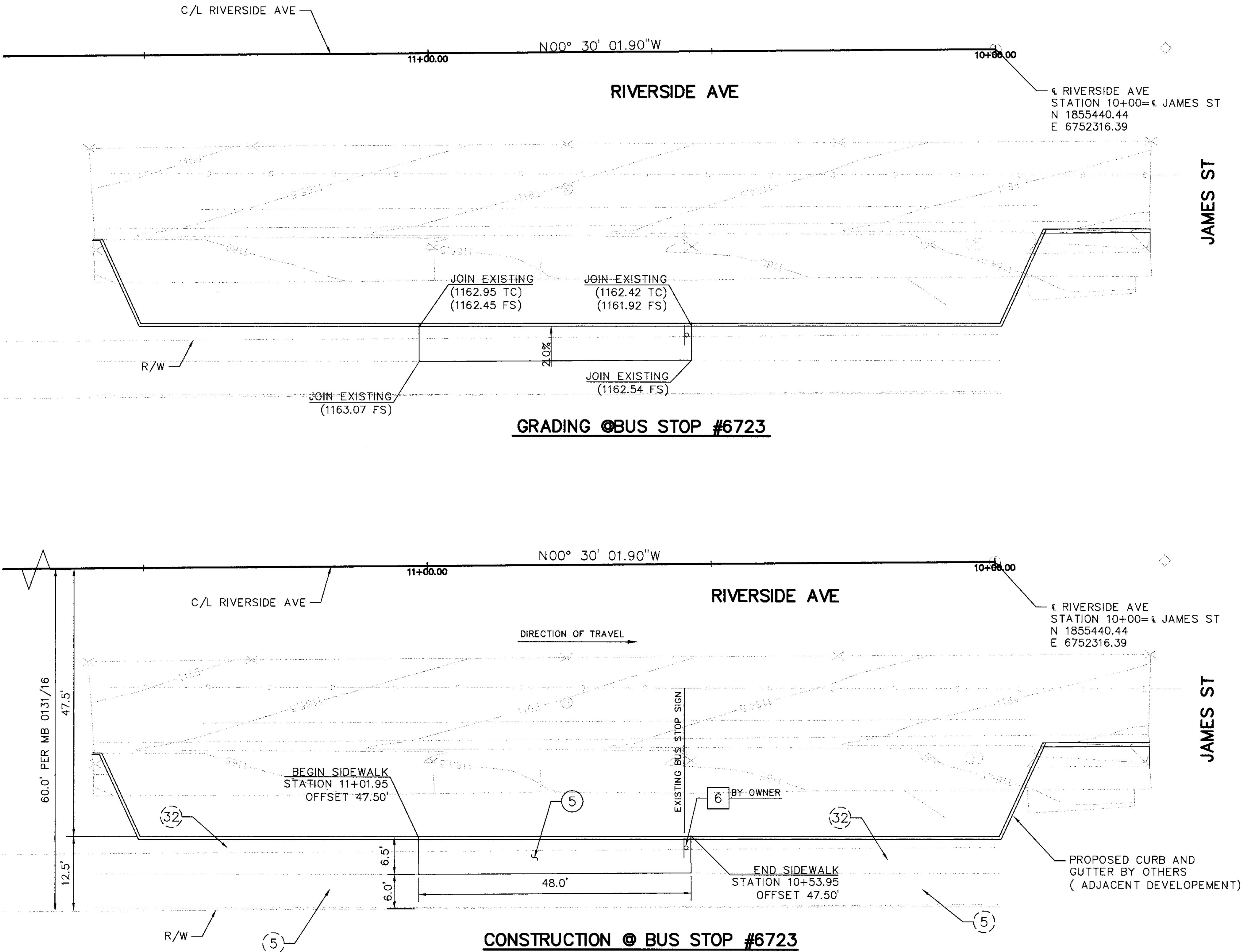
1. REFER TO DRAWING SP005-R FOR TYPICAL SECTION.
2. REFER TO DRAWINGS SP006-R AND SP007-R FOR DETAILS.

CONSTRUCTION SYMBOLS:

- CONSTRUCT ○ PROTECT IN PLACE
△ REMOVE □ EXISTING TO REMAIN
⬡ RELOCATE EXISTING
□ REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

1. CONSTRUCT 1" AC PAVEMENT OVER 1" C.A.B. (CLASS II)
2. CURB & GUTTER PER CITY STANDARD NO.SC-200
3. CURB, GUTTER & SIDEWALK PER CITY/COUNTY STD NO.SC-201
4. CURB PER CITY STANDARD NO. SC-202
5. SIDEWALK PER CITY STANDARD NO. S-106
6. BUS STOP SIGN
7. AC PAVEMENT
8. ELECTRICAL JUNCTION BOX
9. 1'-0" WIDE GROOVES PER CALTRANS STANDARD A88A
10. CONFORM TO EXISTING PAVEMENT
11. GAS METER
12. GAS VALVE
13. STREET LIGHT POLE
14. MAILBOX
15. TRAFFIC SIGNAL CABINET
16. VALVE
17. ELECTRICAL MANHOLE
18. TRAFFIC SIGNAL JUNCTION BOX
19. SIGN
20. WATER METER
21. WATER VALVE
22. ELECTRICAL CABINET/CABLE
23. TREE
24. GRASS
25. TV/ELECTRICAL VAULT
26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING



UNDERGROUND SERVICE ALERT CALL-TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG					PREPARED UNDER THE SUPERVISION OF: M. SATISH ENGINEER'S NAME, RCE C48546, EXP. 06/30/2018 RECOMMENDED FOR APPROVAL LONNY YOUNG 43276 APPROVED BY: ROBERT G. EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54931	1/10/2017 DATE	PREPARED BY:	 9130 Anaheim Pl, Suite 210 Rancho Cucamonga, CA 91730-8566 www.stvinc.com	CITY OF RIALTO BUS STOP IMPROVEMENTS RIVERSIDE AVE STREET IMPROVEMENT PLAN	7 OF 8 SHEETS	
	MARK	REVISIONS	APPR.		DATE	BENCH MARK: FOUND 1" PIPE ON CENTER LINE OF RIVERSIDE AVE, COORDINATES: N=1855440.445 E=6752316.360 ELEVATION=1164.389'	FOR: BUS STOP 6723				PLAN No. SR-0909
DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON											

GENERAL NOTES:

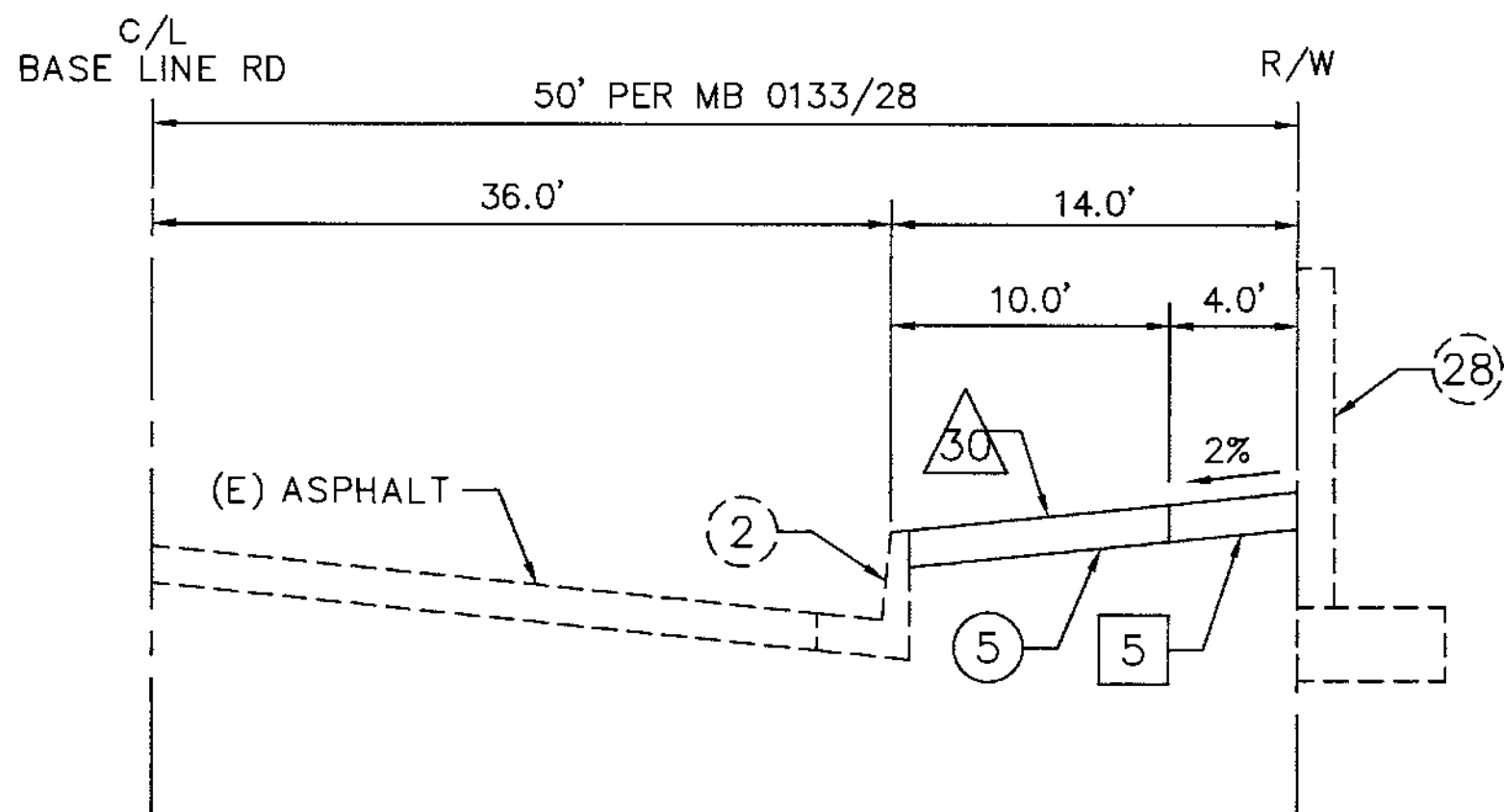
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2. ALL SECTIONS ON THIS DRAWING ARE NOT TO SCALE.

CONSTRUCTION SYMBOLS:

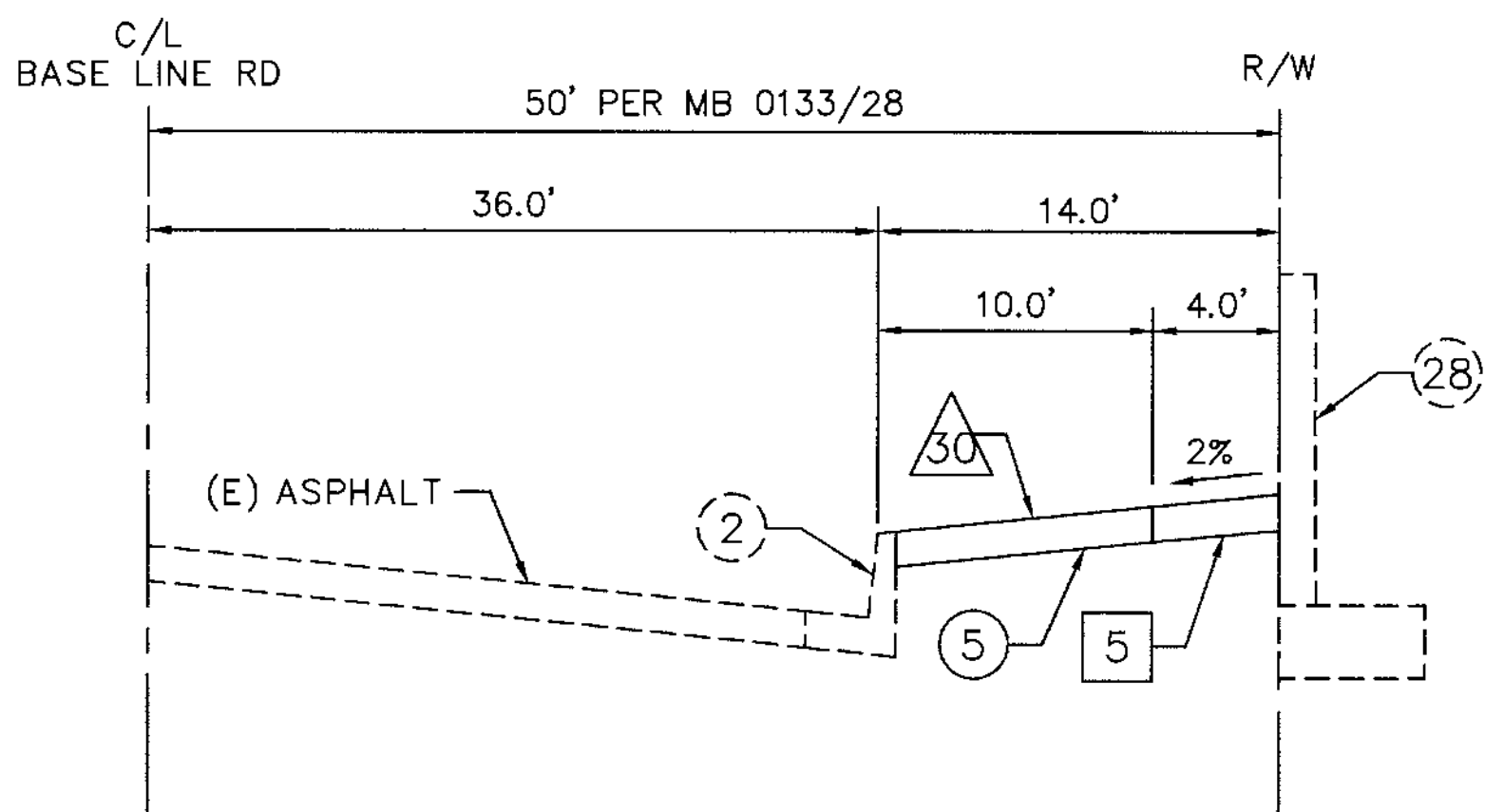
- CONSTRUCT ○ PROTECT IN PLACE
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⬡ RELOCATE EXISTING
□ REMOVE AND CONSTRUCT

CONSTRUCTION NOTES:

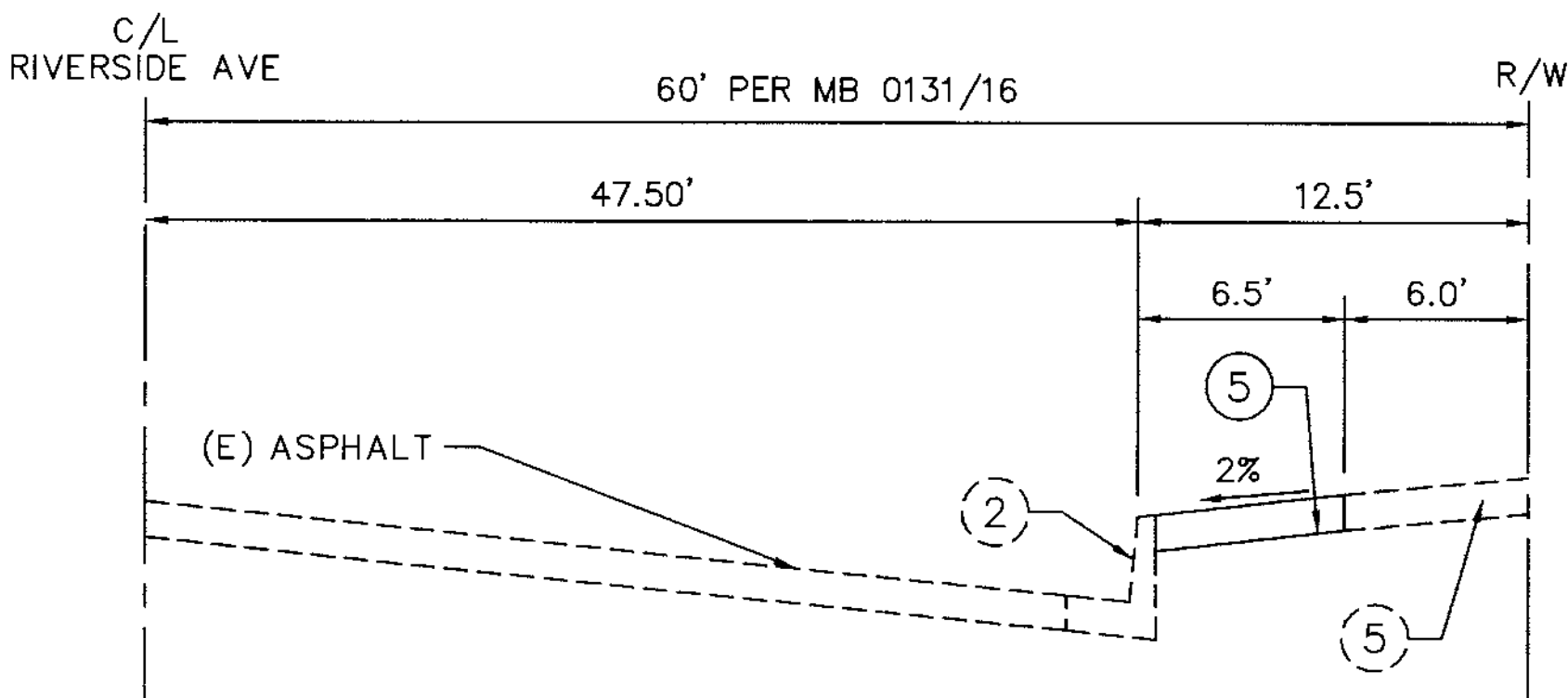
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26. FIBER OPTIC PEDESTAL
27. BENCH
28. RETAINING WALL
29. TELEPHONE PEDESTAL
30. DIRT
31. CONCRETE BUS PAD
32. LANDSCAPING



SECTION @ BUS STOP #6373

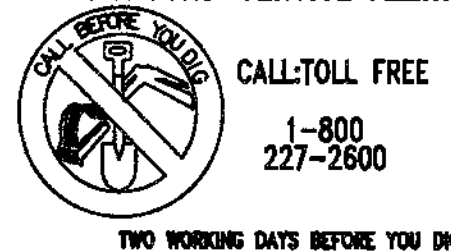


SECTION @ BUS STOP #6374

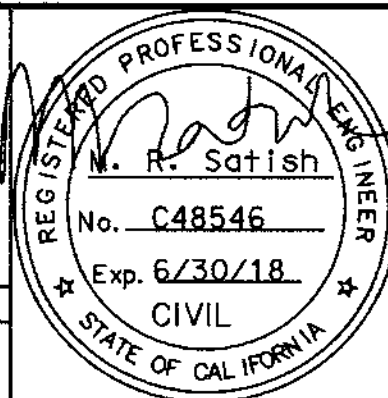


SECTION @ BUS STOP #6723

UNDERGROUND SERVICE ALERT



MARK REVISIONS APPR. DATE
DESIGNED BY: R. NAFAR DRAWN BY: R. NAFAR CHECKED BY: J. DAVIDSON



PREPARED UNDER THE SUPERVISION OF:
M. SATISH 1/10/2017 DATE
ENGINEER'S NAME, RCE C48546, EXP. 06/30/2018
RECOMMENDED FOR APPROVAL
LONNY YOUNG 43216 12/1/2017 DATE
APPROVED BY:
ROBERT G. EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54931 1/3/18 DATE

PREPARED BY:
STV 100 Years
9130 Anaheim Pl, Suite 210
Rancho Cucamonga, CA 91730-8566
www.stvinc.com

BENCH MARK:

CITY OF RIALTO
BUS STOP IMPROVEMENTS
SECTIONS
CITY OF RIALTO

FOR: Omnitrans PLAN No. ST-0909
8 OF 8 SHEETS

Attachment B

REGULATORY REQUIREMENT

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REGULATORY REQUIREMENTS

*** Marks Required Subcontract Provisions that must flow down to all subcontracts as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein.**

RR-01

ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Omnitrans to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Omnitrans;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Omnitrans.

C. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Omnitrans Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

RR-02
DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03
WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

- B.** Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

RR-04
PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

- B.** Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Omnitrans business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of Omnitrans and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Omnitrans use and disclosure of its records are governed by this Act. Omnitrans will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Omnitrans. Omnitrans will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C.** In the event of litigation concerning the disclosure of any Records, Omnitrans sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a

court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Omnitrans harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05

ACCESS TO RECORDS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Omnitrans, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Omnitrans, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Omnitrans, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06

FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised March 18, 2013 (including any changes), and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Omnitrans requests which would cause Omnitrans to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Omnitrans and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Omnitrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract collectively “Federal Requirements”. These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07

ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08

CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

- B. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national

origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (d) Contractor shall include these requirements in each subcontract, modified only if necessary to identify parties, as required by Federal regulations.

RR-09**NO GOVERNMENT OBLIGATION TO THIRD PARTIES *****A. Applicability**

This Article applies to all federally funded contracts.

- B. Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Omnitrans, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *****A. Applicability**

This Article applies to all federally funded contracts.

- B. The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11

SUSPENSION AND DEBARMENT*

A. **Applicability**

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract. This certification is a material representation of fact relied upon by Omnitrans. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Omnitrans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

RR-12

RECYCLED PRODUCTS

A. **Applicability**

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B. To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.
- C. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

RR-13

CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Omnitrans. Omnitrans will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

- D. Contractor shall include this Article in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

RR-14

COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over \$100,000.

- B. The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with

non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Omnitrans.

RR-15

BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over \$150,000 and to contracts over \$150,000 for materials & supplies for steel, iron, or manufactured products.

- B. Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Omnitrans may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

- C. FTA requires a Buy America certification to be submitted with the proposal, or the proposal shall be considered non-responsive.

RR-16

CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Omnitrans (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17 FLY AMERICA

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over \$2,000 (including ferry vessels), rolling stock purchases over \$2,500 and to operations/management contracts over \$2,500 (except transportation services)

- B. Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor's contracting for any part of the Contract work shall comply with the following:
1. **Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph (1) of this Article Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Article, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Article.
 3. **Withholding for unpaid wages and liquidated damages** – Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Article.
 4. **Subcontracts** – Contractor or Subcontractor shall insert this Article in any Subcontracts and also an Article requiring the Subcontractors to include this Article in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with this Article.
 5. **Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Omnitrans and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract

for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

Disadvantaged Business Enterprises

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The agency's overall goal for DBE participation is 3.3%.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Omnitrans deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid concurrent with and accompanying an initial proposal prior to award:
 - 1. The names and addresses of DBE firms that will participate in this contract;
 - 2. A description of the work each DBE will perform;
 - 3. The dollar amount of the participation of each DBE firm participating;
 - 4. Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - 6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness with initial proposals prior to contract award] (see 49 CFR 26.53(3)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's

receipt of payment for that work from the Omnitrans. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to his contract is satisfactorily completed.

- E. Contractor must promptly notify Omnitrans whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Omnitrans.

RR-20

ADA ACCESS

A. Applicability

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

RR-21

ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all “contractors” that have “covered employees” that perform “safety sensitive functions” as those terms are defined in the regulations.

C. Certificate of Compliance

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Omnitrans, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor shall annually certify its compliance with Parts 653 and 65. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Omnitrans property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.fta.dot.gov/DrugAndAlcohol/default.asp>

TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C, and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a) (2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Omnitrans under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Omnitrans, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area

Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Omnitrans, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor's failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

**RR-23
BONDING REQUIREMENTS**

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to ten (10) percent of the bid price. The "bid guarantees" shall consist of a firm commitment and may be in any of the following forms: (a) cash; (b) cashier's check payment to Omnitrans; (c) a certified check payable to the city; or (d) a bidder's bond executed by an admitted surety insurer. Such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

**RR-24
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are

incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be

classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (v) (B) or (C) of this section, shall be paid to all workers performing work in the Classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - Omnitrans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Omnitrans may, after written notice to

the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Omnitrans for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship

program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

RR-25

PRIVACY ACT - 5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to 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, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that 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 contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

RR- 26

TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** Omnitrans may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Omnitrans to be paid the Contractor. If the Contractor has any property in its possession belonging to the Omnitrans, the Contractor will account for the same, and dispose of it in the manner the Omnitrans directs.
- b. **Opportunity to Cure (General Provision)** Omnitrans in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the

notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Omnitrans' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Omnitrans setting forth the nature of said breach or default, Omnitrans shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Omnitrans from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- c. **Waiver of Remedies for any Breach** In the event that Omnitrans elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Omnitrans shall not limit Omnitrans remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- d. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Omnitrans may terminate this contract for default. Omnitrans shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Omnitrans may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Omnitrans resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Omnitrans in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies Omnitrans in writing of the causes of delay. If in the judgment of Omnitrans, the delay is excusable, the time for completing the work shall be extended. The judgment of Omnitrans shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Omnitrans.

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SEISMIC SAFETY REQUIREMENTS 42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RR-28

BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18 FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Omnitrans. This decision shall be

final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Omnitrans Construction Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Omnitrans Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Omnitrans, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Omnitrans and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Omnitrans is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Omnitrans, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

RR-29

VETERANS PREFERENCE

Veterans Employment. Contractors working on a capital project funded using FTA assistance shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

END OF REGULATORY REQUIREMENTS

ATTACHMENT C – 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 attached or available on the internet at:

www.dir.ca.gov/DLSR/statistics_research.html

and

www.access.gpo.gov/davisbacon/.

Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Invitation for Bids. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate **MUST BE PAID**.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN BERNARDINO COUNTY
DETERMINATION: SBR-2017-2

DETERMINATION: SBR-2017-2			EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)		ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	8/22/2017	04/30/2018**	A 39.070	8.000	6.570	-	B 0.850	0.450	C 8.0	54.940	D 74.470	D 74.470	94.010
#	BRICKLAYER: MASON FINISHER	8/22/2017	04/30/2018*	A 27.940	8.000	7.430	-	B 0.750	0.450	C 8.0	44.570	D 58.540	D 58.540	72.510
# E	BRICK TENDER	8/22/2017	06/30/2018**	31.360	7.120	7.530	F 4.100	0.650	0.440	C 8.0	51.200	66.880	66.880	82.560
#	BRICK TENDER: FORKLIFT OPERATOR	8/22/2017	06/30/2018**	31.810	7.120	7.530	F 4.100	0.650	0.440	C 8.0	51.650	67.560	67.560	83.460
#	CARPET, LINOLEUM, RESILIENT TILE LAYER	8/22/2017	04/30/2018**	G 32.350	5.330	6.550	2.050	0.630	0.280	8.0	47.190	63.360	H 63.360	79.540
I	MATERIAL HANDLER	8/22/2017	12/31/2017**	G 10.500	5.330	2.390	0.550	0.630	0.180	8.0	19.580	24.830	J 24.830	30.080
#	DRYWALL FINISHER													
	DRYWALL FINISHER	2/22/2017	09/30/2017**	G 37.180	8.050	6.130	3.070	0.670	0.570	8.0	55.670	74.260	K 74.260	92.850
#	ELECTRICIAN:													
	COMM & SYSTEM INSTALLER	2/22/2017	12/31/2017**	30.540	9.000	L 4.100	-	0.650	M 0.250	8.0	45.460	N 61.180	N 61.180	76.910
O	INSIDE WIREMAN - ZONE A	8/22/2017	05/27/2018**	P 37.290	9.970	L 12.640	-	0.680	Q 0.520	8.0	62.500	R 81.960	R 81.960	101.430
O	CABLE SPLICER - ZONE A	8/22/2017	05/27/2018**	P 38.790	9.970	L 12.640	-	0.680	Q 0.550	8.0	64.070	R 84.330	R 84.330	104.580
O	TUNNEL WIREMAN - ZONE A	8/22/2017	05/27/2018**	P 41.020	9.970	L 12.640	-	0.680	Q 0.570	8.0	66.390	R 87.800	R 87.800	109.210
#	FIELD SURVEYOR:													
S	CHIEF OF PARTY (018.167-010)	8/22/2017	09/30/2017**	46.710	11.450	9.650	F 4.520	1.050	0.150	8.0	73.530	N 96.890	N 96.890	120.240
S	INSTRUMENTMAN (018.167-034)	8/22/2017	09/30/2017**	44.210	11.450	9.650	F 4.350	1.050	0.150	8.0	70.860	N 92.970	N 92.970	115.070
S	CHAINMAN/RODMAN (869.567-010)	8/22/2017	09/30/2017**	43.630	11.450	9.650	F 4.300	1.050	0.150	8.0	70.230	N 92.040	N 92.040	113.860
#	GLAZIER	8/22/2017	05/31/2018**	T 42.950	U 7.250	14.210	V -	0.770	0.630	8.0	65.810	W 86.290	W 86.290	106.760
#	MARBLE FINISHER	8/22/2017	05/31/2018**	X 30.930	9.250	2.830	-	0.870	0.330	8.0	44.210	Y 59.670	Z 59.670	AA 75.140
#	PAINTER													
AB	INDUSTRIAL PAINTER	8/22/2017	12/31/2017**	P 32.520	8.250	3.040	2.200	0.700	0.910	8.0	47.620	AC 63.880	AC 63.880	AC 63.880
#	PAINTER:													
AB	PAINTER, LEAD ABATEMENT	8/22/2017	12/31/2017**	P 31.120	8.250	3.040	2.050	0.600	0.910	8.0	45.970	AC 61.530	AC 61.530	AC 61.530
AB	REPAINT PAINTER, LEAD ABATEMENT	8/22/2017	12/31/2017**	P 27.590	8.250	3.040	1.990	0.600	0.910	8.0	42.380	AD 56.180	AD 56.180	AD 56.180
AB	INDUSTRIAL REPAINT PAINTER	8/22/2017	12/31/2017**	P 28.840	8.250	3.040	2.130	0.700	0.910	8.0	43.870	AD 58.290	AD 58.290	AD 58.290
#	PLASTERER	8/22/2017	07/31/2018*	35.610	9.130	4.590	AE 5.650	0.730	0.990	AF 8.0	56.700	AC 74.510	AG 74.510	92.310
# AH	PLASTER TENDER	8/22/2017	08/07/2018*	35.050	7.120	6.930	AE 5.120	1.020	0.960	8.0	56.200	AI 73.720	AJ 73.720	91.250
	PLASTER CLEAN-UP LABORER	8/22/2017	08/07/2018*	32.500	7.120	6.930	AE 5.120	1.020	0.960	8.0	53.650	AI 69.900	AJ 69.900	86.150
#	PLUMBER:													
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2017	08/31/2018**	AK 46.030	8.160	AL 11.500	AM 3.250	1.950	AN 1.250	8.0	72.140	D 95.930	D 95.930	118.100
	SEWER AND STORM DRAIN PIPELAYER	8/22/2017	08/31/2018**	AK 35.170	8.050	AL 8.650	AM 1.220	1.680	AN 1.250	8.0	56.020	73.370	AO 73.370	90.100
AP	SEWER AND STORM DRAIN PIPE TRADESMAN	8/22/2017	08/31/2018**	AK 18.130	8.050	0.380	-	1.110	AN 1.100	8.0	28.770	36.980	AO 36.980	45.200
	SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	8/22/2017	08/31/2018**	AK 44.510	8.160	AL 11.190	AM 3.250	1.280	AN 1.250	8.0	69.640	92.670	AQ 92.670	AR 114.080
	LANDSCAPE/IRRIGATION FITTER	8/22/2017	08/31/2018**	X 29.590	8.160	AL 11.500	AM 2.710	1.340	AN 1.050	AO 8.0	54.350	70.500	70.500	85.300
AS	LANDSCAPE/IRRIGATION TRADESMAN	8/22/2017	08/31/2018**	X 14.110	3.000	AL 0.880	-	0.100	AN 0.850	AO 8.0	18.940	26.000	26.000	33.050

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN BERNARDINO COUNTY
DETERMINATION: SBR-2017-2

			EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
AT FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2017	12/31/2017**	38.280	9.170	AU 11.360	-	0.470	0.250	8.0	59.530	78.670	78.670	97.810
AV FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2017	08/31/2017*	39.660	9.170	14.450	AW -	1.350	AX 0.550	8.0	65.180	85.010	AY 85.010	104.840
# ROOFER	8/22/2017	07/31/2018**	AZ 37.070	8.060	BA 7.570	BB -	0.510	BC 0.630	8.0	53.840	D 70.500	D 70.500	87.160
PITCH WORK	8/22/2017	07/31/2018**	AZ 38.820	8.060	BA 7.570	BB -	0.510	BC 0.630	8.0	55.590	D 73.130	D 73.130	90.660
PREPARER	8/22/2017	07/31/2018**	AZ 38.070	8.060	BA 7.570	BB -	0.510	BC 0.630	8.0	54.840	D 72.000	D 72.000	89.160
# SHEET METAL WORKER	8/22/2017	06/30/2018**	P 42.780	10.370	BD 16.790	-	0.820	0.650	8.0	71.410	BE 92.800	BE 92.800	114.190
# TERRAZZO FINISHER	8/22/2017	08/31/2018**	G 29.750	8.750	3.530	AW -	0.630	0.260	AO 8.0	42.920	Y 57.790	BF 57.790	AA 72.670
# TERRAZZO WORKER	8/22/2017	08/31/2018**	G 36.750	9.250	3.860	AW -	0.710	0.260	AO 8.0	50.830	Y 69.210	BF 69.210	AA 87.580
# TILE FINISHER	8/22/2017	05/31/2018**	X 25.980	8.430	2.000	-	0.800	0.280	8.0	37.490	Y 50.480	Z 50.480	AA 63.470
# TILE LAYER	8/22/2017	05/31/2018**	X 37.760	9.250	6.140	-	0.980	0.370	8.0	54.500	Y 73.380	Z 73.380	AA 92.260

[FOOTNOTES](#)

LOCALITY: SAN BERNARDINO COUNTY
DETERMINATION: SBR-2017-2

			INCREASE 1			INCREASE 2			INCREASE 3			INCREASE 4			INCREASE 5			INCREASE 6			INCREASE 7			INCREASE 8		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE		
B	BRICKLAYER, STONEMASON, MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	8/22/2017	04/30/2018**	5/1/2018	\$1.78 A	5/1/2019	\$1.88 A	5/1/2020	\$1.96 A																	
	BRICK TENDER	8/22/2017	06/30/2018**	7/1/2018	\$1.60 A	7/1/2019	\$1.60 A	7/1/2020	\$1.55 A																	
	BRICK TENDER: FORKLIFT OPERATOR	8/22/2017	06/30/2018**	7/1/2018	\$1.60 A	7/1/2019	\$1.60 A	7/1/2020	\$1.55 A																	
	CARPET, LINOLEUM, RESILIENT TILE LAYER	8/22/2017	04/30/2018**	5/1/2018	\$1.50 C	1/1/2019	\$1.50 C																			
D	MATERIAL HANDLER	8/22/2017	12/31/2017**	1/1/2018	\$0.50 E																					
	DRYWALL FINISHER																									
	DRYWALL FINISHER	2/22/2017	09/30/2017**	10/1/2017	\$2.15 F	10/1/2018	\$2.35 G	10/1/2019	\$2.40 A																	
	ELECTRICIAN:																									
	COMM & SYSTEM INSTALLER	2/22/2017	12/31/2017**	1/1/2018	\$1.75 A	1/1/2019	\$2.00 A																			
H	INSIDE WIREMAN - ZONE A	8/22/2017	05/27/2018**	5/28/2018	\$1.95 A	5/27/2019	\$2.00 A																			
H	CABLE SPLICER - ZONE A	8/22/2017	05/27/2018**	5/28/2018	\$1.95 A	5/27/2019	\$2.00 A																			
H	TUNNEL WIREMAN - ZONE A	8/22/2017	05/27/2018**	5/28/2018	\$1.95 A	5/27/2019	\$2.00 A																			
	FIELD SURVEYOR:																									
I	CHIEF OF PARTY (018.167-010)	8/22/2017	09/30/2017**	10/1/2017	\$2.30 J	10/1/2018	\$2.30 A																			
I	INSTRUMENTMAN (018.167-034)	8/22/2017	09/30/2017**	10/1/2017	\$2.30 J	10/1/2018	\$2.30 A																			
I	CHAINMAN/RODMAN (869.567-010)	8/22/2017	09/30/2017**	10/1/2017	\$2.30 J	10/1/2018	\$2.30 A																			
	GLAZIER	8/22/2017	05/31/2018**	6/1/2018	\$2.68 K	6/1/2019	\$2.77 L	1/1/2020	-\$3.46 M																	
	MARBLE FINISHER	8/22/2017	05/31/2018**	6/1/2018	\$1.85 A	6/1/2019	\$1.85 A																			
	PAINTER																									
N	INDUSTRIAL PAINTER	8/22/2017	12/31/2017**	1/1/2018	\$0.20 O	7/1/2018	\$1.05 P																			
	PAINTER:																									
N	PAINTER, LEAD ABATEMENT	8/22/2017	12/31/2017**	1/1/2018	\$0.20 O	7/1/2018	\$0.90 Q																			
N	REPAIR PAINTER, LEAD ABATEMENT	8/22/2017	12/31/2017**	1/1/2018	\$0.20 O	7/1/2018	\$0.90 Q																			
N	INDUSTRIAL REPAINT PAINTER	8/22/2017	12/31/2017**	1/1/2018	\$0.20 O	7/1/2018	\$1.05 P																			
	PLUMBER:																									
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	8/22/2017	08/31/2018**	9/1/2018	\$2.16 A	9/1/2019	\$2.01 A	9/1/2020	\$2.01 A	9/1/2021	\$2.26 A	9/1/2022	\$2.26 A	9/1/2023	\$2.35 A	9/1/2024	\$2.50 A	9/1/2025								
	SEWER AND STORM DRAIN PIPELAYER	8/22/2017	08/31/2018**	9/1/2018	\$2.16 A	9/1/2019	\$2.01 A	9/1/2020	\$2.01 A	9/1/2021	\$2.26 A	9/1/2022	\$2.26 A	9/1/2023	\$2.35 A	9/1/2024	\$2.50 A	9/1/2025								
R	SEWER AND STORM DRAIN FIRE TRADESMAN	8/22/2017	08/31/2018**	9/1/2018	\$0.86 A	9/1/2019	\$0.80 A	9/1/2020	\$0.80 A	9/1/2021	\$0.90 A	9/1/2022	\$0.90 A	9/1/2023	\$0.94 A	9/1/2024	\$1.00 A	9/1/2025								
	SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	8/22/2017	08/31/2018**	9/1/2018	\$2.16 A	9/1/2019	\$2.01 A	9/1/2020	\$2.01 A	9/1/2021	\$2.26 A	9/1/2022	\$2.26 A	9/1/2023	\$2.35 A	9/1/2024	\$2.50 A	9/1/2025								
	LANDSCAPE/IRRIGATION FITTER	8/22/2017	08/31/2018**	9/1/2018	\$2.16 A	9/1/2019	\$2.01 A	9/1/2020	\$2.01 A	9/1/2021	\$2.26 A	9/1/2022	\$2.26 A	9/1/2023	\$2.35 A	9/1/2024	\$2.50 A	9/1/2025								
S	LANDSCAPE/IRRIGATION TRADESMAN	8/22/2017	08/31/2018**	9/1/2018	\$0.56 A	9/1/2019	\$0.52 A	9/1/2020	\$0.52 A	9/1/2021	\$0.59 A	9/1/2022	\$0.59 A	9/1/2023	\$0.61 A	9/1/2024	\$0.65 A	9/1/2025								
	LINE WORKER/ FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2017	12/31/2017**	1/1/2018	\$0.70 U	4/1/2018	\$1.75 V	1/1/2019	\$0.55 W																	
T	ROOFER	8/22/2017	07/31/2018**	8/1/2018	\$1.85 X	8/1/2019	\$1.90 Y																			
	PITCH WORK	8/22/2017	07/31/2018**	8/1/2018	\$1.85 X	8/1/2019	\$1.90 Y																			
	PREPARER	8/22/2017	07/31/2018**	8/1/2018	\$1.85 X	8/1/2019	\$1.90 Y																			

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN BERNARDINO COUNTY
 DETERMINATION: SBR-2017-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7		INCREASE 8	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
SHEET METAL WORKER	8/22/2017	06/30/2018**	7/1/2018	\$2.00 A	7/1/2019	\$2.00 A												
TERRAZZO FINISHER	8/22/2017	08/31/2018**	9/1/2018	\$2.00 A														
TERRAZZO WORKER	8/22/2017	08/31/2018**	9/1/2018	\$2.00 A														
TILE FINISHER	8/22/2017	05/31/2018**	6/1/2018	\$1.85 A	6/1/2019	\$1.85 A												
TILE LAYER	8/22/2017	05/31/2018**	6/1/2018	\$2.15 A	6/1/2019	\$2.15 A												

[FOOTNOTES](#)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2017-2

THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT

- A (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- B THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- C \$1.50 TO THE BASIC HOURLY RATE.
- D A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- E \$0.50 TO BASIC HOURLY RATE
- F \$1.40 TO THE BASIC HOURLY RATE, \$0.40 TO HEALTH & WELFARE, \$0.25 TO PENSION AND \$0.10 TO OTHER PAYMENTS.
- G \$1.60 TO THE BASIC HOURLY RATE, \$0.40 TO HEALTH & WELFARE, \$0.25 TO PENSION AND \$0.10 TO OTHER PAYMENTS.
- H ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL \$12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.
- I DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- J \$2.15 TO THE BASIC HOURLY RATE, \$0.10 TO VACATION & HOLIDAY (SUPPLEMENTAL DUES), AND \$0.05 TO TRAINING.
- K \$0.25 TO H&W, \$1.10 TO PENSION, \$0.08 TO OTHER AND \$1.25 TO BE ALLOCATED TO WAGES AND/OR FRINGES.
- L \$0.25 TO H&W, \$1.10 TO PENSION, \$0.17 TO OTHER AND \$1.25 TO BE ALLOCATED TO WAGES AND/OR FRINGES.
- M \$3.46 DECREASE TO PENSION.
- N AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- O \$0.20 TO HEALTH AND WELFARE.
- P \$0.40 TO HEALTH AND WELFARE AND \$0.65 TO WAGES AND/OR FRINGES.
- Q \$0.40 TO HEALTH AND WELFARE AND \$0.50 TO WAGES AND/OR FRINGES.
- R PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2017-2

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP). TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- G INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- H RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- I A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- J RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- K RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- L IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- M INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- N RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- O ZONE A IS DEFINED AS THE PORTION OF THE COUNTY 80 ROAD MILES FROM U.S. POST OFFICE, 455 W. ORANGE SHOW ROAD, SAN BERNARDINO. ZONE B IS DEFINED AS ANY WORK OUTSIDE OF ZONE A (80 MILE FREE ZONE) WHICH REQUIRES AN ADDITIONAL \$12.00 PER HOUR FOR TRAVEL/SUBSISTENCE. PAY SHALL BE ON A SEPARATE CHECK.
- P INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- Q IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.28 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- R RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. ALL OVERTIME WORKED DAILY OR ON SATURDAYS, FOR SERVICE AND REPAIR WORK OTHER THAN NEW WORK, MAY BE PAID AT THE RATE OF TIME AND ONE-HALF.
- S DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- T INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$2.00 OF VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- U INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- V INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- W RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- X INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- Y RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- Z RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AA RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AB AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AC DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AD ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AE INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2017-2

AF SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.

AG RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AH THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.

AI ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.

AJ RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

AK INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AL INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.

AM FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

AN INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.

AO SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AP PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

AQ SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

AR DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.

AS TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.

AT RATE APPLIES TO REMAINDER OF COUNTY.

AU INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

AV APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.

AW INCLUDED IN STRAIGHT-TIME HOURLY RATE.

AX AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.

AY RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.

AZ INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.

BA INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.

BB INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME

BC INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.

BD PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

BE RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE.

BF SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

BF RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2017-2

ISSUE DATE: August 22, 2017

EXPIRATION DATE OF DETERMINATION: July 31, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday

CLASSIFICATION GROUPS

Group 1	\$33.19	7.12	7.53	4.59	0.69	0.61	8	53.73	70.325	70.325	86.920
Group 2	33.74	7.12	7.53	4.59	0.69	0.61	8	54.28	71.150	71.150	88.020
Group 3	34.29	7.12	7.53	4.59	0.69	0.61	8	54.83	71.975	71.975	89.120
Group 4	35.84	7.12	7.53	4.59	0.69	0.61	8	56.38	74.300	74.300	92.220
Group 5	36.19	7.12	7.53	4.59	0.69	0.61	8	56.73	74.825	74.825	92.920

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer-Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
Guinea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type
Brush Shredders
Underground Laborer, including Caisson Bellow

GROUP 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Barko, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2 1/2 ft. drill steel or longer
Dri Pak-it Machine
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
High Scaler (including drilling of same)
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader
Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
Subsurface Imaging Laborer
Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: SC-23-203-2-2017-1

ISSUE DATE: August 22, 2017

EXPIRATION DATE OF DETERMINATION: June 30, 2018** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday/ Holiday 2X
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$34.50	7.77	8.86	6.71 ^b	0.64	0.27	8	58.75	76.00 ^c	76.00 ^c	93.25
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$34.62	7.77	8.86	6.71 ^b	0.64	0.27	8	58.87	76.18 ^c	76.18 ^c	93.49
Floating and Troweling Machine Operator	\$34.75	7.77	8.86	6.71 ^b	0.64	0.27	8	59.00	76.375 ^c	76.375 ^c	93.75

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

^b Includes an amount for supplemental dues.

^c Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**ATTACHMENT D – GENERAL PROVISIONS
MKP18-80
BUS STOP IMPROVEMENTS PROJECT
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BUS STOP IMPROVEMENTS PROJECT

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1. SCHEDULE OF VALUES

Within 15 calendar days after "Notice to Proceed," the Contractor shall, upon request by Omnitrans, submit a Schedule of Values of the lump sum Bid entered on the Bid Form for all construction work. This Schedule of Values 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 Omnitrans. Bonds and insurance costs will be identified as a separate line item. Such Schedule of Values shall not be required if Omnitrans, 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 Omnitrans' acceptance of all work.

2. PROGRESS PAYMENTS

a. Invoicing Instructions and Requirements:

- 1) Contractor shall invoice Omnitrans monthly based upon the Schedule of Values.
- 2) Invoices shall be separately numbered and sent to Omnitrans at the address listed below:

Omnitrans
1700 West Fifth Street
San Bernardino, California 92411
Attn: AccountsPayables@omnitrans.org and contracts@omnitrans.org

- 3) The Contractor is required to submit a Conditional Waiver and Release Upon Partial Payment with each invoice. The Contractor must submit the Contractor Final Release with the final invoice. In addition, the Contractor shall submit a completed Disadvantaged Business Enterprise (DBE) form with each payment application.

b. For capital projects, Omnitrans pays invoices on the first Thursday of each month.

- 1) Subject to verification of receipt, accuracy, and quality of orders, invoices received will be paid on the first Thursday of the month after the received date of an invoice.
- 2) If received within the 10 days prior to the first Thursday of the month, payment may be delayed to the following month.

c. In no event shall Omnitrans be obligated to make any payment on account of the Services which would cause the total amount paid to Contractor to exceed that not-to-exceed amount set forth above unless the Contract is amended through a Change Order.

d. For purposes of calculating the progress payments, Omnitrans will use the Schedule of Values submitted by the Contractor at the start of this Agreement. In no event will Omnitrans 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.

- e. Omnitrans will pay only 95% of each progress payment amount as determined above, retaining 5% as part security for the fulfillment of this Agreement by the Contractor. Unless otherwise required by law, the final payment of five percent (5%) of the value of the total price of this Agreement, if unencumbered, shall be paid no later than sixty (60) days after the date of recordation of the Notice of Completion.
- f. No progress payments will be made for materials not installed.
- g. Progress payments made by Omnitrans in no way shall be deemed or construed as acceptance by Omnitrans of work or waiver by Omnitrans of any rights hereunder.
- h. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against Omnitrans arising from this Agreement.
- i. The Contractor shall pay subcontractors, promptly upon receipt of each Omnitrans 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 Omnitrans of any payment less than the amount or percentage approved for the class or item of work as set forth in this Agreement.
- j. In addition to other amounts properly withheld under this Agreement, Omnitrans shall withhold all legally required sums for, but not necessarily limited to, stop payment notices, labor and tax liens, etc.

3. **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 Omnitrans 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, Omnitrans will make a final inspection of the work and will either:

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

Substantial Completion is defined herein as; In the opinion of Omnitrans, that Work or portion thereof that is sufficiently complete and in accordance with the Contract, that it can be utilized by Omnitrans 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 Omnitrans ability to safely occupy and utilize the Work for its intended purpose.

4. FINAL PAYMENT

- a. After the filing of the Notice of Completion, Omnitrans 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 Omnitrans 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.
- b. On the Contractor's approval, or if he files no claim within stated period, Omnitrans 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 Omnitrans 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.
- c. If the Contractor within said period of 15 days files claims, Omnitrans 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, Omnitrans 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.
- d. Upon final determination of any outstanding claims, Omnitrans shall then make and issue a final estimate in writing and within 30 days thereafter, Omnitrans 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.

5. MODIFICATION TO SPECIFICATION (CHANGE ORDERS) AND SCOPE OF WORK

- a. Modifications to the Specifications and or Scope of Work
 - 1) Omnitrans may, from time to time, make changes to the Specifications and or Scope of Work under the Contract, through a Change Order.
 - 2) A Change Order shall not modify the overall purpose of the Contract.
 - 3) At any time during the term of the Contract, Omnitrans may order Additional Services to be performed by the Contractor by a Change Order.
 - 4) *Additional Services* are defined as services that were not contained in the Contract and are determined by Omnitrans to be necessary, and where a reasonable relationship to the services originally described in the Contract exists.

- 5) Contractor shall not be entitled to make any changes in the services or perform any Additional Services unless authorized, in advance, by written Change Order.
- 6) Contractor shall continue performance of the Scope of Work as modified by the Change Order upon receipt of a Change Order approved by Omnitrans.
- 7) Contractor and Owner hereby agree and acknowledge that execution of the Change Order constitutes a mutual accord and satisfaction as to the work covered hereby. Contractor specifically waives and releases: any and all claims; rights or interest; including, but not limited to, those for: impact; disruption; loss of efficiency; "ripple"; other extraordinary; or consequential costs, arising directly or indirectly out of the work described in this Change Order, except as specifically included herein.

b. Authorization of Additional Work

- 1) Authorization to make changes to the Specifications and or Scope of Work under the Contract shall be completed through a written Change Order.
- 2) Persons authorized to make those changes will exclusively be:
Contractor: the person whose duly authorized signature appears on the PROPOSAL documents and has authority to legally bind the firm.
Omnitrans: CEO/General Manager.
- 3) Either Omnitrans or Contractor may designate other persons as agreed upon in writing or as designated herein.
- 4) For the purposes of this contract, temporary work ordered for special occasions that is not meant to affect the overall purpose and intent of this contract will be issued by Omnitrans under a separate contract and or purchase order. Any such additional work will be under the terms and conditions of that contract or purchase order, but may reference any portions of this contract.

c. Price Adjustments

- 1) Any change in the contract that causes an increase or decrease in cost to Omnitrans, or the time required for the performance of the contract, must be approved as prescribed herein.
- 2) An equitable adjustment in the compensation and schedule will be made upon an approved Change Order, which shall be incorporated, into the Contract by reference.
- 3) Contractor shall be liable for all costs resulting from, and or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer.
- 4) Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (*FARs*) in effect at the onset of the Contract.

6. CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and Omnitrans shall be resolved under the following statutory procedure unless Omnitrans has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims.** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the Contract Documents. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by Omnitrans. The Contractor shall promptly comply with the Contract Documents in the performance of Work and/or the requests of Omnitrans even though a written claim has been filed. The Contractor and Omnitrans shall make good faith efforts to resolve any and all claims that may arise during performance of the Work covered by this Contract.
- c. **Claims Under \$50,000.** Omnitrans shall respond in writing to the claim within 45 days of receipt of the claim, or, Omnitrans may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims Omnitrans may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of Omnitrans and the claimant. Omnitrans' written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- d. **Claims over \$50,000 but less than or equal to \$375,000.** Omnitrans shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims Omnitrans may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between Omnitrans and the claimant. Omnitrans' response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- e. The Contractor will submit the claim justification in the following format:
 - 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - 2) List of documents relating to claim
 - i. Specifications
 - ii. Drawings
 - iii. Clarifications (Requests for Information)
 - iv. Schedules
 - v. Other

- 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Analysis of time impact analysis in CPM format
 - 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes Omnitrans' response, or if Omnitrans fails to respond within the statutory time period(s), the claimant may so notify Omnitrans within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, Omnitrans shall schedule a meet and confer conference within 30 Days.
- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by Omnitrans, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

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: _____

NOTARY CERTIFICATION

STATE OF _____ } SS:
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary
Public _____

Printed/typed name of Notary
Public _____

County of residence _____ Date commission expires

(SEAL)

7. ACCELERATION

- a. Omnitrans reserves the right to accelerate the work of the Contract at any time during its performance. In the event that Omnitrans 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 Omnitrans on a daily basis.
- b. In the event that the Contractor believes that some action or inaction on the part of Omnitrans constitutes an acceleration directive, the Contractor shall immediately notify Omnitrans 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 Omnitrans responds to the written notification. If acceleration is then directed or required by Omnitrans, all cost records referred to in section (1) shall be maintained by the Contractor and provided to Omnitrans on a daily basis.
- c. 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.

8. STOP PAYMENT NOTICES

Omnitrans, 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 9530 et. seq. of the California Civil Code.

9. 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.

10. LABOR PROVISIONS

- a. Prevailing Wages
 - 1) 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) The Contractor and each subcontractor shall forfeit as a penalty to Omnitrans not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or

by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- 3) The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages upon request to OMNITRANS. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project Site. Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

b. Minimum Wages

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

Director of Industrial Relations for determination.

- 4) All disputes concerning the payment of wages or the classification of workers under this Agreement shall be promptly reported to Omnitrans.

c. Deductions

In addition to amounts which Omnitrans may retain under other provisions of the Contract Documents Omnitrans may withhold payments due to Contractor as may be necessary to cover:

- 1) Stop Payment Notice Claims.
- 2) Defective work not remedied.
- 3) Failure of Contractor to make proper payments to its subcontractors or suppliers.
- 4) Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- 5) Damage to another Contractor or third party.
- 6) Amounts which may be due Omnitrans for claims against Contractor.
- 7) Failure of Contractor to keep the record ("as-built") drawings up to date.
- 8) Failure to provide updates on the construction schedule and/or a recovery schedule if required.
- 9) Site clean-up.
- 10) Failure of the Contractor to comply with requirements of the Contract Documents, including but not limited to Contractor's failure to provide approved complete as-builts prior to filing of Notice of Completion.
- 11) Liquidated damages.
- 12) Legally permitted penalties.
 - i. Omnitrans may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (a), (c) and (e) of this Article, which must be retained or applied in accordance with applicable law. In so doing, Omnitrans shall be deemed the agent of Contractor and any payment so made by the Contractor shall be considered as a payment made under contract by Omnitrans to Contractor and Omnitrans shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of the claim or obligations. Omnitrans will render Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

- ii. Upon completion of the Contract, Omnitrans will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.
- iii. All amounts owing by Contractor to Omnitrans 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.

d. Payrolls and Basic Records

- 1) 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.
- 2) Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury
- 3) The Contractor will submit weekly a copy of all payrolls to Omnitrans as required in these "Labor Provisions" as well as to the Department of Industrial Relations (DIR). See subsection 17, Certified Payroll Compliance Monitoring, in this section. 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 Omnitrans, and will permit such representatives to interview employees during working hours on the job. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to Omnitrans, forfeit One Hundred Dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments

e. Apprentices and Trainees

- 1) 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 Omnitrans 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).

- 2) Trainees: Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to or individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- 3) 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.

f. Compliance with Copeland Regulations (29 CFR, Part 3)

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

g. Contract Termination; Debarment

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

h. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of 8 hours a day or 40 hours in such work week unless such laborer or

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

i. 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 Omnitrans 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.

j. Withholding for Liquidated Damages

Omnitrans 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.

k. Final Labor Summary

The Contractor and each subcontractor shall furnish to Omnitrans, 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.

l. Final Certificate

Upon completion of the contract, the Contractor shall submit to Omnitrans, 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

m. Notice to Omnitrans of Labor Dispute

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

n. Disputes Clause

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

o. 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.

p. Insertion in Subcontracts

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

q. Certified Payrolls Compliance Monitoring

- 1) This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR).
- 2) This project is subject to prevailing wages.
- 3) Contractors and subcontractors are obligated to submit certified payroll records utilizing the DIR's eCPR system. You can access additional information regarding the DIR's reporting system by using the following link: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.

11. TIME EXTENSION/DELAYS

- a. Contractor may be granted an extension of time for any portion of a delay in completion of the work due to acts of God, the public enemy, wars, civil unrest, fires, quarantine restrictions, or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from an act or omission by the Contractor, (2) Contractor has taken reasonable precautions to prevent further delays owing to such causes, and (3) Contractor notifies Omnitrans in writing of the cause(s) for the delay within ten (10)

days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.

- b. An extension of time will not be granted for a delay described in the above paragraph(s) caused by a shortage of materials, except if materials are furnished by Omnitrans, unless the Contractor supplies Omnitrans with documented proof that every effort to obtain the materials from all known sources that (a) such materials could have been obtained only at exorbitant prices or (b) the prices were entirely inconsistent with current rates, taking into account the quantities; and (c) such facts could not have been known or anticipated at the time the Notice To Proceed was issued. Contractor shall also submit proof, that the inability to obtain such materials when originally planned, did in fact, cause a delay in completion of the work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of material will be considered as a basis for an extension of time.
- c. An extension of time for weather more severe than normal shall be granted only to the extent the work is actually delayed as determined by Omnitrans. 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.
- d. In the event Contractor is actually and necessarily delayed by an act or omission on the part of Omnitrans, as determined by Omnitrans, the Contractor shall notify Omnitrans 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 Omnitrans.
- e. Within 30 days after the last day of delay, Contractor shall provide Omnitrans 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. Omnitrans shall ascertain the facts and the extent of the delay; and provide the Contractor its written findings, which will be final and conclusive. Except for the additional compensation for herein and except as provided in Public Contract Code Section 7102, Contractor shall have no claim for damages or compensation for any delay or hindrance.
- f. No extension of time will be granted for any Omnitrans caused delay or delay as defined in which (a) the performance of work would have been concurrently delayed by Contractor induced causes, including but not limited to an act or omission of the Contractor, or (b) remedies are included or excluded by any other contract provision. Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. Should the Contractor be delayed at any time for any period by two or more of the causes specified in this article, Contractor shall only be entitled to one time extension for the entire delay.
- g. Any time extension granted to Contractor shall not release the Contractor or surety from its obligations. Work shall continue and be carried on in accordance with the contract provisions, unless formally suspended or terminated by Omnitrans.

12. **NONDISCRIMINATION**

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to the employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- e. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order, of the Secretary of Labor, or as otherwise provided by law.
- f. The Contractor will include the provisions of this Paragraph ("Nondiscrimination") in every subcontract or purchase order entered into under this Agreement unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the

Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- g. 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.

13. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

14. GOVERNMENT INSPECTIONS

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

15. LICENSING, PERMITS AND INSPECTION COSTS

- a. The Contractor warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, the County of San Bernardino, 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 Omnitrans immediately and in writing of its employees’, agents’, Contractors’ or subcontractors’ inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Agreement.
- b. Contractor shall procure all permits and licenses and 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.
- c. Contractor shall act as permittee on behalf of Omnitrans for coordination of all associated City of San Bernardino Building Department inspections.

16. HAZARDOUS SUBSTANCES

- a. CAL-OSHA Requirements

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

b. 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, Omnitrans hereby gives notice to all Bidders that the following general categories of hazardous substances are present on Omnitrans' premises:

- 1) adhesives, sealant, patching and coating products
- 2) antifreeze, coolants
- 3) cleaners, detergents
- 4) paints, thinners, solvents
- 5) pesticides, petroleum products (diesel and unleaded fuel, oil products)
- 6) printing, photocopying materials
- 7) propane welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

More specific information may be obtained from Omnitrans Safety and Security Office, and from Safety Data Sheets for individual products.

17. MEDIA AND THE PUBLIC

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

18. COORDINATION AND ACCESS

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

19. UTILITIES RELATED DELAYS

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

- a. 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.

- b. 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.
- c. 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.

20. 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 Omnitrans, 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 utilities 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 utility whose presence is indicated on the plans or in the special provisions, the Contractor shall so notify Omnitrans in writing. If the utility 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 utility will be paid for as extra per Section E, Modifications in the Specifications and Scope of Work.

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 Omnitrans and the Utility Company written notification of the existence of those utilities. Such utilities shall be located and protected from damage as directed by Omnitrans, and the cost of that work will be paid for as extra work per Section E, Modifications in the Specifications and Scope of

Work. Contractor shall, if directed by Omnitrans repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work per Section E, Modifications in the Specifications and Scope of Work. Damage due to Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by Omnitrans that the rearrangement of an underground utility essential in order to accommodate the project work and the plans and specifications do not provide that the utility is to be rearranged, Omnitrans will provide for the rearrangement of the utility by other forces or the rearrangement shall be performed by Contractor and will be paid for as extra work per Section E, Modifications in the Specifications and Scope of Work.

When ordered by Omnitrans 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 per Section E, Modifications in the Specifications and Scope of Work.

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

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

21. LOCATION OF UNDERGROUND UTILITIES (OFFSITE WORK ONLY)

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

22. 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 Omnitrans immediately. Intent is to identify materials such as PCB, lead paint, mercury, petroleum products, and friable and non-friable asbestos. The handling, containment and disposal of hazardous and containment material shall be in accordance with applicable State, Federal, and local environmental laws and regulations.

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

23. CONTRACTOR'S OBLIGATIONS

a. Overview of Contractor's Responsibilities

1.1. General:

Contractor shall furnish the following on the Project, in accordance with Omnitrans-furnished Contract Documents and all other requirements set forth in the Contract:

- 1.1.1. Construction Services – Contractor shall furnish labor, material and equipment necessary to construct the Project as designed in a timely manner, in accordance with all construction practices generally accepted as standards of the industry in the State of California, in a good and workmanlike manner, free from construction defects.

1.2. Compliance with Requirements – Contractor shall perform all services set forth in Paragraph entitled General Guidelines above (in this section), provide all materials and undertake all efforts necessary or appropriate (excluding only those materials, services and efforts that the Contract Documents specify will be furnished by Omnitrans or other persons) to construct the Project in accordance with the requirements of the Contract Documents, the Schedule, all applicable Laws, all Governmental Approvals, the Construction Documents provided to Omnitrans, and all other applicable safety, environmental and other requirements, and other physical limits resulting from constraints affecting the Project, so as to achieve Substantial Completion and Final Acceptance and to perform all required tests by the deadlines specified herein, and otherwise to do everything required by and in accordance with the Contract Documents.

1.3. Professional Qualifications – Contractor shall perform the Work under the supervision of persons licensed and certified to practice the applicable function/profession in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract, and who shall assume professional responsibility for the accuracy and completeness of the Work prepared or checked by them.

1.4. Governing Dimensions – Before commencing any construction work, Contractor shall verify all governing dimensions at the Worksite, examine all adjoining work and activities that may have an impact on Work, and ensure that the Contract Documents (and any other documents related to the Work) accurately depict all governing and adjoining dimensions.

1.5. Scheduling – Contractor shall schedule and direct its work to provide an orderly work progression, achieve on-time completion of all Milestones set forth in the Schedule, and complete its work within the Contract Time. To accomplish this goal, Contractor shall furnish such employees, materials, facilities and Equipment, and work such hours (including extra shifts, overtime operations, Sundays and holidays), as may be necessary.

1.6. Means and Methods – Contractor shall be solely responsible for the performance of its Work in accordance with its own means, methods, sequences, and procedures, and for coordination of all portions of its Work in compliance with the Contract.

1.7. Performance During Disputes – At all times during the term hereof, including during any Dispute, Contractor shall perform as directed by Omnitrans, and shall comply with all provisions of the Contract.

1.8. Ascertaining Facts – Contractor shall be solely responsible for its failure to ascertain the facts and take the actions described, represented, warranted, and acknowledged in this Article, and no provision of this Contract shall be construed to relieve Contractor from responsibility for such failure.

1.9. Subcontractors & Suppliers – Contractor shall be responsible for the acts and omissions of its Subcontractors and Suppliers. Contractor agrees to bind every subcontractor to the terms of this Agreement as far as such terms are applicable to subcontractor's portion of the Work

1.10. Assistance to Omnitrans – Contractor shall provide such assistance as is reasonably requested by Omnitrans in dealing with any Government Entity, or in prosecuting and defending Environmental lawsuits in any and all matters relating to the Work. Such assistance may include providing information and reports regarding the Work, as well as executing declarations and attending meetings and hearings. In no event shall the Contractor be required to provide legal services.

1.11. Cooperation – The Contractor will cooperate with Omnitrans and its Authorized Representative(s), in their review(s) and/or inspection(s) of any portion or phase of the Work, and other matters relating to the Work.

1.12. Mitigation – The Contractor will Mitigate Delay in all circumstances, to the extent reasonably possible, including the re-sequencing, reallocating or redeploying of its forces to other work, as appropriate.

24. **CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

Contractor represents, warrants and covenants for the benefit of Omnitrans that:

a. Status – If it is a corporation, limited partnership, general partnership, and/or joint venture,

it is duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation, and has full power and authority to own and operate its business and properties and perform the Work within the State of California.

- b. Contractor & Subcontractor Qualifications – It and all of its Subcontractors are, and will be and will remain, fully experienced and properly qualified to perform the Work, and are, and throughout the term of this Contract shall remain, properly licensed, equipped, organized and financed to perform the Work hereunder and shall perform it in accordance with the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature.
- c. Control of Employees and Subcontractors – It shall maintain complete control of its employees, and its Subcontractors and Suppliers of all tiers, and shall not assign or transfer Work from itself or any listed Subcontractor or Supplier to itself or any other Subcontractor or Supplier without the written consent of Omnitrans.
- d. Review of Information and Inspection of Worksites – It has, in accordance with prudent and generally accepted engineering and construction practices:
 - 1) Reviewed all of the information provided in the Contract (including reports provided by Omnitrans);
 - 2) Inspected and evaluated the Worksite and surrounding locations to the extent the Contractor deems necessary or advisable for performing all portions/phases of the Work under the Contract. These inspections and evaluations include without limitation:
 - i. 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 Worksite, including review of the Contract Documents provided by Omnitrans.
 - ii. Conditions bearing upon transportation, disposal, handling, and storage of materials, Goods, and Equipment;
 - iii. The availability of labor, water, electric power, and roads;
 - iv. Uncertainties of weather, or physical conditions at the site;
 - v. The conformation and conditions of the ground;
 - vi. The character of Equipment and facilities needed preliminary to and during Work performance; and
 - vii. Conditions bearing upon security and protection of material, Goods, Equipment, and Work in progress.
- e. Physical Requirements – As a result of its inspection and examination of the Worksite, and other related and surrounding sites and conditions, it is familiar with and accepts the

physical requirements of the Work.

- f. Feasibility – As a result of its review of all the information and its inspection and examination of the Worksite, it has evaluated the feasibility of performing the Contract within the Contract Time and for the Total Contract Price, and has reasonable grounds for believing and does believe that such performance, including achievement of Substantial Completion of the Project within the Contract Time, for the Total Contract Price is feasible and practicable.
- g. Legal Proceedings – There are no existing or threatened legal proceedings against Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition or its operations.
- h. Governmental Approvals – Based upon its review of the Contract Documents, it shall be able to obtain and keep in effect throughout the Contract Time all Governmental Approvals the Contractor is obligated to obtain in accordance with the Contract.
- i. Difficulty and Cost of Work – It has estimated the difficulty and cost of successfully performing the Work, and based upon that estimate has concluded that it can successfully perform the Work at the Total Contract Price.
- j. Non-Debarment: In accordance with the provisions of the California Labor Code, Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant section 1777.1 or section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to Omnitrans. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- k. Non-Discrimination: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to non-discrimination, including but not limited to, Section 1735 of the California Labor Code and Section 12940 of the California Government Code. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.
- l. Conflicts of Interest/ Criminal Activities: A Contractor shall not permit any official, officer or employee of Omnitrans during his tenure, or for one year thereafter, to have any interest, direct or indirect, in this Contract or the proceeds thereof. However, this subsection shall not be construed to extend to this Contract if made with a corporation for its general benefit. Contractor, its employees, its Subcontractors or their employees

shall not provide or offer to provide any campaign contribution to any member of Omnitrans in violation of California Government Code Section 84308. Further, to Contractor's knowledge, neither Contractor nor any of its employees nor its Subcontractors nor their employees has either promised or provided a campaign contribution of \$250 or more to any member of Omnitrans within 12 months prior to the award of this Contract or any subcontract of this Contract, unless an explicit statement to the contrary accompanies Contractor's bid. In no event shall gratuities (in the form of entertainment, gifts, or otherwise) be offered promised or given by Contractor, or any agent or representative of Contractor, to any official, officer or employee of Omnitrans or its Authorized Representative. Contractor or his employees shall not enter into any Contract involving not be considered a conflict under Sections 1090 et seq. and 87100 et seq. of the Government Code of the State of California. In the event Contractor, or any of its officers, partners, principals or employees are convicted of any crime arising out of, or in connection with, the work to be done or payment to be made under this Contract, this Contract in whole or any part thereof may, at the discretion of Omnitrans, be terminated for default. Any violation of the terms of this Section by Contractor may be considered a default of the Contract by Omnitrans and may result in termination of same pursuant to applicable provisions of this Contract. In the event of such a termination, Omnitrans shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of a breach of the Contract by Contractor. Rights and remedies provided to Omnitrans by this Section are in addition to any additional rights and remedies provided by law or under the Contract services or property with a person or business prohibited from transacting such business with Omnitrans pursuant to Sections 1090 et seq. and 87100 et seq. of the Government Code of the State of California. To Contractor's knowledge, no Board member, officer, or employee of Omnitrans has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of Contractor, unless an explicit statement to the contrary accompanies Contractor's bid. If any such transaction comes to the knowledge of Contractor at any time, a full and complete disclosure of such information shall be made to Omnitrans, even if such interest would

25. INDEPENDENT CONTRACTOR

- a. Contractor, and its Subcontractors and Suppliers of any tier, are independent Contractors, and nothing in this Contract shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or other association as between Contractor and Omnitrans. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- b. Contractor, as an independent Contractor, shall have responsibility for and control over the details and means for performing the Work, provided that Contractor is in compliance with the terms of this Contract. Anything in this Contract that may appear to give Omnitrans the right to direct Contractor as to the details of the performance of the Work, or to exercise a measure of control over Contractor, shall mean that Contractor shall follow the desires of Omnitrans only as to the intended results of the Work.

26. COMPENSATION AND BENEFITS

Contractor shall be solely liable and responsible for providing all compensation and benefits to,

or on behalf of, all persons performing Work pursuant to this Contract. Omnitrans will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

27. WORKERS' COMPENSATION INSURANCE AND LIABILITY

If Contractor employs any person to perform work in connection with this Contract, Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than \$1,000,000 per accident or disease. Prior to execution of this Contract by any such employee, Contractor shall deliver to Omnitrans a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to Omnitrans

28. CONTRACTOR'S REPRESENTATIVE, ORGANIZATION AND PERSONNEL

Before starting any Work, the Contractor shall submit for Engineer review and acceptance, an organization chart showing the proposed organization established by the Contractor for the performance of the Work, including:

- a. Lines of authority, responsibility, and communication;
- b. Office organizations, if any; and
- c. Names, titles, and functions of all the Contractor's key personnel.

29. SUPERINTENDENT

- a. The Contractor shall designate and keep a competent superintendent on the work at all times during its progress. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. Qualifications and experience shall include:
 - 1) Demonstrated ability to work safely and supervise individuals in safe work.
 - 2) Previous experience supervising and planning work activities of foremen and crews.
 - 3) Ability to read and understand construction plans.
- b. The Superintendent must be:
 - a. Able to respond immediately to emergency or problem calls, 7 days a week, 24 hours a day.
- c. The Superintendent shall manage and directly oversee the safety, condition, and quality of work that has been modified by the Contractor and shall direct corrective and maintenance measures to keep the site operating safely.

30. CHANGE IN CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL

The Contractor shall secure the prior written acceptance of Engineer for any change or reassignment of the Contractor's Representative(s) and other key personnel, submitting written documentation of the new individuals' qualifications. The Contractor shall not reassign key personnel to other projects until a satisfactory replacement has been approved by Engineer.

31. REMOVAL OF CONTRACTOR PERSONNEL

Engineer may require the Contractor to remove any person assigned by the Contractor or by any Subcontractor or Supplier from the Project performing on the Project, if the Engineer considers such removal in the best interest of Omnitrans and the Work. The Engineer's decision to require Contractor to remove any Contractor personnel, including Contractor's Representative, shall be final and binding on the Contractor. Upon such direction, Contractor shall remove the person(s) and resolve all employment or contractual issues at no cost or expense to, and shall fully indemnify, Omnitrans.

32. TRENCHES

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to Omnitrans, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify Omnitrans, in writing, of any:
 - 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2) Subsurface or latent physical conditions at the Site differing from those indicated.
 - 3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Omnitrans shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between Omnitrans and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from

any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

33. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper, hand sanitizers and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

34. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

35. CLEAN UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and Contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from Site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

Contractor shall fully clean up the Site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, Omnitrans may do so and the cost of such clean up shall be charged back to the Contractor.

36. OCCUPANCY

Omnitrans reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

37. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date

of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

38. WAIVER

No provision of these Contract Documents shall be deemed waived by either party unless such waiver shall be expressly specified in writing, regardless of the actions or inaction of the parties.

39. MISCELLANEOUS

These Contract Documents shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of these Contract Documents, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

40. INTEGRATION

No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the IFB. The IFB represents the entire agreement of Omnitrans and the Contractor.

41. SCHEDULE OF WORK

- a. Normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. Other hours, such as weekends and holidays, are permissible provided prior authorization has been granted by Omnitrans, Project Manager (s).
- b. Contractor shall submit a Schedule of Work to Omnitrans' Project Manager as follows:
 - 1) Submit within two (2) days after the Notice to Proceed date.
 - 2) Show all major elements of the work and their duration and interrelationships; showing the proposed dates of commencement and completion.
 - 3) All work must be completed by December 31, 2018.
 - 4) Submit a conceptual schedule with bid.
3. If any activity falls behind schedule, Contractor shall regain the time lost at its own cost and expense.

42. EXAMINATION OF WORK SITE

Bidder shall visit and become acquainted with the work site and the conditions thereof to fully understand the scope of work, difficulties and restrictions attending the execution of the work under contract.

43. OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, or other obstructions of any character necessary to accommodate the work. Where such obstructions consist of improvements not required by law to be removed by Omnitrans, improvements shall be removed, maintained, and

permanently replaced by the Contractor at his expense except as otherwise specifically provided in the Contract.

44. QUALITY OF THE WORK

a. AUTHORITY OF THE DIRECTOR OF MAINTENANCE

The Planning Manager, and/or his designee, shall decide any and all questions which may arise as to the interpretation of the plans and specifications and shall have authority to disapprove or reject materials and equipment furnished and work performed which, in his opinion, is not in accordance with the Contract.

b. SUPPLEMENTAL DRAWINGS

- 1) The plans may be supplemented by such drawings as are necessary to better define the work. All such drawings delivered to the Contractor by the Planning Manager shall be deemed written instructions to the Contractor. If the Contractor believes that any supplemental drawings call for changes in the work for which the contract amount or time for completion should be changed, he shall not proceed with the changes in the work so called for and shall within seven days of the receipt of the supplemental drawings notify the Project Manager in writing of his estimate of the changes in the contract amount and time for completion he believes to be appropriate.
- 2) No payment for changes in the work will be made and no change in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written change order approved by Omnitrans in advance of the Contractor's proceeding with the changed work.

c. CONFORMITY WITH CONTRACT DOCUMENTS

- 1) The work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the plans or set forth in the specifications. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Project Manager shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefore shall be final.
- 2) If specific lines, grades, and dimensions are not shown on plans, those furnished by the Project Manager shall govern.

d. MANUFACTURER'S INSTRUCTIONS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise specifically provided in the Contract.

45. SUPERVISION AND SUPERINTENDENCE

- a. The Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of

construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract except as otherwise provided.

- b. The Contractor shall be responsible to see that the completed work complies with the Contract.
- c. The Contractor shall designate and keep a competent superintendent on the work at all times during its progress who shall not be replaced without written notice to the Project Manager. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. During periods when the work is suspended, the Contractor shall make appropriate arrangements for any emergency work, which may be required.
- d. Whenever the superintendent is not present on any particular part of the work where the Project Manager may desire to inform the Contractor relative to interpretation of the plans and specifications or to disapproval or rejection of materials or work performed, the Project Manager may so inform the foreman or other worker in charge of the particular part of the work in reference to which the information is given. Information so given shall be as binding as if given to the superintendent.
- e. All equipment, materials, and supplies to be incorporated in the work shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article is not specifically set forth in the plans and specifications, the best available quality of the material, process, or article shall be provided.

46. CONTRACTOR'S RESPONSIBILITY FOR THE WORK

- a. In the event any hazardous materials, including but not limited to asbestos, are utilized in construction or hazardous materials are otherwise encountered during construction, the Contractor shall take all appropriate precautions to protect persons and property and shall comply with all applicable regulations for the installation and handling of such hazardous materials. The Contractor is solely responsible for protection of persons and property that could be affected by construction and the Contractor's handling of such materials.
- b. Until the acceptance of the work, the Contractor shall have the responsible charge and care of the work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by the Omnitrans) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work.
- c. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall, at his expense, provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work or the granting of an

extension of time from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified.

- d. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.
- e. Notwithstanding the foregoing provisions of this clause, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of 5 percent of the contracted amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications. For the purposes of this paragraph, "Acts of God" shall include the following occurrence or conditions and effect: earthquakes in excess of a magnitude of 3.5 on the Richter scale.

47. PRESERVATION OF PROPERTY

- a. The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.
- b. All trees, shrubbery, and landscaping that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work or as good as required by the plans and specifications if any such objects are a part of the work being performed.
- c. The fact that any such pipe or other underground facility is not shown on the plans shall not relieve the Contractor of his responsibility under this clause.
- d. In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the work. Whenever any notice is required to be given by Omnitrans or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.
- e. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

48. REGIONAL NOTIFICATION CENTER CONTACT

- a. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground

facilities owned or operated by the Owner, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and Omnitrans has been given the identification number by the Contractor.

- b. Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Government Code Section 4216).
- c. Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right-of-way (Government Code Section 4216).

49. **SAFETY**

- a. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of workers and all others.
- b. The right of the Omnitrans to conduct construction review or observation of the Contractor's performance will not include review or observation of the adequacy of the Contractor's safety measures in, on, or near the construction site.
- c. Omnitrans reserves the right to correct unsafe practices by the Contractor's employees, or to stop work until the Contractor makes the necessary corrections.
- d. **Smoking**

Omnitrans uses designated areas for smoking. Smoking is not allowed at any time in the bus yard, on or in any buildings, or by the entrances to any buildings. Smoking by employees of the Contractor, or sub-Contractors, shall not create a hazardous condition for themselves, co-workers, or employees and property of Omnitrans.
- e. **Eye Protection**
 - 1) Per Omnitrans eye protection policy, ANSI Z87 approved eye protection shall be worn by all persons while conducting business outside the boundaries of the established "green zone". The policy also requires that eye protection be utilized if hazardous work is being conducted within the "green zone". The Contractor shall ensure that all of its employees have been provided eye protection that meets the requirement.
 - 2) The Project Manager, or his designee, reserves the right to stop the Contractor's work in the event that a Contractor employee is in violation, and that work will remain stopped until the violation is corrected.
- f. **Vests**
 - 1) Contractors and their employees working or performing services in outside work zones shall wear ANSI Class 2 Safety Vests.

- 2) Safety Vests are not required while in designated, marked with painted green borders Safety Zones on Agency property or while on sidewalks, curbs, or raised pavement.
- g. Hazardous Materials
- 1) Contractor shall perform all work in a clean, safe and professional manner, causing no hazards to Omnitrans staff, facility the environment or Contractors service personnel.
 - 2) All hazardous waste shall be handled, collected, stored and disposed of in accordance with federal, state and local environmental compliance regulations.
 - 3) Coordination of hazardous waste collection, storage, and disposal shall be made through the Omnitrans' Facility Manager, or his designee.

50. **WARRANTY OF TITLE**

No materials, supplies, or equipment for the work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to Omnitrans free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this clause, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any right under any law permitting such persons to look to funds due the Contractor in the hands of Omnitrans. The provisions of this clause shall be inserted in all subcontracts and material contracts, and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

51. **PROPERTY RIGHTS IN MATERIALS**

- a. Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for materials delivered to the site of the work, or stored subject to or under the control of Omnitrans. All such materials shall become the property of Omnitrans upon being so attached or affixed or upon payment for materials delivered to the site of the work or stored subject to or under the control of Omnitrans.
- b. Soil, stone, gravel, and other materials found at the site of the work and which conform to the plans and specifications for incorporation into the work may be used in the work. No other use shall be made of such materials except as may be otherwise described in the plans and specifications.

52. MUTUAL RESPONSIBILITY OF CONTRACTORS

- a. Nothing in the contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by Omnitrans in the construction of the project, to the end that the Contractor may perform this contract in the light of such other contracts, if any.
- b. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Project Manager shall decide which Contractor shall cease work temporarily and which Contractor shall continue or whether the work under the contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related work, the decision of the Project Manager shall be binding upon all Contractors concerned and Omnitrans, the Project Manager, and their Contractors shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the Project Manager respecting the order of precedence in the performance of the contracts.
- c. If through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against Omnitrans, the Project Manager, or their Contractors or any of their directors, officers, employees, or agents on account of any damage alleged to have been so sustained, Omnitrans shall notify the Contractor who shall hold harmless, indemnify, and defend Omnitrans, the Project Manager, and their Contractors, and each of their directors, officers, employees, and agents against any such claim, including all attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim.

53. ASSIGNMENT OF ANTI-TRUST ACTIONS

- a. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.
- b. In submitting a bid, the bidder offers and agrees that if the bid is accepted, it will assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the

bidder for sale to the awarding body pursuant to the bid. Such assignment shall be made and become effective at the time the awarding body tenders final payment to the bidder.

54. EXISTING CONDITIONS

- a. Drawings, if any, show existing conditions as supposed or believed. Drawings are based on the best evidence and information available, but no warranty is thereby expressed or implied that such conditions actually exist.
- b. Omnitrans and any of its Contractors shall not be liable for any loss sustained by Contractor as a result of any variance between existing conditions as indicated on the plans and the actual conditions revealed during the progress of the work, provided that the Contractor should have reasonably known of or identified the existing condition.

55. WARRANTY OF SCOPE OF WORK AND LUMP SUM PRICING

- a. Contractor represents and warrants that in setting the Lump Sum Pricing herein, that:
 - 1) Contractor has done so after a thorough review of the description of work, plans, drawings and specifications;
 - 2) Contractor deems that the aforementioned documents are sufficiently complete to enable Contractor to establish the Lump Sum Pricing set forth herein;
 - 3) Contractor deems the contract price is adequate to provide all the necessary labor, service, equipment or material to complete the work as stated herein, according to industry standards and good workmanship, and within the contract time set forth herein.
- b. Contractor acknowledges that except for adjustments in the Lump Sum Pricing by change orders, Contractor shall build the project in conformance to the contract documents and Omnitrans shall in no event be chargeable for more than the Lump Sum Pricing.

56. OBSERVATION OF WORK BY PROJECT MANAGER

- a. The Project Manager , shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.
- b. Whenever the Contractor varies the normal period during which work or any portion of it is carried on each day, he shall give timely notice to the Project Manager so that the Project Manager may be present to observe the work in progress. If the Contractor fails to give such timely notice, any work done in the absence of the Project Manager will be subject to rejection.
- c. The Contractor shall give timely notice to the Project Manager in advance of backfilling or otherwise covering any part of the work so that the Director of Maintenance may observe such part of the work before it is concealed.

- d. The observation, if any, by the Project Manager of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and materials and equipment furnished and work performed which is not in accordance with the Contract documents may be rejected notwithstanding the fact that such materials, equipment, and work have been previously observed by the Project Manager or that payment therefore has been included in an estimate for payment.

57. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

- a. Any work which does not conform to the requirements of the Contract documents shall be remedied or removed and replaced by the Contractor, together with any other work which may be displaced in so doing, and no compensation or extension of time will be allowed him for such removal, replacement, or remedial work. All nonconforming materials shall be immediately removed from the site.
- b. Costs for re-testing and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Price will be adjusted by Change Order.
- c. Any work done beyond the lines and grades shown on the plans or established by the Project Manager or any changes in, additions to, or deductions from the work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.
- d. Upon failure on the part of the Contractor to comply promptly with any order of the Project Manager made under the provisions of this Contract, the Project Manager shall have authority to cause non-conforming materials, rejected work, or unauthorized work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due to the Contractor.

58. USE OF COMPLETED PORTIONS

- a. When the Work or any portion of it is sufficiently complete to be utilized or placed into service, Omnitrans shall have the right upon written notification to the Contractor to utilize such portions of the work and to place the operable portions into service and to operate same.
- b. Upon said notice and commencement of utilization or operation by Omnitrans, the Contractor shall be relieved of the duty of maintaining the portions so utilized or placed into operation; provided, however, that nothing in this article shall be construed as relieving the Contractor of the full responsibility for completing the work in its entirety, for making good defective work and materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth in the Contract nor shall such action by Omnitrans be deemed completion and acceptance, and such action shall not relieve the Contractor, his sureties, or insurers of the provisions of Contractor's insurance, indemnity, and guarantees.

59. PROJECT COMPLETION

Project completion shall be defined as the date on which it is agreed by Omnitrans and its representatives, Contractor and permitting agencies that the project is accepted.

60. OBLIGATION TO CONTINUE WORK

Contractor, in the event of any dispute or controversy with Omnitrans over any matter whatsoever, shall not cause any delay or cessation in or of Contractor's work, but shall proceed under the contract with the performance of the work required thereby.

61. SUSPENSION OF WORK BY OMNITRANS

- a. Omnitrans may, without cause, order Contractor in writing to suspend, delay, or interrupt the work in whole or in part for such period of time as Omnitrans may determine.
- b. An adjustment shall be made for increases in the cost of performance of the contract, including profit on the increased cost of performance caused by suspension, delay or interruption.
- c. No adjustment shall be made to the extent that:
 - 1) Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible;
 - 2) Force Majeure;
 - 3) An equitable adjustment was made under another provision of this contract.
- d. Any such petitions for adjustments are subject to audit, Federal Cost Principles, and any other provision of this contract.

62. GENERAL REQUIREMENTS

- a. Contractor to field verify all areas for appropriate square footages, linear feet, etc.
- b. It is the Contractor's responsibility to coordinate the Work so as to minimize conflicts and optimize efficiency.
- c. If and when it should be necessary for the Contractor to impact day-to-day operations of Omnitrans functions in order to pursue the Work, the Contractor shall furnish adequate notice to Omnitrans and coordinate the means and timing to avoid, minimize, or circumvent such impacts. Omnitrans reserves the right to assess and anticipate such impacts and the right to stop or postpone the Work until a mutually satisfactory time and means can be agreed upon.
- d. The Contractor shall not stop or park any of his vehicles in such a manner to prevent the timely entrance and exit of Omnitrans coaches from the parking area. Our customers expect prompt service, and our service is scheduled on a tight timeline, and we will not accept any delays.
- e. All Work is to comply with all applicable state and city code requirements.
- f. The Contractor shall ensure that all of his operations strictly adhere to all Federal, State, and Local safety and environmental laws and regulations. Omnitrans, in accordance with the dual employer law, reserves the right to correct unsafe practices by the

Contractor's employees, or stop work until the Contractor makes the appropriate corrections.

- g. The Contractor shall arrange for the disposal of all materials generated in the performance of this contract. No trash or waste of any kind that is generated by the Contractor shall be disposed of in any receptacle that is in place for the use of our employees. Any trash or waste that must be disposed of by Omnitrans due to the Contractor's failure to provide for proper disposal will result in a liquidated damage to the Contractor equal to the cost of disposal plus the labor costs associated with making those arrangements.
- h. Contractor to repair any damage to irrigation or landscaping as a result of construction activity.

63. **WARRANTY**

- a. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship.
- b. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by Omnitrans of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense.
- c. Contractor shall act sooner as requested by Omnitrans in response to an emergency.
- d. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as Omnitrans may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.
- e. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of Omnitrans, regardless of whether or not such warranties and guarantees have been transferred or assigned to Omnitrans by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of Omnitrans.

- f. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of Omnitrans, Omnitrans shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse Omnitrans for any expenses incurred hereunder upon demand.

64. **LIQUIDATED DAMAGES**

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by Omnitrans. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with the Schedule of Values, the Contractor shall pay Omnitrans, or have withheld from monies due it, the sum of \$0 per day as delay damages, unless otherwise specified.

Execution of the Contract shall constitute agreement by Omnitrans and Contractor that **\$0 per day** is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages for delay and shall not be construed as a penalty, and may be deducted from payment due the Contractor if such delay occurs.

65. PROSECUTION AND COMPLETION OF WORK

Contractor shall commence performance of the Work on the date specified in the formal Notice to Proceed (NTP) issued to the Contractor. Contractor shall furnish sufficient labor (including extra crews) and facilities and shall work such hours (including extra shifts and overtime operations) so as to prosecute the Work to completion in accordance with the following project milestones:

- Substantial Completion ____ calendar days. ____ days to final completion.

The Contractor is not authorized to perform any work unless it receives a Notice-to Proceed written authorization to begin.

66. HOLIDAYS

Omnitrans' facility is closed for the following non-working holidays:

Memorial Day	May 28, 2018
Fourth of July	July 4, 2018
Labor Day	September 3, 2018
Thanksgiving	November 22, 2018
Christmas	December 25, 2018
New Year's	January 1, 2019

67. PRE-CONSTRUCTION SUBMITTALS

Upon award of a contract, the following shall be submitted prior to or on the day of the pre-construction meeting for Omnitrans' review and comment. The Contractor's complete submittal, due after NTP, shall not substantially differ from the information provided in these documents submitted by the Contractor.

- a. Preliminary Project Schedule indicating proposed approach to phased construction where required (supplement with supporting plans and/or diagrams as required)
- b. Baseline Schedule
- c. Schedule of Values
- d. Submittal Schedule
- e. Location of field office, storage areas, and layouts
- f. Site Specific Health and Safety Plan
- g. Project Specific Quality Control Plan

h. Contractor's Key Personnel (Including Emergency Contact information)

68. COOPERATION WITH OMNITRANS DURING BUSINESS OPERATIONS

a. Contractor Interface with Omnitrans Bus Operation

- 1) It is expected that Omnitrans will cooperate with Contractor to the extent that the Work may be handled in an efficient manner, but Contractor shall have no claim for damage or extra compensation in the event its Work is delayed by Omnitrans bus operations.
- 2) Contractor shall perform its Work in such manner and at such times as to not endanger or interfere with the safe and timely operation of Omnitrans' buses at or in the vicinity of the Work.
- 3) Any proposed plan by Contractor that may cause infringement of clearances items A.1 and A.2 above due to Contractor's operations shall be submitted to the Construction Manager (CM) in writing 30 Days in advance and such Work shall not begin until notified by the Engineer that such a plan has been approved by Omnitrans. No damage or extra compensation will be allowed in the event the Contractor's Work is delayed pending Omnitrans approval or if the Plan is rejected.
- 4) Contractor shall give a 30 Day written notice to the Engineer before commencing any Work in connection with construction or other activities that affect Omnitrans route safety and performance and its customer's safety and accessibility. New Year's January 1, 2019

69. PROTECTION OF PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace existing improvements within the right-of way or temporary construction easement which are not designated for removal (e.g. curbs, sidewalks driveways, fences, walls, signs, billboards, utility installations, monitoring wells, pavement, structures, landscaping, irrigations and etc.) which are damaged or removed as a result of its operations. When a portion of a sprinkler system within the right-of-way must be removed, the remaining lines shall be capped and remaining system shall be kept functional and not cause new damages. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

The Contractor, during the progress of the Work, shall maintain existing or temporary street lightings and traffic signal systems. If any damage to existing or temporary street lightings and traffic signal system occur, the Contractor shall immediately notify the Engineer and arrange for immediate repair and restoration of service. The Contractor shall commence repairs or replacements as soon as possible and in no case later than 4 hours after damaging the system or receiving approval of the equipment and materials by the Engineer, whichever takes longer. A licensed electrical contractor shall make all temporary and permanent repairs.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The Contractor shall give reasonable notice of at least 30 Days to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.

70. TRAFFIC AND ACCESS

The Contractor's operations shall cause no unnecessary inconvenience for bus maintenance and storage. The Contractor shall be afforded a work zone within which to complete the majority of the work. These areas are indicated on the plans and shall be separated from the Agency's operations by k-rail. Some work will be performed within the operational area of the yard and shop. Therefore, the access rights of the Agency shall be considered at all times. Unless otherwise authorized in writing by the Engineer prior to start of Work, traffic shall be permitted to pass through the Work, or an approved detour shall be provided by the Contractor at its own cost. It is also recognized that improvements within the bus yard will impact parking areas. The Contractor shall present a plan to mitigate the impact of construction. The Agency shall have access to required parking at all times which may result in phasing of the work. The Contractor will not be entitled to damages, additional compensation, or time extension resulting from the need to phase construction.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; schools and parking lots;; residences; and establishment of similar in nature. Access to these facilities shall be continuous and unobstructed unless otherwise authorized in writing by the Engineer prior to start of Work.

Grading operations, excavation, and fill construction shall be conducted by the Contractor in a manner to provide a reasonably satisfactory surface for traffic. When these activities completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for property access. The use of plating is encouraged. If used, plating shall be bermed with asphalt or other material to eliminate movement. Plating shall be bedded to reduce noise under vehicle loading.

Unless otherwise authorized in writing by the Engineer prior to start of Work, work shall be performed in only that portion of the bus access roadway at one time that still permits safe access for buses. The access portion shall be kept open and unobstructed until the opposite side is ready for use.

- a. Restrictions
 - 1) No work during special events or holidays, without prior approval of the Agency
 - 2) Access Closures – Allowed by special permission only, determined on a case/day by case/day basis, traffic control plan required.
- b. Notification

Advance Notification – Obtain Agency approval of closure plan a minimum 72 hours prior to proposed closure.

End of General Provisions



Omnitrans

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Overview

Approved by Omnitrans Board of Directors

Date Approved: January 9, 2002

Revised by Omnitrans' CEO/General Manager:

P. S. [Signature] December 1, 2016

1. GENERAL PROCEDURE

- 1.1. Omnitrans' Procurement Department staff will be responsible for resolving all contractual and administrative issues arising out of the Agency's procurements.
- 1.2. Under certain circumstances, an interested party to procurement may protest to Omnitrans the award of a contract, which may or may not involve the direct application of funds from the FTA if it is felt that the solicitation contained restrictive specifications or if there are improprieties alleged in the procurement.
 - 1.2.1. The mere fact that Omnitrans is a recipient of FTA funds cannot be construed as evidence of the FTA's involvement in a particular procurement.
 - 1.2.2. In general, unless a protest involves a matter of primary Federal concern (e.g., program management concerns, possible mismanagement, impropriety, waste or fraud) the FTA will not substitute its judgment for Omnitrans' in the resolution of protests.
 - 1.2.3. The FTA may become involved if Omnitrans' protest decision is appealed by an interested party to the FTA.
- 1.3. Protest procedures are intended to insure that valid complaints are handled expeditiously and that the protesting firm receives a fair review of the complaint. It is Omnitrans' intent that all protests be resolved at the local level. Spurious bid protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages. All protests shall be filed, handled and resolved in a manner consistent with guidance from the Federal Transit Administration (FTA) Circular 4220.1F, Section VII Third Party Contracting Guidance and Omnitrans' Protest Procedures which are on file and available upon request.
- 1.4. This section explains how Omnitrans responds to solicitation protests and provides instructions for obtaining the bid protest procedures of the FTA when necessary. The procedures are as follows:
 - 1.4.1. Definitions – terms used throughout this section (see Policy 5000).
 - 1.4.2. Agency level protest procedures – how to file a protest with Omnitrans (see Policy 5000).
 - 1.4.3. Time limits – the time intervals required for filing protests and submitting additional information (see Policy 5000).

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- 1.4.4. Confidentiality and furnishing information – the withholding of proprietary information and the release of information about the protest to interested parties (see Policy 5000).
- 1.4.5. Withholding awards – how Omnitrans will handle the procurement, depending upon what stage the procurement is in when the protest is received (see Policy 5000).
- 1.4.6. Protest reviews – Omnitrans' two-level procedure for reviewing the merit of protests (see Policy 5000).
- 1.4.7. Impact of judicial proceedings – the effect that legal proceedings have upon the protest review process (see Policy 5000).
- 1.4.8. FTA protest procedure – how to obtain the necessary information to file a solicitation protest with the FTA (see Policy 5000).
- 1.4.9. This section provides the minimum requirements for notification to the Federal Transit Administration
- 1.4.10. Omnitrans will immediately notify the FTA when it receives a third party contract protest for any procurement funded by the FTA.

2. AGENCY LEVEL PROTEST PROCEDURES - GENERAL REQUIREMENTS FOR PROTESTS

- 2.1. The initial protest filed with Omnitrans must include the following:
 - 2.1.1. The name, address, and telephone number of the protester.
 - 2.1.2. The number of the solicitation contract (i.e., IFB/RFP).
 - 2.1.3. A statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the fullest extent feasible.
 - 2.1.3.1. Additional materials in support of an initial protest will be considered only if filed within the time limits specified in Policy 5000, "Time Limits."
 - 2.1.4. Indicate the ruling or relief desired from Omnitrans.



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- 2.2. No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logical, clear, and legible.
- 2.3. Omnitrans' review of any protest will be limited to:
 - 2.3.1. Violations of state or local laws or regulations. (Note: Violations of Federal laws or regulations are under the jurisdiction of FTA.)
 - 2.3.2. Violations of the Agency's purchasing procedures.
 - 2.3.3. Failure to comply with the terms of the solicitation in question.
 - 2.3.4. Restrictive or discriminatory specifications.
 - 2.3.5. Award is made to other than the lowest responsive and responsible bidder on formally advertised IFB procurements.
- 2.4. Omnitrans staff will have the responsibility for resolving all contractual and administrative issues arising out of its procurement activities. In cases where FTA funding is involved, the FTA will get involved only if there is a matter of primary Federal concern such as situations where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste or fraud, or when Omnitrans' protest decisions are appealed to the FTA, or if FTA assistance to support the costs of settlement or other resolutions of protests is sought.
 - 2.4.1. A protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. Staff needs to recognize that a protest must be accepted and reviewed with the understanding that the integrity of both the procurement process and the Procurement Department may be at stake.

3. TIME LIMITS - FILING TIME REQUIREMENTS

- 3.1. Protests must be filed with Omnitrans three days prior to the bid opening or proposal closing date if the protest is based on:
 - 3.1.1. Restrictive or discriminatory specifications. Discriminatory specifications must represent a material weakness that affords an undue advantage to one bidder or proposer over another.

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3.1.2. Improprieties that are apparent in any type of solicitation prior to bid opening or proposal closing date.

3.2. Protests must be filed with Omnitrans by 5:00 pm on the third working day following a public bid opening of an Invitation for Bid if the protest is based on Omnitrans' failure to adhere to its purchasing procedures.

3.3. Protests must be filed with Omnitrans by 5:00 pm on the third working day following the award of a contract arising from an Request for Proposal if the protest is based on:

3.3.1. Omnitrans' failure to adhere to its purchasing procedures.

3.4. If the specifications for a particular procurement include specific protest procedures and time limits, that information takes precedence over the time limits in this document.

3.5. If the initial filing is late, a protest may be considered in the following circumstances:

3.5.1. The lateness is due to the fault of Omnitrans in handling the protest submission.

3.5.2. Omnitrans determines that the protest raised issues significant to a procurement practice or procedure.

3.5.3. Omnitrans is directed by the FTA to either consider or reconsider a protest.

3.5.4. A court of competent jurisdiction requests, expects, or otherwise expresses interest in Omnitrans' decision.

4. SUBMISSION OF ADDITIONAL INFORMATION

4.1. Any additional information requested or required by Omnitrans from the protester must be submitted as quickly as possible, but in no case later than 5:00 p.m. on the fifth (5) working day after the receipt of such request, unless specifically accepted by Omnitrans.

5. CONFIDENTIALITY OF INFORMATION

5.1. Materials submitted by a protester will not be withheld from any interested party outside of Omnitrans or from any government agency that may be involved in the protest, except to the extent that the withholding of information is permitted or



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required by law or regulation.

- 5.2. If the protester believes that the protest contains proprietary material that should be withheld, the protester should attach a statement to the front page of the protest document.

5.2.1. The statement should advise that the document may contain proprietary material.

5.2.2. The statement should identify the proprietary information wherever it appears in the document and all such material should be stamped "CONFIDENTIAL", "PROPRIETARY", or "TRADE SECRET", as appropriate.

6. FURNISHING INFORMATION ON PROTESTS

- 6.1. Omnitrans will, upon request, make available to any interested party, information bearing on the substance of the protest which has been submitted by the protester, or interested parties, except to the extent that withholding of information is permitted or required by law or regulation.

7. WITHHOLDING OF AWARD – GENERAL

- 7.1. When a protest has been filed before the award, Omnitrans will not make an award prior to the resolution of the protest.
- 7.2. When a protest has been filed before the opening date of bids or closing date of proposals, Omnitrans will not open solicitations prior to the resolution of the protest. In the case of a public bid opening (RFQs or IFBs), Procurement will issue an addendum stating the new date/time/location of the bid opening.
- 7.3. When a protest has been filed after the award and prior to the resolution of the protest, Omnitrans will notify the Contractor to suspend activity, unless the Agency determines that:
- 7.3.1. The items to be procured are urgently required,
- 7.3.2. Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement, or
- 7.3.3. Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to Omnitrans or other local, state or Federal governments.



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8. PROTEST REVIEW – LEVEL ONE

- 8.1. Upon receipt of a protest, the Director of Procurement or designee will create an ad hoc Agency Protest Review Panel (Panel) to review all relevant materials associated with the protest.
 - 8.1.1. The Panel will be composed of two Omnitrans representatives appointed by the Director of Procurement or designee.
 - 8.1.2. The Panel will determine the validity of the protest and what actions will be taken.
- 8.2. The Panel will be directed to prepare a written report within fifteen (15) working days and to notify the protester and any interested parties of the Panel's findings, actions, and of the procedures for requesting reconsideration.
- 8.3. The Panel's report may include:
 - 8.3.1. Copies of all relevant bids;
 - 8.3.2. A copy of the Invitation for Bid or Request for Proposals, including pertinent provisions of the specifications;
 - 8.3.3. Any other documentation that pertains to the protest, including correspondence with the bidders/proposers; and
 - 8.3.4. A statement by Omnitrans explaining its actions and supporting justification.
- 8.4. A conference on the merits of the protest with members of the Panel may be held at the request of the protester or the Panel. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than 5:00 pm on the tenth (10) working day after the initial protest was filed.

9. PROTEST REVIEW – LEVEL TWO

- 9.1. The protester or any interested party may request reconsideration of a decision by Omnitrans.
- 9.2. The request for reconsideration must contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying



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- any errors of law made or information not previously considered.
- 9.3. The request for the reconsideration of the Protest Review Panel's decision must be filed with the CEO/General Manager or designee not later than 5:00 pm on the tenth (10) working day after the Panel issues its written report.
- 9.4. Upon receiving a request for reconsideration, the CEO/General Manager or designee will schedule an informal administrative hearing with the protester and the Protest Review Panel. The hearing will be held not later than 5:00 pm on the fifteenth (15) working day after the receipt of the request for reconsideration.
- 9.5. The CEO/General Manager or designee will issue, in writing, Omnitrans' final determination of the reconsidered protest within five (5) working days of the administrative hearing.

10. IMPACT OF JUDICIAL PROCEEDINGS – GENERAL

- 10.1. Omnitrans may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court.
- 10.2. This restriction does not apply to instances where the court requests, expects, or otherwise expresses interest in Omnitrans' decision.

11. FTA PROTEST PROCEDURE – GENERAL

- 11.1. A protester wishing to file a protest with the FTA should consult the most current version of the FTA Circular 4220.1 series (currently the 4220.1F) for details on the FTA's protest procedures.
- 11.2. To obtain a copy of current FTA Circular 4220.1F, contact Omnitrans' Contracts Manager or the Regional Administrator at the Federal Transit Administration, Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105-1839.
- 11.3. Omnitrans shall NOT be responsible for:
- 11.3.1. Any protests not filed in a timely manner with the FTA.
- 11.3.2. FTA's failure to follow its established protest procedures.

12. GLOSSARY/DEFINITIONS - PROTEST PROCEDURE TERMS



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12.1. The following terms are used throughout this section, which discusses Omnitrans' solicitation protest procedures. In all instances, the terms are defined as noted:

12.1.1. Omnitrans is a Joint Powers Authority established under the laws of the State of California and may also be referred to in this section as "the Agency."

12.1.2. "Board" refers to the Board of Directors of Omnitrans.

12.1.3. "FTA" refers to the U.S. Department of Transportation Federal Transit Administration.

12.1.4. "Days" refers to working days of Omnitrans when used in context with the Agency's bid protest procedures and refers to working days of the Federal Government when used in context with the FTA.

12.1.5. The terms "file" or "submit" refer to the date of receipt by Omnitrans and/or FTA.

12.1.6. "Exhaustion of administrative remedies at the grantee level" means any action or inaction on the part of Omnitrans which is prejudicial to the position taken in a written protest filed with the Agency. It may include, but is not limited to:

12.1.6.1. A final Omnitrans decision on the merits of the protest.

12.1.6.2. A procurement action such as the award of a contract or rejection of a bid despite the pendency of the protest.

12.1.6.3. Agency acquiescence in and active support of continued and substantial contract performance despite the pendency of a protest.

12.1.7. The term "interested party" means an actual or prospective bidder/proposer whose direct economic interest would be affected by the award of a contract or the failure to award a contract.

12.1.8. "Violation of Federal law or regulation" is defined as the infringement of any valid requirement imposed by Federal statute or regulation which governs the letting of contracts pursuant to a grant agreement.

12.1.8.1. However, any protests involving a local matter and/or determinations that are clearly within the discretionary powers of the Agency include, but are not necessarily limited to,



SOLICITATION PROTEST

Overview

Approved by Omnitrans Board of Directors

Date Approved: January 9, 2002

Revised by Omnitrans' CEO/General Manager:

December 1, 2016

determinations of responsiveness and responsibility, the revision of specifications to incorporate the evaluation of life-cycle costing (LCC) factors in connection with any given procurement, and determinations regarding bonding requirements.

12.1.8.2. In other words, the protester must be able to demonstrate or establish a clear violation of the prohibition against unduly exclusionary and restrictive specifications or a violation of the Buy America requirements.

12.1.9. "Local" refers to the County of San Bernardino and the State of California.

12.1.9.1. When used in conjunction with the phrase "laws and regulations," "local" means only those laws or regulations associated with the provision of public mass transportation and the use of public funds. It does not include the purchasing and/or protest procedures used by either of those entities.

12.1.9.2. "Bid also includes the term "offer" or "proposal" as used in the context of negotiated procurements.