

**DEPARTMENT OF TRANSPORTATION**  
DES-OE MS #43  
1727 30TH Street, 2ND Floor  
Sacramento, CA 95816



**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
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May 22, 2003

04-SF-80-12.6/13.2  
04-0120R4  
ACBRIM-080-1(097)N

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in IN THE CITY AND COUNTY OF SAN FRANCISCO FROM YERBA BUENA TUNNEL TO 0.6 KM EAST OF THE YERBA BUENA TUNNEL.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on August 19, 2003.

This addendum is being issued to revise the Project Plans, the Notice to Contractors and Special Provisions, and the Proposal and Contract.

Project Plan Sheets 84, 85, 86, 87, 88, 89, 93, 127, 128, 129, 130, 133, 134, 136, 139, 140, and 141 are deleted.

On Project Plan Sheet No. 51, under "CONSTRUCTION – WEST TIE-IN," the note "W3 Grind existing PCC pavement" is deleted.

On Project Plan Sheet No. 105, Design Criteria 10.4, Item ii) is revised as follows:

"ii) a minimum longitudinal (normal to span) strength so that response is elastic to a total force of 2500 kN per skidway applied at skidway elevation; and lateral stiffness so that the fundamental period of vibration during skidding is less than 0.5 seconds."

On Project Plan Sheet No. 105, Design Criteria "10.5," the fifth sentence is revised as follows:

"The procedures shall include: proposed jacking control, manifolding arrangements and hydraulic pressures; calibration procedures and certification; description of fail-safe control system; proof testing of the system and rehearsal of the operation; description of the required monitoring system; and compensation system for track deflection."

On Project Plan Sheet No. 105, Design Criteria "10.5," the eighth sentence is revised as follows:

"The system shall be designed to perform move-out of Span YB4 in a time consistent with the special provisions."

On Project Plan Sheet No. 105, Design Criteria "10.6," the first sentence is revised as follows:

"The Contractor shall submit a monitoring plan for continuous automatic monitoring and documenting the move-out operation."

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On Project Plan Sheet No. 105, Design Criteria "11.4," the fifth sentence is revised as follows:

"The procedures shall include: proposed jacking control, manifolding arrangements and hydraulic pressures; calibration procedures and certification; description of fail-safe control system; proof testing of the system and rehearsal of the operation; description of the required monitoring system; and compensation system for track deflection."

On Project Plan Sheet No. 105, Design Criteria "11.4," the eighth sentence is revised as follows:

"The system shall be designed to perform move-in of East Tie-in Span in a time consistent with the special provisions."

On Project Plan Sheet No. 142, the call-outs "No Permanent Viaduct Supports in this area, Temporary Support allowed provided proper slope stabilization measures are taken" and "Temporary and Permanent Viaduct Support Limits (See Note 7)" are deleted:

On Project Plan Sheet No. 143, the call-out "Temporary and Permanent Viaduct Support Limits" is deleted.

On Project Plan Sheet No. 143, the call-out "Viaduct Support Limits" is revised to read "Support Structure Limits."

On Project Plan Sheet No. 148, the call-out "Limit of Temporary Structure" is deleted.

On Project Plan Sheet No. 151, the call-out "Remove temporary supports" is deleted.

On Project Plan Sheet No. 151, the call-out "East Tie-in Span installed" is revised to read "East Tie-in Span installed (See Note 4)."

On Project Plan Sheet No. 151, under "NOTES:," the following note is added as follows:

"4. Supports used to construct and move-in the East Tie-In and to move-out the existing structure shall be removed."

In the Special Provisions, Section 2-1.06, "BIDDER COMPENSATION," is revised as follows:

#### **"2-1.06 BIDDERS COMPENSATION**

The Department recognizes the costs required to prepare bids for a project of this magnitude. To encourage competitive bids, within 90 days of award of the contract, the second and third low bidders shall each receive \$200,000 to defray a portion of the costs of providing a complete, responsible, and competitive bid.

For the purposes of determining the recipients of bidder compensation, the submittal schedule and proposal drawings required will be reviewed by the Engineer for completeness and bidder responsibility.

Bidders whose bids are determined by the Department to be non-responsive or fail to execute the contract will not be eligible for bidder compensation.

Within 30 days of award of the contract, the Department will notify the Contractor of the identity of the recipients of the bidder compensation. The Contractor shall then make the necessary arrangements with the recipients in order to administer and pass-through the payment and provide proof of receipt to the Department in accordance with the payment provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications.

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The Contractor shall be compensated for paying bidder compensation to the second and third low bidders in conformance with the provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, except that 5 percent, in lieu of 15 percent, will be added to the invoice price. No additional marks up will be allowed.

No separate payment will be made for the costs of providing a complete, responsible, and competitive bid in addition to that specified in this section "Bidders Compensation." Other unsuccessful bidders will not be compensated for their bids. If the Department rejects all bids and cancels the solicitation, no bidder will be provided compensation."

In the Special Provisions, Section 2-1.07, "SUBMITTAL OF PROPOSAL DRAWINGS," is replaced with Section 2-1.07, "SUBMITTAL OF PROPOSAL DRAWINGS AND SUBMITTAL SCHEDULE," as follows:

**"2-1.07 SUBMITTAL OF PROPOSAL DRAWINGS AND SUBMITTAL SCHEDULE**

Attention is directed to "Contractor Design" and "Submittal Schedule" of these special provisions regarding proposal drawings and submittal schedule.

A preliminary submittal schedule as described in "Submittal Schedule" of these special provisions. At a minimum, the schedule shall provide information for items D, E, and G of the referenced section.

The apparent successful bidder (low bidder), the second low bidder and the third low bidder shall present the submittal schedule and proposal drawings at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the day after the day of bid opening,. Other bidders need not submit the submittal schedule and proposal drawings unless requested to do so by the Department. When a request is made by the Department the submittal schedule and proposal drawings of the other bidders shall be received by the Department within 2 days of the request, not including Saturdays, Sundays and legal holidays, unless a later time is authorized by the Department.

It is understood that the submittals at bid time are preliminary conceptual versions subject to change, however, the drawings shall be as complete and comprehensive as possible to demonstrate a clear plan for construction. Multiple options and plans may be shown. Review of the bid submittals will only be to assess the responsibility of the Contractor, and does not relieve the Contractor from conforming to plans and specifications. The low bidder to whom the project is awarded will be required to resubmit the finalized schedule as described in "Submittal Schedule" of these special provisions.

The contract provisions in this section shall be considered part of the cost of preparing bids and no separate payment will be made therefor."

In the Special Provisions, Section 3-1.01A, "PRE-AWARD MEETING," the third sentence of the first paragraph is deleted.

In the Special Provisions, Section 3-1.01A, "PRE-AWARD MEETING," the fourth sentence of the first paragraph is revised as follows:

**"The meeting, if held, will be on August 27, 2003, at 1:00 p.m. in the third floor conference room 1727 – 30<sup>th</sup> Street, Sacramento, CA 95816."**

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," the fifth, sixth and seventh paragraphs are revised as follows:

"The Contractor shall pay to the State of California the sum of \$100,000 per day, for each and every calendar day's delay in finishing the work after expiration of the number of working days bid, if no further lane or shoulder closures are required to complete the work.



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In the Special Provisions, Section 10-1.17, "COOPERATION," the following sentence is added to the beginning of the sixth paragraph:

"The Contractor shall attend joint weekly meetings, to be organized by the Engineer with other contractors on the adjacent projects in order to minimize potential conflicts."

In the Special Provisions, Section 10-1.20, "TIME RELATED OVERHEAD," is revised as attached.

In the Special Provisions, Section 10-1.21, "WORKING DRAWING CAMPUS," is replaced with Section 10-1.21, "SUBMITTAL CAMPUS," as attached.

In the Special Provisions, Section 10-1.215, "SUBMITTAL SCHEDULE," is added as attached.

In the Special Provisions, Section 10-1.54, "GRIND EXISTING CONCRETE PAVEMENT," is revised as attached.

In the Proposal and Contract, the Engineer's Estimate Items 6, 8 and 13 are revised as attached.

To Proposal and Contract book holders:

Replace pages 3 and 7 of the Engineer's Estimate in the Proposal with the attached revised pages 3 and 7 of the Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the contractor's use on the Internet Site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY:

REBECCA D. HARNAGEL, Chief  
Office of Plans, Specifications & Estimates  
Office Engineer

Attachments

#### **5-1.114 CORRIDOR VALUE ANALYSIS**

Attention is directed to "Cooperation" of these special provisions.

The Contractor shall attend a "SFOBB Corridor Value Analysis" workshop on a semi-annual basis until project acceptance. It is anticipated that one or more other contractors, pursuant to "Cooperation" of these special provisions, will also participate in the workshop. The purpose for having a workshop is to identify value enhancing opportunities and to consider modifications to the plans and specifications of any and all corridor projects that will reduce either the total corridor cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of this contract or any other corridor construction contract including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the travelling public, desired appearance, or design and safety standards. The workshop shall focus on potential enhancing opportunities which would result in any and all corridor construction contractors meeting their respective contractual milestones, early completion of any and all corridor construction contract's designated portions of work and project completion dates, and mitigating delays to any and all corridor construction contracts.

Scheduling of a workshop, selecting the facilitator and workshop site, and other administrative details shall be determined cooperatively by the Contractor and the Engineer. The workshop shall be conducted in conformance with the methodology described in the Department's "Value Analysis Team Guide" available at the Department's web site at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator shall be a Certified Value Specialist (CVS) as recognized by the Society of American Value Engineers (SAVE) International, which may be contacted as follows:

SAVE International, 60 Revere Drive, Northbrook, IL 60062  
Telephone 1-847-480-1730, FAX 1-847-480-9282

In addition to the above provisions relative to the semi-annual "SFOBB Corridor Value Analysis" workshop, the Contractor may submit to the Engineer, in writing, a request for a project-specific "Value Analysis" workshop with no other corridor construction contractors in attendance. To maximize the potential benefits of a workshop, the request should be submitted to the Engineer early in the project after approval of the contract.

The Contractor may submit recommendations resulting from a "Value Analysis" workshop for approval by the Engineer as cost reduction incentive proposals in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The costs involved in providing the "Value Analysis" facilitator and workshop site for the semi-annual "SFOBB Corridor Value Analysis" workshop shall be borne by the State in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, except no markups will be allowed.

The costs involved in providing the "Value Analysis" facilitator and workshop site for the project-specific "Value Analysis" workshop shall be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Value Analysis" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs including, but not limited to, wages and travel expenses, associated with the semi-annual "SFOBB Corridor Value Analysis" workshop and "Value Analysis" workshop will be borne separately by the party incurring the costs, and no additional compensation will be allowed therefor.

## **5-1.12 DISPUTE REVIEW BOARD**

### **GENERAL**

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these special provisions. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this section shall be a prerequisite to filing a claim, filing for arbitration, or filing for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function as specified herein until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished reports. No DRB dispute meetings shall take place later than 30 days prior to acceptance of contract. After acceptance of contract, disputes or potential claims which have followed the dispute resolution processes of the Standard Specifications and these special provisions, but have not been resolved, shall be stated or restated by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the adherence to and completion of the contractual administrative claims procedure, the Contractor may file for arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications and these special provisions.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier potential claims not actionable against the Department as specified in these special provisions or quantification of disputes for overhead type expenses or costs. Disputes for overhead type expenses or costs shall conform to the requirements of Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

### **SELECTION PROCESS, DISCLOSURE AND APPOINTMENTS**

The DRB shall consist of one member selected by the State and approved by the Contractor, one member selected by the Contractor and approved by the State, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as the DRB Chairperson.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. DRB members shall discharge their responsibilities impartially as an independent body, considering the facts and circumstances related to the matters under consideration, pertinent provisions of the contract and applicable laws and regulations.

The State and the Contractor shall nominate and approve DRB members in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB nominee along with the prospective member's complete written disclosure statement.

Disclosure statements shall include a resume of the prospective member's experience and a declaration statement describing past, present, anticipated, and planned relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including but not limited to, relevant subcontractors or suppliers to the parties, parties' principals, or parties' counsel. DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the contract. Objections to nominees must be based on a specific breach or violation of nominee responsibilities or on nominee qualifications under these provisions unless otherwise specified. The Contractor or the State may, on a one-time basis, object to the other's nominee without specifying a reason and this person will not be selected for the DRB. Another person shall then be nominated within 15 days.

The first duty of the State and Contractor selected members of the DRB shall be to select and recommend a prospective third DRB member to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 15 days of the notification.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in the selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

The third prospective DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 15 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 DRB members are unable to agree upon a recommendation within their 15 day time limit. In the event of an impasse in selection of third DRB member the State and the Contractor shall each propose 3 candidates for the third DRB member position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB.
- B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.
- C. Service as a member of other Dispute Review Boards on other contracts.
- D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
- E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

The Contractor or the State may reject any of the three DRB members who fail to fully comply at all times with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and as specified herein. A copy of the Dispute Review Board Agreement is included in this section.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 15 days of the parties' concurrence in the selection of the third member. No DRB meeting shall take place until the Dispute Review Board Agreement has been signed by all parties. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute contract change orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

### **COMPENSATION**

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per

hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the Department, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Dispute Review Board Agreement state the provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for the State's share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

#### **REPLACEMENT OF DRB MEMBERS**

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor appointed members for the removal of the third member.
- D. Upon resignation of a member.
- E. The State or Contractor may terminate the service of any member who fails to fully comply with all required employment and financial disclosure conditions of DRB membership

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the two parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

#### **OPERATION**

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions, including the provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these special provisions.
- B. The Engineer will respond, in writing, to the Contractor's written supplemental notice of potential claim within 20 days of receipt of the notice.
- C. Within 15 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
- D. Following an objection to the Engineer's written response, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written response from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- E. By failing to submit the written notice of referral to the DRB, within 21 days after receipt of the Engineer's written response to the supplemental notice of potential claim, the Contractor waives future claims and arbitration on the matter in contention.

- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.
- G. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties. The DRB shall determine the time and location of the DRB dispute meeting, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of a timely hearing of the dispute.
- H. There shall be no participation of either party's attorneys at DRB dispute meetings.
- I. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute, including but not limited to consultants, except for expert testimony allowed at the discretion of the DRB and with approval prior to the dispute meeting by both parties.
- J. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB may request clarifying information of either party within 10 days after the DRB dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, pertinent provisions of the contract, applicable laws and regulations, and actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation.
- K. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
- L. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.
- M. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.
- N. The State or the Contractor shall not call DRB members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it.
- O. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

- P. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

### **DISPUTES INVOLVING SUBCONTRACTOR POTENTIAL CLAIMS**

For purposes of this section, a "subcontractor potential claim" shall include any potential claim by a subcontractor (including also any pass through potential claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor potential claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

- A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor potential claim or potential claims.
- B. The Contractor shall include, as part of its submission pursuant to Step D above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor potential claim. The Contractor shall submit a certification that the subcontractor potential claim is acknowledged and forwarded by the Contractor. The form for these certifications is available from the Engineer.
- C. At DRB dispute meetings involving one or more subcontractor potential claims, the Contractor shall require that each subcontractor involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor potential claim to assist in presenting the subcontractor potential claim and to answer questions raised by the DRB members or the Department's representatives.
- D. Failure by the Contractor to declare a subcontractor potential claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through potential claims) at the time of submission of the Contractor's potential claims, as provided hereunder, shall constitute a release of the State by the Contractor of such subcontractor potential claim.
- E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor potential claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor potential claims; (c) agree that, to the extent a subcontractor potential claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor potential claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor potential claims between the subcontractor(s) or supplier(s) and the Contractor that are not actionable by the Contractor against the Department.

### **RETENTION**

Failure of the Contractor to nominate and approve DRB members in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions shall result in the retention of 25 percent of the estimated value of all work performed during each estimate period in which the Contractor fails to comply with the requirements of this section as determined by the Engineer. DRB retentions will be released for payment on the next monthly estimate for partial payment following the date that the Contractor has nominated and approved DRB members and no interest will be due the Contractor.

### **DISPUTE REVIEW BOARD AGREEMENT**

A copy of the "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract follows:

**DISPUTE REVIEW BOARD AGREEMENT**

\_\_\_\_\_  
(Contract Identification)

Contract No. \_\_\_\_\_

**THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT",** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," \_\_\_\_\_ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

\_\_\_\_\_,  
(Contractor Appointee)

\_\_\_\_\_,  
(State Appointee)

and \_\_\_\_\_  
(Third Person)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

**SECTION I DESCRIPTION OF WORK**

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

**SECTION II SCOPE OF WORK**

The scope of work of the DRB includes, but is not limited to, the following:

**A. OBJECTIVE**

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute that is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

## **B. PROCEDURES**

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on facts and circumstances involved in the dispute, pertinent contract provisions, applicable laws and regulations. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

## **C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS**

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and potential claims.

The STATE's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

#### **D. DRB CONSIDERATION AND HANDLING OF DISPUTES**

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral, unless otherwise agreed to by all parties. The DRB shall determine the time and location of DRB dispute meetings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. No dispute meetings shall take place later than 30 days prior to acceptance of contract.

Normally, dispute meetings shall be conducted at or near the project site. However, any location that would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these dispute meetings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, applicable laws and regulations, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the dispute meeting begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB dispute meetings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute meetings and all other DRB activities. The parties shall have a representative at all dispute meetings. Failure to attend a duly noticed dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members shall ask questions, seek clarification, and request further data from either of the parties as may be necessary to assist in making a fully informed recommendation. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. In large or complex cases, additional dispute meetings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute meetings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

#### **E. DRB MEMBER REPLACEMENT**

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 15 days. This AGREEMENT shall be amended to indicate change in DRB membership.

### **SECTION III CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents that are or may become necessary for the DRB to perform their function. Pertinent documents are written notices of potential claim, responses to those notices, drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

### **SECTION IV STATE RESPONSIBILITIES**

The STATE will furnish the following services and items:

#### **A. CONTRACT RELATED DOCUMENTS**

The STATE will furnish to each DRB member one copy of Notice to Contractors and Special Provisions, Proposal and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

#### **B. COORDINATION AND SERVICES**

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

### **SECTION V TIME FOR BEGINNING AND COMPLETION**

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

### **SECTION VI PAYMENT**

#### **A. ALL INCLUSIVE RATE PAYMENT**

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

## **B. PAYMENTS**

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

## **C. INSPECTION OF COSTS RECORDS**

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

## **SECTION VII ASSIGNMENT OF TASKS OF WORK**

The DRB members shall not assign the work of this AGREEMENT.

## **SECTION VIII TERMINATION OF DRB MEMBERS**

DRB members may resign from the DRB by providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power or by either party, for failing to fully comply at all times with all required employment and financial disclosure conditions of DRB membership in conformance with the terms of the contract.

## **SECTION IX LEGAL RELATIONS**

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

## **SECTION X CONFIDENTIALITY**

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents shall be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

**SECTION XI DISPUTES**

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

**SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party, including an individual member of the DRB, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

**SECTION XIII FEDERAL REVIEW AND REQUIREMENTS**

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

**SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

DRB MEMBER

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title : \_\_\_\_\_

DRB MEMBER

By : \_\_\_\_\_

Title : \_\_\_\_\_

CONTRACTOR

CALIFORNIA STATE DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### **5-1.33 RELATIONS WITH U.S. ARMY CORPS OF ENGINEERS**

This project is located within the jurisdiction of the United States Army Corps of Engineers (ACOE). A permit has been issued for the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project and a modification to the permit for work to be performed under this contract has been submitted to the U.S. Army Corps of Engineers for their review and approval. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly. Said document shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the permit and the proposed modification to the permit may be obtained at the Department, Plans and Bid Documents, Room 200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, telephone number (916) 654-4490, and will be available for inspection at the Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty\_senior\_district04@dot.ca.gov, telephone number (510) 286-5209.

Any modifications to the permit, which are proposed by the Contractor, shall be submitted in writing to the Engineer for transmittal to the ACOE for their consideration. No additional time or compensation will be allowed for delays by the Contractor's proposed modifications to the agreement between the Department of Transportation and the ACOE.

If the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Department and the ACOE shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

### **5-1.34 RELATIONS WITH SAN FRANCISCO BAY CONSERVATION DEVELOPMENT COMMISSION**

This project is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC). A permit has been issued for the San Francisco-Oakland Bay Bridge East Span Seismic Safety Project and an amendment to the permit for work to be performed under this contract has been submitted to BCDC for their review and approval. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said areas as shown on the plan and shall conduct the Contractor's work accordingly. Said document shall be considered a part of, and shall become an integral part of the special provisions and contract for this project.

Copies of the permit and the proposed amendment may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, telephone number (916) 654-4490, and will be available for inspection at the Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty\_senior\_district04@dot.ca.gov, telephone number (510) 286-5209.

Any modifications to the permit, which are proposed by the Contractor, shall be submitted in writing to the Engineer for transmittal to the BCDC for their consideration. No additional time or compensation will be allowed for delays caused by the Contractor's proposed modifications to the agreement between the Department of Transportation and the BCDC.

If the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department of Transportation takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and BCDC shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

For temporary structures, including docks, trestles, temporary towers and falsework to be located in-Bay or within the 30-meter shoreline band of BCDC's jurisdiction and included in the proposed BCDC permit amendment for this contract, the Contractor shall submit to the Engineer a plan within 15 working days after approval of the contract. The plan shall include the area covered by the in-Bay temporary structures, docks, and trestles and the volume of water displaced by the in-Bay temporary structures, docks, and trestles to be placed Bayward of the mean-high-water-line and the square meters of shoreline to be occupied by any temporary structures. The Engineer will submit to BCDC for final plan review; the Engineer and BCDC will review and the Engineer will provide comments to the Contractor within 50 calendar days. The Contractor will have 10 working days to revise and resubmit.

If the Contractor elects to develop additional temporary structures or trestles in the bay or within the 30 meter shoreline band of BCDC's jurisdiction, not included in the proposed BCDC permit amendment for this contract, he shall submit to the Engineer plans for temporary structures or trestles within 15 working days after the approval of the contract. The Engineer will have 20 working days to review the plans. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the plans within 10 working days of receipt of the Engineer's comments. The State will submit a permit amendment request to BCDC for review and approval.

The BCDC amendment process will take a minimum of an additional 90 calendar days, after receiving the revised plans from the Contractor.

In addition, the Contractor shall submit to the Engineer the final plans for temporary structures or trestles in-Bay or within the 30 meter shoreline band within 15 working days after approval of the BCDC amendment. The plan shall include the area covered by the in-Bay temporary structures, docks, and trestles and the volume of water displaced by the in-Bay temporary structures, docks, and trestles to be placed Bayward of the mean-high-water-line and the square meters of shoreline to be occupied by any temporary structures. The Engineer will submit to BCDC for final plan review; the Engineer and BCDC will review and the Engineer will provide comments to the Contractor within 50 calendar days. The Contractor will have 10 working days to revise and resubmit.

Full compensation for conforming to the above requirements shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

### **10-1.20 TIME-RELATED OVERHEAD**

The Contractor will be compensated for time-related overhead in conformance with these special provisions.

Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages," "Force Account Payment," and "Progress Schedule (Critical Path Method)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to the work of the contract. Time-related costs of field office overhead include, but are not limited to, salaries, benefits, and equipment costs of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies, and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. These costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. Home office overhead costs shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The amount of time-related overhead associated with a reduction in contract time for cost reduction incentive proposals accepted and executed in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications shall be considered a construction cost attributable to the resultant estimated net savings due to the cost reduction incentive.

If the final increased amount of time-related overhead exceeds 149 percent of the contract lump sum price bid, the Contractor shall, within 60 days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field office overhead and home office overhead are:

- A. Allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31.
- B. Adequately supported by reliable documentation.
- C. Related solely to the project under examination.

Within 20 days of the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer requests the independent Certified Public Accountant audit, or if it is requested in writing by the Contractor, the contract lump sum payment for time-related overhead, in excess of 149 percent of the lump sum price bid, will be adjusted to reflect the actual rate.

The cost of performing an independent Certified Public Accountant audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination and report in conformance with the provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost. The cost of performing an audit examination and submitting the independent Certified Public Accountant audit report for overhead claims other than for the purpose of verifying the actual rate of time-related overhead shall be entirely borne by the Contractor.

Time-related overhead will be paid for at a lump sum price. The contract lump sum price bid for time-related overhead will be increased or decreased only as a result of suspensions or adjustments of contract time which revise the current contract completion date and which satisfy any of the following criteria:

- A. Suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
  - 1. Suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations.
  - 2. Suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform the provisions of the contract.
  - 3. Other suspensions that mutually benefit the State and the Contractor.
- B. Extensions of contract time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.
- C. Reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

For each day the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions, is increased or decreased due to suspensions or adjustments of contract time as specified above, the lump sum price for time-related overhead will be increased or decreased by an amount equal to the contract lump sum price bid for time-related overhead divided by the number of working days bid to complete the contract.

In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path Method)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the amount of time-related overhead eligible for payment will be based on the total number of working days for the project, in conformance with the provisions in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule.

The contract lump sum price paid for time-related overhead shall include full compensation for time-related overhead, including the Contractor's share of costs of an independent Certified Public Accountant audit of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer.

The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to the contract item of time-related overhead.

Full compensation for additional overhead costs involved in incentive and disincentive provisions to satisfy internal milestone or multiple calendar requirements shall be considered as included in the contract items of work involved and no additional compensation will be allowed therefor.

Full compensation for additional overhead costs incurred during days of inclement weather when the contract work is extended into additional construction seasons due to delays caused by the State shall be considered as included in the time-related overhead paid during the contract working days, and no additional compensation will be allowed therefor.

Full compensation for additional overhead costs involved in performing additional contract item work that is not a controlling operation shall be considered as included in the contract items of work involved, and no additional compensation will be allowed therefor.

Full compensation for overhead, other than time-related overhead measured and paid for as specified above, and other than overhead costs included in the markups specified in "Force Account Payment" of these special provisions, shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

Overhead costs incurred by joint venture partners, subcontractors, suppliers or other parties associated with the Contractor shall be considered as included in the various overhead costs for which the Contractor is compensated, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount of time-related overhead in each monthly partial payment will be based on the number of working days that occurred during that monthly estimate period, including compensable suspensions and right of way delays. Working days granted by contract change order due to extra work or changes in character of work, will be compensated upon completion of the contract. The amount earned per working day for time-related overhead shall be the lesser of the following amounts:

- A) The contract lump sum price for time-related overhead, divided by the number of working days bid to complete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.
- B) Twenty percent of the original total contract amount, divided by the number of working days bid to compete the contract, in conformance with the provisions in "Beginning Of Work, Time Of Completion And Liquidated Damages," of these special provisions.

After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the contract lump sum price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

### **10-1.21 SUBMITTAL CAMPUS**

The objective of the submittal campus is to prepare, submit, review and process submittals in the shortest and most efficient manner possible. Submittals shall include but are not limited to design drawings, working drawings, shop drawings, and calculations. After the bid, the Department will make its Design engineers available for consultation on site with the contractor's engineers and detailers who are preparing submittals. The effort will focus on the most critical and time dependent submittals first to prevent delay to the project schedule. It is the Contractor's responsibility to submit submittals sufficiently in advance of the start of the affected work, in accordance with "Working Drawings" of these special provisions.

The Contractor shall provide the following within 60 days of contract award to facilitate early resolution of construction submittals:

1. Suitable office facilities within 25 km of the San Francisco-Oakland Bay Bridge Toll Plaza for a minimum of two years. A campus location within 15 km of downtown Sacramento, California will be considered if beneficial to all parties and approved in writing by the Engineer. The facilities shall include workspace for the Contractor's staff as determined by the Contractor plus a minimum of 8 vacant, separate office cubicles or rooms and a common meeting room. The facilities shall also include access to a copier, and a fax machine. Each workspace shall include a minimum of a desk, office chair, bookshelf, phone, and T1 computer cabling. The Contractor is responsible for providing utilities, local phone service and internet access.
2. Full time on-site Design Manager, available to coordinate, manage, and process submittals for the project as specified in these special provisions.
3. At least half time on-site Contractor's Engineer, as specified in these special provisions.
4. Full time, on-site staff authorized by the Contractor to be capable of producing and revising submittals, and in conjunction with such work generating and assisting in resolution of requests for information and potentially resultant change orders. It is not required that all the Contractor's design staff be located on-site.
5. Regularly scheduled submittal status meetings (daily if required) to discuss the status and resolve submittal issues, attended by representatives of the Engineer and the Contractor's coordinator and staff as appropriate.
6. Regular updates of the working drawing submittal schedule specified in "Submittal Schedule," of these special provisions.

Conformance with these special provisions does not relieve the Contractor of the responsibility for furnishing complete submittals or producing finished work of the quality specified in the Standard Specifications, these special provisions and as shown on the plans.

The Contractor shall submit, for approval by the Engineer, a schedule of costs detailing the breakdown of the contract lump sum item. The schedule of costs shall be proportionate to the work involved and shall detail the costs and payment schedule for each cost item associated with the process entailed in obtaining acceptance or approval of all submittals as specified hereunder. When requested by the Engineer, the Contractor shall furnish any cost data, which might assist the Engineer in verifying one-time partial payments and establishing a suitable schedule of costs. The schedule of costs will be used to determine progress payments for "Submittal Campus" during the progress of the work. The schedule of costs shall be submitted to the Engineer for approval within 10 days of contract award. The Engineer shall be allowed 10 days for approval or return for correction of the submittal.

Attention is directed to "Payments," of these special provisions.

The contract lump sum price paid for submittal campus shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in facilitating early resolution of submittals.

### **10-1.215 SUBMITTAL SCHEDULE**

The Contractor shall submit the submittal schedule in accordance with the requirements of these special provisions.

The Contractor's attention is directed to the section "Progress Schedule (Critical Path Method)" of these special provisions for the definitions of Baseline Schedule and Controlling Operation.

Within 45 days after approval of the contract, the Contractor shall submit to the Engineer for acceptance the submittal schedule in conjunction with the Baseline Schedule. The working drawing submittal schedule shall include the following:

- A. Name and brief description of all submittals and supplements including all subsections required by the Standard Specifications and these special provisions.
- B. Reference section of the Standard Specifications or these special provisions for each submittal.
- C. Allowable time for review of the submittal by the Engineer as specified in the Standard Specifications and these special provisions.
- D. A time-scaled logic diagram which shows all submittals, submittal activities, and demonstrates any interdependency between separate submittals or partial submittals.
- E. A listing of all submittals affecting the Controlling/critical path Operation.
- F. Identification of the first occurrence of any Controlling/critical path Operation affected by each submittal.
- G. A time-scaled diagram showing the estimated number of sheets in each submittal for the Engineer's review.
- H. In the event that several related submittals with review times on the controlling/critical path are submitted simultaneously, or an additional submittal is submitted for review before the review of a previous submittal has been completed, the Contractor shall designate the sequence in which the submittals are to be reviewed.

The Contractor's proposed submittal schedule shall be in the order of the activities listed in the Baseline Schedule. Submittal schedules in contradiction with the Baseline Schedule will not be accepted.

Items 'D' through 'H,' above, of the submittal schedule, shall be updated and submitted to the Engineer on a monthly basis in conjunction with the monthly updates provided for under Progress Schedule (Critical Path Method). The submittal schedule updates shall reflect actual durations and proposed revisions in durations, resources, and logic.

If a submittal for any activity is not accepted by the Engineer, the allowable time for review of the submittal by the Engineer as specified in the Standard Specifications and these special provisions will be reset after a re-submittal is made and the completeness of the re-submittal is checked by the Engineer. No compensation will be allowed for any costs incurred or for delay in completing the work resulting from rejected submittal. Pursuant to Item 'H,' above, of the submittal schedule, should the Contractor submit several related submittals with review times on the controlling/critical path, or an additional submittal for review before the review of a previously submittal has been completed, the time to be provided for the review of any submittal in the sequence shall be not less than the review time specified for that submittal, plus 7 calendar days for each submittal of higher priority which is still under review.

Full compensation for preparing and submitting the submittal schedule including all revisions shall be considered as included in the contract lump sum price paid for Progress Schedule (Critical Path Method), and no additional compensation will be allowed therefor. The initial schedule submittal, as specified herein, shall be considered a component of the Baseline Schedule provisions of Progress Schedule (Critical Path Method), and the monthly schedule update provisions, as specified herein, shall be considered a component of the provisions of Progress Schedule (Critical Path Method), and the deduction and retention provisions of Progress Schedule (Critical Path Method) shall apply.

#### **10-1.54 GRIND EXISTING CONCRETE PAVEMENT**

This work shall consist of grinding existing portland cement concrete as shown on the plans, as specified in Section 42-2, "Grinding," of the Standard Specifications and these special provisions, and as directed by the Engineer.

Grinding equipment for grinding concrete pavements shall use diamond blades mounted on a self-propelled machine designed for grinding and texturing concrete pavements. Grinding equipment that causes raveling, aggregate fracturing, or spalling, or that damages the transverse or longitudinal joints shall not be used.

Grinding shall be performed in the longitudinal direction of the traveled way so that the grinding begins and ends at lines perpendicular to the pavement centerline. Pavement transition tapers shall be constructed at locations shown on the plans and in conformance with these special provisions. Equipment that can produce a pavement transition taper without damaging the concrete pavement to remain in place shall be used. At the option of the Contractor, existing concrete pavement, shown to be tapered, may be removed and replaced with portland cement concrete.

Grinding residue shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. In the event that the Contractor cannot enter into an agreement with the owner of a disposal site or recycling facility to receive the residue in its wet condition, the Contractor may request the use of a location within the highway right of way to install a grinding residue containment system for removing excess water from the grinding residue. The water shall be treated as a prohibited non-storm water discharge. As part of the request to use a location within the highway right of way, the Contractor shall:

- A. Furnish satisfactory evidence to the Engineer that recycling, quarry, and disposal facilities have been contacted and these facilities are unable or unwilling to accept the grinding residue in its wet condition.
- B. Submit an amendment to the Storm Water Pollution Prevention Plan (SWPPP) in conformance with the provisions in "Water Pollution Control" of these special provisions addressing temporary water pollution control practices used during the drying operation for review and approval if not already addressed in the initial SWPPP. The construction site Best Management Practices shall include, but not be limited to: WM-8 Concrete Waste Management, TC-1 Stabilized Construction Entrances/Exits, TC-2 Stabilized Construction Roadways, SC-10 Drain Inlet Protection, and Non-storm Water Discharges.

The grinding residue containment system shall be an above-grade prefabricated watertight containment system that has sufficient capacity to contain the grinding residue with a minimum of 0.3 m of freeboard so that other work is not delayed. The grinding residue containment system shall be located at least 15 m away from water bodies, storm water conveyance systems, ESAs, or any areas under the jurisdiction of the US Army Corps of Engineers or the California Department of Fish and Game.

The State will not be liable to the Contractor for failure to accept all or any portion of the water pollution control practices for the grinding residue containment system, nor for any delays to the work due to the Contractor's failure to submit acceptable water pollution control practices. The Contractor shall not begin installation or use of grinding residue containment system until authorization to proceed is obtained from the Regional Water Quality Control Board having jurisdiction of the site and the Engineer.

If the Contractor chooses to use a site outside highway right of way for drying or disposal of the grinding residue, which does not currently hold separate waste discharge requirements to handle the material, an amendment to the SWPPP shall be submitted in conformance with the provisions in "Water Pollution Control" of these special provisions addressing temporary and permanent water pollution control practices used during the drying or disposal operation for review if not already addressed in the initial SWPPP. The Contractor shall furnish to the Engineer satisfactory evidence that authorization was obtained from the Regional Water Quality Control Board having jurisdiction of the site.

## ENGINEER'S ESTIMATE

04-0120R4

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	031072	ELECTRONIC MOBILE DAILY DIARY COMPUTER SYSTEM DATA DELIVERY	LS	LUMP SUM	LUMP SUM	
2	031073	CONSTRUCTION SURVEYING	LS	LUMP SUM	LUMP SUM	
3	031074	PHOTO SURVEY OF EXISTING FACILITIES	LS	LUMP SUM	LUMP SUM	
4	031075	TURBIDITY CONTROL	LS	LUMP SUM	LUMP SUM	
5	031146	VIBRATION MONITORING	LS	LUMP SUM	LUMP SUM	
6	031076	SUBMITTAL CAMPUS	LS	LUMP SUM	LUMP SUM	
7	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	LUMP SUM	
8	070018	TIME-RELATED OVERHEAD	LS	LUMP SUM	LUMP SUM	
9 (S)	071325	TEMPORARY FENCE (TYPE ESA)	M	730		
10	049372	TEMPORARY BYPASS STRUCTURE, EAST TIE-IN	LS	LUMP SUM	LUMP SUM	
11	049373	TEMPORARY BYPASS STRUCTURE, VIADUCT	LS	LUMP SUM	LUMP SUM	
12	049374	TEMPORARY BYPASS STRUCTURE, WEST TIE-IN	LS	LUMP SUM	LUMP SUM	
13 (S)	031087	CONTRACTOR DESIGN	LS	LUMP SUM	LUMP SUM	
14 (S)	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	
15 (S)	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	LUMP SUM	
16 (S)	074025	TEMPORARY SOIL STABILIZER	M2	17 900		
17 (S)	074029	TEMPORARY SILT FENCE	M	1070		
18 (S)	031077	TEMPORARY PERIMETER CONTROL BARRIER	M	160		
19 (S)	074032	TEMPORARY CONCRETE WASHOUT FACILITY	LS	LUMP SUM	LUMP SUM	
20 (S)	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	6		

**ENGINEER'S ESTIMATE**

**04-0120R4**

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
81 (S)	031093	12 NPS WATER MAIN (TEMPORARY BYPASS STRUCTURE)	M	410		
82 (S)	031094	4 NPS WATER LINE (TEMPORARY BYPASS STRUCTURE)	M	410		
83	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

**TOTAL BID (A):** \_\_\_\_\_

**TOTAL BID (B):**

**\$ 100,000.00**      x      \_\_\_\_\_

(Cost Per Day) **(Enter Working Days Bid)**

(Not To Exceed 668 Days)

**TOTAL BASIS FOR COMPARISON**

**OF BIDS:**

**(A+B):**      =

\_\_\_\_\_