

CITY OF



AGOURA HILLS

"Gateway to the Santa Monica Mountains National Recreation Area"

**RECEIPT AND ACKNOWLEDGMENT OF ADDENDUM
FOR
U.S. 101 / REYES ADOBE ADDENDUM NO. 1**

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents. Return this document with your bid.

Addenda No.	Date Received	Company	Signature
1			

ADDENDUM NO. 1, June 17, 2009

RE: U.S. 101/Reyes Adobe Road Interchange Improvements
Contract No. 07-240204

FROM: Ramiro S. Adeva III, PE
City Engineer

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Procurement Documents that were released on June 6, 2009. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

This Addendum consists of two pages and the attached fourteen special provisions sections or additions to sections, bearing the notation "Addendum No. 1" at the bottom of each page.

CHANGES TO SPECIAL PROVISIONS:

The following sections are replaced in their entirety by the attached new sections:

1. Table of Contents
2. Section 1-3 – Agency Amendments to Standard Specifications
3. Section 4 – Beginning of Work, Time of Completion, and Liquidated Damages
4. Section 5-1.01 – Lines and Grades
5. Section 5-1.14 – Payments
6. Section 6 – Office Facilities
7. Section 10-1.01 – Order of Work
8. Section 10-1.16 - Obstructions
9. Section 10-1.31 – Earthwork

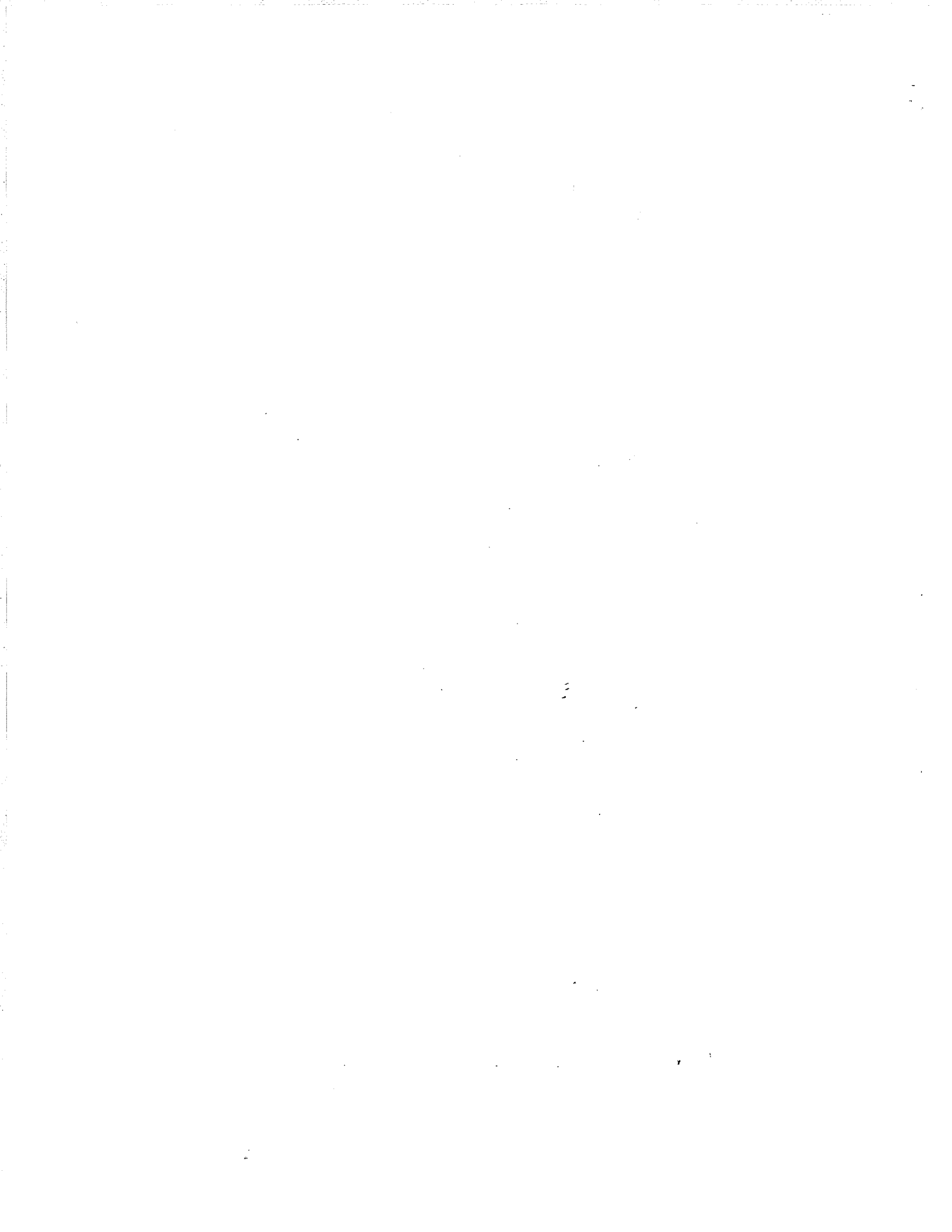


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* Sections modified by Addendum No. 1

1-3. AGENCY AMENDMENTS TO STANDARD SPECIFICATIONS

SECTION 1: DEFINITIONS AND TERMS

Section 1, Definitions and Terms, is amended by adding the following sections:

1-1.035 AGENCY

City of Agoura Hills.

1-1.075 BOARD

City Council of the City of Agoura Hills.

1-1.082 CALTRANS

State of California Department of Transportation.

1-1.083 CITY

City of Agoura Hills.

1-1.102 COUNTY

County of Los Angeles.

1-1.195 FEDERAL

United States of America.

Section 1-1.04, "Contractor," is amended to read:

1-1.04 CONTRACTOR

The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the Agency, as party or parties of the second part or their legal representatives. The term Contractor means Contractor as defined herein or an authorized representative.

Section 1-1.18, "Engineer," is amended to read:

1-1.18 ENGINEER

The City Engineer of the City of Agoura Hills or his/her authorized representative.

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

The first paragraph of Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," is amended to read:

The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

SECTION 3: AWARD AND EXECUTION OF CONTRACT

Section 3-1.02, "Contract Bonds," is amended by adding after the third paragraph:

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

Section 3-1.03, "Execution of Contract," is amended to read:

3-1.03 EXECUTION OF CONTRACT

Within 10 workings days after the date of the Agency's notice of award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the Agency until executed by authorized Agency officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

SECTION 5: CONTROL OF WORK

Section 5-1.02, "Plans and Working Drawings," is amended by adding after the fifth paragraph:

All plans and working drawings submitted to the Engineer shall be submitted in both paper and electronic format.

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Furthermore, no work shall be performed that deviates from the plans and special provisions without the prior written consent of the Engineer. Upon completion of all work, the Contractor shall return the control set to the Engineer for confirmation of all changes shown. Upon approval by the Engineer, Contractor shall revise original, approved mylar set of plans, and return to Engineer. Final payment will not be made until this requirement is met.

Section 5-1.07, "Lines and Grades," is amended by adding after the third paragraph:

The lines and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

Section 5-1.09, "Removal of Rejected and Unauthorized Work," is amended to read:

5-1.09 REMOVAL OF REJECTED AND UNAUTHORIZED WORK

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of recordation of the Notice of Completion. Within this 1-year period, the Contractor shall also restore to full compliance with the requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the Agency harmless and defend and indemnify the Agency

from claims of any kind arising from damages due to said defects or non-compliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice.

SECTION 6: CONTROL OF MATERIALS

Section 6-3.01, "General," is amended by adding after the seventh paragraph:

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

SECTION 8: PROSECUTION AND PROGRESS

The third paragraph of Section 8-1.01, "Subcontracting," is amended to read:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump-Sum Price. When a portion of an item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump-Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The fifth paragraph of Section 8-1.01, "Subcontracting," is amended to read:

Prior to award of the contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

SECTION 81: MONUMENTS

Section 81-1.04, "Blank," is amended to read:

81-1.04 PRESERVATION OF EXISTING MONUMENTS

Contractor is responsible for preservation and/or perpetuation of all existing monuments which control subdivisions, tracts, boundaries, streets, highways, or other right-of-way, easements, or provide survey control which will be disturbed or removed due to contractor's work. The Contractor's licensed surveyor shall reset previously disturbed or removed existing monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771.

Add at end of Section 2, Proposal Requirements and Conditions:

D-U-N-S Requirement

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at: <http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City of Agoura Hills will not approve the contract.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," and 20-4.08, "Plant Establishment Work," of the Standard Specifications and these special provisions.

The first working day is the fifty-fifth calendar day after contract approval.

The Contractor shall not begin work at the job site, except for measuring controlling field dimensions and locating utilities, until the following submittals are received and approved by the Engineer:

1. Baseline Progress Schedule (Critical Path Method)
2. Storm Water Pollution Prevention Plan (SWPPP)

In addition to the above submittals, the Contractor shall not begin work at the job site, except for measuring controlling field dimensions and locating utilities, until the following submittals are received by the Engineer:

1. Notice of Materials To Be Used.
2. Contingency plan for reopening closures to public traffic.
3. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement shall show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement shall show the dates that the materials will be shipped.
5. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement shall show the dates that the materials will be shipped.

The Contractor may begin work at the job site before the fifty-fifth day after contract approval if:

1. The Contractor submits and obtains required approvals for the submittals before the fifty-fifth day
2. Authorized by the Engineer in writing

The Agency will grant time extensions for delays only that are beyond the Contractor's control and that prevent the Contractor from starting work at the job site on the first working day.

The work (except plant establishment work) shall be diligently prosecuted to completion before the expiration of **320 WORKING DAYS**.

The Contractor shall pay to the Agency the sum of \$5,000 per day for each day's delay in finishing the work (except plant establishment work) in excess of the number of working days specified above.

The work (including plant establishment work) shall be diligently prosecuted to completion before the expiration of **570 WORKING DAYS**.

The Contractor shall pay to the Agency the sum of \$600 per day for each day's delay in completing the plant establishment work.

In no case will liquidated damages of more than \$5,000 per day be assessed.

It is anticipated that water will be available in sufficient quantities for the prosecution of the work. However, water shortages may occur during the life of the contract. Arrangements or commitments obtained by the Agency are not a part of the contract. It is expressly understood and agreed that the Agency assumes no responsibility to the bidder or Contractor whatsoever in respect to the arrangements made with the source. The Contractor shall assume all risks in connection with the use of the source and the terms upon which the use shall be made. There is no warranty or guaranty, either expressed or implied, to the quantity of water that can be obtained from the source. If the Agency has compiled

"Materials Information", as referred to in "Watering" of these special provisions, the bidder or Contractor is cautioned to make independent investigations and obtain the commitments or allocations as the bidder or Contractor deems necessary to verify the quantity of water available. The Contractor shall, at the Contractor's expense, make arrangements or obtain commitments or allocations necessary to provide water for the project.

During the progress of the work, if water becomes unavailable or unavailable in the quantities needed for prosecution of the work, the unavailability of water will be considered a "shortage of materials" in conformance with the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications except for compensation. The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time shown above for the completion of the work caused by the unavailability of water, provided the Contractor notifies the Engineer and furnishes proof of the "shortage of materials" as required in the third and fourth paragraphs in Section 8-1.07, "Liquidated Damages," of the Standard Specifications. If the Contractor sustains delay costs or damages which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor the amount the Engineer may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, as, in the opinion of the Engineer, was unavoidable, determined in the same manner as provided for right of way delays in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. The Contractor shall be entitled to no other compensation for such delay. The provisions in Section 5-1.116, "Differing Site Conditions," of the Standard Specifications shall not apply to the unavailability of water.

5-1.01 LINES AND GRADES

Attention is directed to Section 5-1.07, "Lines and Grades," of the Standard Specifications.

Stakes or marks shall be set by the Contractor's licensed surveyor in conformance with the requirements in Chapter 12, "Construction Surveys," of the Caltrans Surveys Manual.

The stakes or marks set by the Contractor's licensed surveyor shall be for the joint use by the Contractor and the Engineer. The Contractor shall not remove construction staking until the Engineer agrees that the staking is no longer needed. The Contractor shall replace lost or damaged staking, at the Contractor's expense, that the Engineer determines is necessary to construct or inspect the work. Survey notes shall be provided to the Engineer within 24 hours of staking.

Staking by the Contractor shall include field adjustments to the lines and grades shown on the plans to make smooth transitions to existing facilities in accordance with good surveying practice. Any adjustments to the lines and grades provided on the contract plans shall be submitted by the Contractor and reviewed and approved by the Engineer in advance of the work being performed. The Contractor is therefore advised to perform surveying sufficiently in advance of the work to resolve minor discrepancies with the lines and grades on the plans in comparison to existing improvements. Transitions that the Engineer determines to be unacceptable due to the Contractor's failure to comply with this specification shall be replaced at the Contractor's expense.

The Contractor shall provide cross-sections and a topographic survey of the existing bridge with sufficient data to prepare 4-scale (1 inch equaling 4 feet scale) bridge deck contours for review and use by the Engineer. The deck contours shall be prepared by the Contractor in accordance with Caltrans procedures and be submitted to the Engineer no later than 30 working days prior to deck construction. The contour limits are to include the bridge wingwalls, approach slabs, and adjacent 50 feet of approach pavement. The 4-scale plots, cross-sections, and all survey data are to be submitted to the Engineer for review and use in both paper and electronic format.

The surveyed cross-sections of the existing bridge shall be at a maximum spacing of 24 feet along the bridge length. The topographic survey shall include survey points recorded every 8 feet maximum along the saw-cut line with at least one more point taken transverse to the saw-cut line to approximate the existing cross-slope at those locations. All surveyed points shall be stated in relation to centerline Station, Offset (left or right), and Elevation.

The Contractor shall use the 4-scale to calculate the following:

- A. Confirm the planned minimum vertical clearance as identified on the plans.
- B. Calculate top-of-column grades for construction.
- C. Calculate abutment grades for construction.
- D. Calculate falsework grades.
- E. Calculate bridge deck construction grades ("lost deck dowels").
- F. Calculate edge-of-deck grades at 8-foot maximum spacing.

All the above calculations shall be submitted by the Contractor to the Engineer for review and use prior to constructing the related work. These calculations shall be performed in accordance with Caltrans standards, including the Caltrans Bridge Deck Construction Manual. Review of these calculations shall not relieve the Contractor of responsibility to construct the bridge in accordance with the lines and grades shown on the plans.

The Contractor's licensed land surveyor shall perform a pre-construction survey and identify all existing survey monuments within the project limits and replace any monuments after construction as required by State law. The Contractor's licensed land surveyor shall also provide a Record of Survey at the completion of construction.

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

Add to Section 5-1.08 prior to existing language:

DISADVANTAGED BUSINESS ENTERPRISE (DBE).-- This contract is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference. Disadvantaged business enterprises (DBEs), as defined in 49 CFR part 26 are encouraged to participate in the performance of contracts financed in whole or in part with Federal Funds. The Contractor should ensure that DBEs have the opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for this assurance.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Bidders shall be fully informed with respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

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

B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.

C. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;

E. DBEs must be certified by California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP.

F. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as outlined in the Federal Code as outlined above.

G When reporting DBE participation, bidders may count the participation of DBE trucking companies as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm including an owner-operator, who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.,
5. The DBE may also lease trucks from a non-DBE firm including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value

of the transportation services provided by the lessee, since these services are not provided by a DBE;

6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

H. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

5-1.14 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

A. Clearing and Grubbing	\$20,000
B. Develop Water Supply	\$10,000
C. Progress Schedule (Critical Path Method)	\$ 2,500

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. 490736 Furnish piling (Class 90)
- B. 520102 Bar reinforcing steel (bridge)
- C. 512232 Furnish precast prestressed concrete girder

SECTION 6. OFFICE FACILITIES

6-1.01 RESIDENT ENGINEER OFFICE

Contractor shall provide an office for Agency personnel. The office shall be at a suitable location approved by the Engineer. The office must be in a room, building, or trailer provided for this purpose with acceptable means for locking. Any office facilities furnished are for the exclusive use of Agency personnel.

All office facilities shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and of the State of California, and shall conform to current practice. The interior shall be paneled or suitably lined to provide a facility of good appearance. The exterior shall be kept in good appearance at all times and to the satisfaction of the Engineer.

Contractor shall provide fully operational resident engineer office complete in place within 20 working days from notice to proceed.

The Contractor shall provide janitorial and other maintenance services in all types of facilities provided. Such services shall include the supply of the appropriate paper products and dispensers. Trash receptacles shall be provided and emptied by the Contractor at weekly intervals or sooner as required. The trash shall be removed from the project site.

The first progress payment will not be approved until all facilities are in place and fully comply with these special provisions.

The office shall have a minimum floor space of 300 square feet, at least one door, and window area of not less than 30 square feet. All doors and windows shall be provided with screens.

Furniture shall be provided as follows: one plan table, two standard 5 feet long double-pedestal desks each with a drawer suitable for holding files, two chairs, one drafting stool, one plan rack, two bookshelves (4 feet high, 2-1/2 feet wide), portable table 8 feet long, and 10 folding chairs.

Electric power shall be provided to include a minimum of four duplex convenience outlets. The office shall be illuminated at the tables and desk. An outdoor lighting fixture with a 300-watt bulb shall be installed.

Heating and air conditioning of sufficient capacity shall be provided at no expense to the Agency. The Contractor shall provide drinking water within the office and integral sanitary facilities directly adjoining. Sanitary facilities shall include a toilet and washbasin with hot and cold running water.

Extended area, non-coin operated telephone service with at least two separate lines and a fax machine shall be provided within the office. High-speed wireless Internet shall be provided within the office. The installation shall include sufficient extension cord to serve the plan table and desk. A printer/copier (8-1/2" x 11" and 11" x 17" paper sizes) and plotter for the CPM schedule shall be provided.

The contract lump sum price paid for resident engineer office shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in furnishing, maintaining (interior and exterior), and removing the resident engineer office included listed office furniture, office equipment such as telephone service, fax machine, high-speed wireless internet service, printer/copier, plotter, paper products, and janitorial and other maintenance services as specified in these special provisions and no additional payment will be made therefor.

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to "Obstructions" of these special provisions regarding the relocations of Southern California Edison (SCE), MCI/Verizon, Time Warner, and Las Virgenes Municipal Water District (LVMWD) facilities during the progress of the contract.

Attention is directed to "Obstructions" of these special provisions regarding the existing fiber optic communications line located in freeway outside shoulder or in the upslope adjacent to freeway outside shoulder. These fiber optic lines might interfere with the pile driving operations, substructure construction, or slope paving construction and shall be rearranged in advance of construction operations by the Contractor (if necessary). As first order of work for piling driving operations, the Contractor shall ascertain exact location (both horizontally and vertically) of the existing fiber optic communications lines and lines shall be relocated as required in close coordination with Caltrans.

Temporary chain link fencing to control access around project limits shall be constructed. As existing main line fencing is removed, at the end of each working day any opening in the fence shall be temporarily closed to provide access control during non-working hours.

Special advance information construction area signs, as shown on the plans, shall be installed a minimum of two weeks prior to the start of any work requiring the closure of ramps.

Once the construction is started on any ramp, the work shall be performed in successive work periods until final paving of the ramp is completed.

The first order of work shall be to place the order for the traffic signal and electrical equipment and to perform the jointly conducted pre-construction check with the Engineer in conformance with the provisions of "Maintaining Existing and Temporary Electrical Systems" of these special provisions, and as directed by the Engineer. The Engineer shall be furnished a statement from the vendor that the order for the traffic signal equipment has been received and accepted by the vendor.

No later than 14 calendar days after approval of the contract, the Contractor shall submit to the Engineer:

- A. A list of communication system routing materials, including, but not limited to, fiber optic and twisted pair cables and splice closures, and various communications system routing field elements, that would be used in the event of damage caused by Contractor's work to the existing communications system routing.
- B. A plan to meet the requirements of maintaining communication system routing facilities in conformance with the provisions of "Maintaining Existing Electrical Systems" of these special provisions, and as directed by the Engineer.

The Engineer will have 14 calendar days to review, comment, reject, or approve each item on the list of materials, the plan to meet the requirements of communication system routing facilities, and the proposed schedule for the construction activity timetable.

Should the Engineer fail to complete the review within 14 calendar days, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in the Engineer's review, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall resubmit for approval new items for any rejected items within 7 calendar days.

The uppermost layer of new pavement shall not be placed until all underlying conduits and loop detectors have been installed.

Prior to commencement of the traffic signal functional test at any location, all items of work related to signal control shall be completed and all roadside signs, pavement delineation, and pavement markings shall be in place at that location.

Attention is directed to "Slope Paving" of these special provisions regarding constructing a 4' x 6' test panel prior to placing the permanent slope paving.

Attention is directed to "Miscellaneous Concrete Construction" of these special provisions regarding constructing a 2' x 2' test panel prior to constructing curb ramps with detectable warning surfaces.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Attention is directed to "Replace Concrete Pavement (Rapid Strength Concrete)" of these special provisions in regards to providing Pre-Operation Conference and the Just-In-Time Training prior to commencing pavement replacement operations.

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the Storm Water Pollution Prevention Plan prior to performing work having potential to cause water pollution.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path Method)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

Prior to applying asphalt concrete, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the asphalt concrete has been placed. After completion of the asphalt concrete operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the contract price paid per ton for asphalt concrete, and no additional compensation will be allowed therefor.

Construction of the new structural section adjacent to the existing traveled way shall be performed in successive and, once all operations are under way, concurrent operations of excavating, preparing subgrade, placing base materials and paving. Excavation within 5 feet of the existing traveled way shall not precede the paving operation by more than 7 working days unless approved in writing by the Engineer.

At the end of each working day if a difference in excess of 1 foot exists between the elevation of the existing pavement and the elevation of excavations within 5 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material

on a 1:4 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

Contractor shall conduct a pre-construction bird nesting survey to verify nesting activity. If nesting activity is present the Contractor shall coordinate with authorized representatives from both Caltrans and the Agency (City) to ensure that the nesting birds are fully protected during construction.

Not less than 60 days prior to planting the plants, the Contractor shall furnish the Engineer a statement from the vendor that the order for the plants required for this contract, including inspection plants, has been received and accepted by the vendor. The statement from the vendor shall include the names, sizes, and quantities of plants ordered and the anticipated date of delivery.

The Contractor shall place orders for replacement plants with the vendor at the appropriate time so that the roots of the replacement plants are not in a root-bound condition.

Not less than 60 days prior to applying seeds, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

Attention is directed to "Irrigation Systems Functional Test" of these special provisions, regarding restrictions for planting operations.

Attention is directed to "Locate Existing Crossovers and Conduits" of these special provisions regarding locating existing irrigation water line crossovers and conduits shown on the plans to be incorporated in the new work. Existing irrigation water line crossovers and conduits shall be located prior to performing work on the irrigation system.

Clearing, grubbing, and earthwork operations shall not be performed in areas where existing irrigation facilities are to remain in place until existing irrigation facilities have been checked for proper operation in conformance with the provisions in "Existing Highway Irrigation Facilities" of these special provisions.

Existing conduits to be extended shall be located in conformance with the provisions in "Extend Irrigation Crossovers" of these special provisions prior to the start of other work in these areas.

Attention is directed to Section 20-5.027B, "Wiring Plans and Diagrams," of the Standard Specifications regarding submittal of working drawings.

Attention is directed to "Irrigation Controller Enclosure Cabinet" of these special provisions regarding preinstalling irrigation components in the irrigation controller enclosure cabinet prior to field installation.

When embankment settlement periods or surcharge embankment settlement periods are specified, the settlement periods and the deferment of portions of the work shall comply with the provisions in Section 19-6.025, "Settlement Period," of the Standard Specifications and in "Earthwork" of these special provisions.

10-1.16 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," Section 15, "Existing Highway Facilities," and Section 51-1.19, "Utility Facilities," of the Standard Specifications and these special provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 pounds per square inch (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	(800) 422-4133 (800) 227-2600

If these facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of the facilities, except as provided herein for conduit to be placed under pavement, until the owner, or the owner's representative, has located the facility by potholing, probing or other means that will locate and identify the facility. Conduit to be installed under pavement in the vicinity of these facilities shall be placed by the trenching method in conformance with the provisions in "Conduit" of these special provisions. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or the owner's representative, the State will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

The following utility agencies shall be contacted prior to doing work at the locations specified in these special provisions.

UTILITY FACILITY	UTILITY COMPANY	TELEPHONE NUMBER
Power (Transmission)	Southern California Edison Transmission	661-294-1543 Kendra Heinicke
Power (Distribution)	Southern California Edison Distribution	805-654-7336 George Perez
Natural Gas	Southern California Gas	818-701-3319 Jeff Roth
Telephone	AT&T (formerly SBC)	626-356-7327 Bruce Thompson
Cable TV	MCI Cable/ Verizon Business	626-666-3526 Don Beckermann
Cable TV	Time Warner Cable	805-477-4427 Paul Georgia

Water	Las Virgenes Municipal Water District	818-251-2230 John Zhao
Sewer	County Sanitation Districts of Los Angeles County	562-699-7411

The following utility facilities will be relocated by others during the progress of the contract. The Contractor shall notify the Engineer and the utility company, in writing, 20 working days prior to doing work in the vicinity of the facility. The utility facility will be relocated within the listed working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications, after the notification is received by the Engineer. The number of advance working days' notice shall be provided by the utility company in a written document.

UTILITY COMPANY	UTILITY FACILITY	LOCATION	WORKING DAYS
Southern California Edison Transmission	Power Pole	Reyes Adobe Road "Alignment" "RI" Line 70' Lt. Sta 13 + 45.70	20
Southern California Edison Transmission	Power Pole	Canwood Street "Alignment" "C" line 50' Rt. Sta 83 + 90	
Southern California Edison Distribution	Line on Power Pole	Reyes Adobe Road "Alignment" "RI" Line 70' Lt. Sta 13 + 45.70	
Southern California Edison Distribution	Line on Power Pole	Canwood Street "Alignment" "C" line 50' Rt. Sta 83 + 90	
MCI Cable/ Verizon Business	Line on Power Pole	Reyes Adobe Road "Alignment" "RI" Line 70' Lt. Sta 13 + 45.70	30
MCI Cable/ Verizon Business	Line on Power Pole	Canwood Street "Alignment" "C" line 50' Rt. Sta 83 + 90	
Time Warner Cable (NOT Adelphia Communications any longer)	Line on Power Pole	Reyes Adobe Road "Alignment" "RI" Line 70' Lt. Sta 13 + 45.70	30
Time Warner Cable (NOT Adelphia Communications any longer)	Line on Power Pole	Canwood Street "Alignment" "C" line 50' Rt. Sta 83 + 90	

Installation by the Contractor of the following utility facilities will require coordination with the utility companies and with the Contractor's operations. The Contractor shall make the necessary arrangements with the utility company, through the Engineer, and shall submit a schedule of work, verified by a representative of the utility company, to the Engineer. The schedule of work shall provide

not less than the following number of working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications:

UTILITY COMPANY & ADDRESS	UTILITY FACILITY	LOCATION	WORKING DAYS
County Sanitation Districts Of Los Angeles County 1955 Workman Mill Rd. Whittier, CA 90603	Sanitary sewer manhole (adjust)	Reyes Adobe Road "Alignment" "R1" 5+97 LT	20
County Sanitation Districts Of Los Angeles County 1955 Workman Mill Rd. Whittier, CA 90603	Sanitary sewer manhole (adjust)	Reyes Adobe Road "Alignment" "R1" 6+40 LT	
County Sanitation Districts Of Los Angeles County 1955 Workman Mill Rd. Whittier, CA 90603	Sanitary sewer manhole (adjust)	Reyes Adobe Road "Alignment" "R1" 6+35 LT	
Las Virgenes Municipal Water District 4232 Las Virgenes Rd. Calabasas, CA 91302	Fire hydrant (relocate)	Canwood Street "Alignment" "C" 82+35 LT	20
Las Virgenes Municipal Water District 4232 Las Virgenes Rd. Calabasas, CA 91302	Water meter (relocate)	Canwood Street "Alignment" "C" 81+60 LT	
Las Virgenes Municipal Water District 4232 Las Virgenes Rd. Calabasas, CA 91302	Air release valve (relocate)	Canwood Street "Alignment" "C" 82+40 LT	
Las Virgenes Municipal Water District 4232 Las Virgenes Rd. Calabasas, CA 91302	Water meter (relocate)	Reyes Adobe Road "Alignment" "R1" 7+45 LT	
Las Virgenes Municipal Water District 4232 Las Virgenes Rd. Calabasas, CA 91302	Water main leak detector (relocate)	Reyes Adobe Road "Alignment" "R1" 8+65 LT	
Las Virgenes Municipal Water District 4232 Las Virgenes Rd. Calabasas, CA 91302	Water main leak detector (relocate)	Reyes Adobe Road "Alignment" "R1" 11+30 LT	
Las Virgenes Municipal Water District 4232 Las Virgenes Rd. Calabasas, CA 91302	Water main leak detector (relocate)	Reyes Adobe Road "Alignment" "R1" 11+30 LT	

Contractor shall construct utility work related to Las Virgenes Municipal Water District (LVMWD) in accordance with LVMWD standard drawings, specifications, and other requirements. See "Las Virgenes Municipal Water District Special Provisions" which are appended following these special provisions.

In the event that the utility facilities that are to be removed or relocated by others are not removed or relocated in the timeframe specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated in the timeframe specified, the Agency will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications. If these utility facilities are not removed or relocated by the owners within the timeframe specified, the Agency has the option to hire a subcontractor to complete the work and invoice the utility owners directly.

The utility facilities listed in the following table, and other utility facilities that possibly exist at locations which might interfere with the pile driving or drilling operations or substructure construction, will not be rearranged in advance of or during construction operations. Should the Contractor desire to have any of the utility facilities rearranged or temporarily deactivated for his convenience, the Contractor shall make the necessary arrangements as provided in Section 8-1.10:

Utility Facility	Location
Fiber optic communications line	US 101 NB right shoulder

The Contractor shall notify the Engineer in writing at least 30 days in advance of the date or dates that the interfering utility facilities are to be rearranged. The Engineer, will, in turn, notify Caltrans.

The utility facility listed in the following table, and other utility facilities that possibly exist at locations which might interfere with the pile driving or drilling operations or substructure construction, shall be rearranged in advance of construction operations by the Contractor.

Utility Facility	Location
Fiber optic communications line	US 101 SB upslope adjacent to right shoulder

The Contractor shall notify the Engineer in writing at least 30 days in advance of the date or dates that the interfering utility facilities are to be rearranged. The Engineer will, in turn, notify Caltrans.

The Contractor shall relocate the existing facility in close coordination with Caltrans. The Contractor shall prepare necessary sketches/drawings and obtain Caltrans approval before relocating the existing facilities.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.31 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Attention is directed to "Material Containing Aerially Deposited Lead" of these special provisions.

The grading plane of embankments beneath structure approach slabs and beneath the thickened portion of sleeper slabs shall not project above the grade established by the Engineer.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.17-foot before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

Contractor's licensed surveyor shall prepare cross-sections of existing ground at 50-foot intervals before grading operations, excavating or moving any earth, or making a disturbance to the soil, in accordance with modern engineering practice and of a size and shape to clearly show all necessary details. These cross-sections shall be delivered to the resident engineer before grading operations begin. Contractor's surveyor shall also prepare cross-sections at the completion of all grading operations. Final cross-sections shall be prepared by superimposing finished grade cross-sections over existing cross-sections. Earthwork quantities shall be calculated from these cross-sections as specified in Section 19 2.08.

The portion of imported borrow placed within 4 feet of the finished grade shall have a Resistance (R-Value) of not less than 15.

Reinforcement or metal attached to reinforced concrete rubble placed in embankments shall not protrude above the grading plane. Prior to placement within 2 feet below the grading plane of embankments, reinforcement or metal shall be trimmed to no greater than 3/4 inch from the face of reinforced concrete rubble. Full compensation for trimming reinforcement or metal shall be considered as included in the contract prices paid per cubic yard for the types of excavation shown in the Engineer's estimate, or the contract prices paid for furnishing and placing imported borrow or embankment material, as the case may be, and no additional compensation will be allowed therefor.

Imported borrow shall be mineral material including rock, sand, gravel, or earth. The Contractor shall not use man-made refuse in imported borrow including:

- A. Portland cement concrete.
- B. Asphalt concrete.
- C. Material planed from roadway surfaces.
- D. Residue from grooving or grinding operations.
- E. Metal.
- F. Rubber.
- G. Mixed debris.
- H. Rubble.

At the option of the Contractor, and to the extent that material from required excavation within the project limits is available, embankment shall be constructed of imported borrow or of material obtained from required excavation within the project limits or a combination of borrow and material obtained from required excavation within the project limits.

Excavated materials not used in embankments shall be disposed of in conformance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. However, the Contractor's prerogative to dispose of excavated material outside the highway right of way before the embankments are completed is subject to proof that environmentally clear sources of material in sufficient quantity to complete required embankments are available. Obtaining necessary clearances for new borrow sources or for exceeding limitations on previously cleared sources shall be the responsibility of the Contractor. No time extension or other waiver of working days requirements will be granted in the event the Contractor is delayed by reason of there being an

insufficient quantity of acceptable material available from environmentally cleared sources to replace excavated material previously disposed of outside the right of way.

If an ordered change increases the quantity of excavation or decreases the quantity of embankment so that surplus excavation has to be disposed of outside the highway right of way, disposing of the surplus material will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

If an ordered change either increases or decreases the quantity of borrow required to complete planned embankments, compensation for the change will be determined as follows:

- A. Decreased excavation and increased borrow. The cost of supplying the borrow material to the site of the work will be paid for as extra work as provided for in Section 4-1.03D of the Standard Specifications.
- B. Increased embankment requiring increased borrow. The Contractor, at the Contractor's option, shall be paid for the increase in embankment at the contract price or as extra work at force account. In lieu of the actual costs for spreading and compacting borrow material, the Contractor may elect to be paid at the agreed price of \$0.50 per cubic yard for spreading and compacting.
- C. Increased excavation and decreased borrow. The Contractor will be paid for the increase in excavation at contract prices, but shall pay to the Agency the estimated cost of furnishing the quantity of borrow so decreased, computed as though the work were done on a force account basis in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications. Payment to the Agency will be deducted from sums due or that may become due the Contractor.
- D. Decreased embankment and decreased borrow. The decrease in pay quantity for embankment will be considered to satisfy requirements for compensation due the Agency for the decrease in borrow required to complete planned embankment.

The Contractor, at the Contractor's option, may compact the ground surface on which embankment is to be constructed before placing embankment material thereon. If the compaction results in an average subsidence exceeding 0.25-foot, the ground surface will be measured after completion of the compaction. The Engineer shall be allowed the time necessary to complete the measurement of an area before placement of embankment material is started in that area.

The total quantity of embankment will be computed in the same manner specified for roadway excavation in Section 19-2.08, "Measurement," of the Standard Specifications on the basis of the planned or authorized cross section for embankments and the measured ground surface. No adjustment in the quantity of embankment to be paid for will be made in the event that subsidence or consolidation occurs after placing embankment material has begun.

Surplus material used to widen slopes in conformance with the provisions in Section 19-2.06, "Surplus Material," of the Standard Specifications will not be measured or paid for as embankment.

Quantities of embankment measured as specified herein will be paid for at the contract price per cubic yard. This price shall include full compensation for furnishing all labor, materials (except material obtained from excavation within the project limits), tools, equipment, and incidentals, and for doing all the work involved in constructing embankments, complete in place, including hauling borrow material, spreading and compacting embankment material, and compaction and preparation of the subgrade at the grading plane in embankment areas, all as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Roadway excavation, structure excavation, and ditch excavation will be paid for as specified in these special provisions and in Sections 19-2, "Roadway Excavation," 19-3, "Structure Excavation and Backfill," and 19-4, "Ditch Excavation," respectively, of the Standard Specifications, except that when material is used in roadway embankment, full compensation for the work of spreading after depositing, compacting and preparing subgrade at the grading plane in roadway embankments shall be considered as included in the contract price paid per cubic yard for embankment and no separate payment will be made therefor.

Section 19-7.04, "Measurement," and Section 19-7.05, "Payment," of the Standard Specifications shall not apply.

Settlement periods are required for the bridge approach embankments at the bridges listed in the following table.

At the bridge bents listed in the following table, excavation for the footings, drilling holes for cast-in-place piles, or driving the foundation piles at each location shall not be done until the expiration of the settlement period for the embankment at the adjacent abutment of the same structure or an adjacent structure.

Surcharge embankments shall be constructed at or above the grading plane where listed in the following table:

Bridge Name or Number	Abutment Number	Bent Number	Surcharge Height (feet)	Settlement Period (days)
Reyes Adobe Rd. Bridge (Bridge No. 53-1726)	1	N/A	0.0	90
	5	N/A	0.0	90

* At this location, the surcharge embankment shall be constructed by extending the grading plane (GP) in the "Elevation" view of the "Bridge Embankment Surcharge" detail of Standard Plan A62B horizontally to the centerline of abutment.

Settlement periods are required for the roadway embankments at the earth retaining structures listed in the following table.

Surcharge embankments shall be constructed at or above the grading plane where listed in the following table.

Earth Retaining Structure Number	Surcharge Height (feet)	Settlement Period (days)
N/A	N/A	N/A

The Contractor shall construct two surface monuments at the finished grade of the embankments near each abutment (total 4 surface monuments). The surface monuments shall be in accordance with Caltrans Standard Plan A74 or equivalent. The exact location of the monuments will be established by the Engineer. The Contractor shall monitor (survey) the surface monuments and provide the data to the Engineer for review. The monuments shall be monitored at the time of installation; every other day for the first week, and once a week thereafter until the Engineer has determined that the settlement criteria are satisfied. All monuments are to be protected from damage throughout the monitoring period.

The duration of the required settlement period at each location will be determined by the Engineer. The estimated duration of the settlement periods are listed in the tables of settlement data. The Engineer may order an increase or decrease in any settlement period. An ordered increase or decrease in any settlement period will result in an increase or decrease in the number of contract working days if the settlement period involved is considered to be the current controlling operation in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications. Adjustments of contract time due to increases or decreases in settlement periods will be made by contract change order.

The removal of surplus embankment material placed as a settlement or surcharge embankment, including material removed to conform to the finished slope lines shown on the plans, will be paid for at the contract price per cubic yard for roadway excavation.

If structure excavation or structure backfill for bridges is not otherwise designated by type and payment for the structure excavation or structure backfill has not otherwise been provided for in the Standard Specifications or these special provisions, the structure excavation or structure backfill will be measured and paid for as structure excavation (bridge) or structure backfill (bridge), respectively.

Full compensation for furnishing, installing, and monitoring the surface monuments shall be considered as included in the contract unit price for the various items of work and no separate payment will be allowed therefor.

Full compensation for preparing cross-sections and calculating earthwork quantities shall be considered as included in the contract price paid for various earthwork items and no additional compensation will be allowed therefor.

Full compensation for conforming to the low expansion material requirements at bridge abutments shall be considered as included in the contract price paid for the various contract items of work and no additional compensation will be allowed therefore.

10-1.63 NOT USED

10-2.04 HIGHWAY PLANTING

The work performed in connection with highway planting shall conform to the provisions in Section 20-4, "Highway Planting," of the Standard Specifications and these special provisions.

MULCH

MATERIALS

Mulch must consist of either wood chips or tree bark or a combination of both.

Commercial Fertilizer (Slow Release)

Commercial fertilizer (slow release) for plant establishment work shall be a pelleted or granular form, shall be slow or controlled release with a nutrient release over an 8-month to 12-month period, and shall fall within the following guaranteed chemical analysis range:

Ingredient	Percentage
Nitrogen	16-21
Phosphoric Acid	6-8
Water Soluble Potash	4-10

Commercial Fertilizer (Packets)

Commercial fertilizer (packet) shall be slow or controlled release and shall be in a biodegradable packet form. The packet shall gradually release nutrients over a 12-month period. Each packet shall have a weight of 10 g ± 1 g and shall have the following guaranteed chemical analysis:

Ingredient	Percentage
Nitrogen	20
Phosphoric Acid	10
Water Soluble Potash	5

ROADSIDE CLEARING

Prior to preparing planting areas or commencing irrigation trenching operations for planting areas, trash and debris shall be removed from these areas and a distance of 10 feet beyond the edges of those areas. At locations where proposed planting areas are 12 feet or more from the edges of dikes, curbs, sidewalks, fences, walls, paved shoulders and existing planting to remain, the clearing limit shall be 6 feet beyond the outer limits of the proposed planting area.

In addition to removing trash and debris, the project area shall be cleared as specified herein:

- A. Existing plants, where shown on the plans to be removed, shall be removed.
- B. Weeds shall be killed and removed within proposed ground cover areas and within the area extending beyond the outer limits of the proposed ground cover areas to the adjacent edges of shoulders, dikes, curbs, sidewalks, walls, existing planting and fences. At those locations where proposed ground cover areas are 12 feet or more from the adjacent edges of shoulders, dikes, curbs, sidewalks, walls, and fences, the clearing limit shall be 6 feet beyond the outer limits of the proposed ground cover areas.
- C. Weeds shall be killed and removed within proposed mulch areas and within the area extending beyond the outer limits of the proposed mulch areas to the adjacent edges of shoulders, dikes, curbs, sidewalks, walls, existing planting and fences. At those locations where proposed mulch

areas are 12 feet or more from the adjacent edges of shoulders, dikes, curbs, sidewalks, walls, and fences, the clearing limit shall be 6 feet beyond the outer limits of the proposed mulch areas.

After the initial roadside clearing is complete, additional roadside clearing work shall be performed as necessary to maintain the areas, as specified above, in a neat appearance until the start of the plant establishment period. This work shall include the following:

- A. Trash and debris shall be removed and disposed of in a legal manner.
- B. Rodents shall be controlled.
- C. Weed growth shall be killed before the weeds reach the seed stage of growth or exceed 6 inches in length.
- D. Weeds in plant basins, including basin walls, shall be removed by hand pulling, after the plants have been planted.

Weed Control

Weed control shall also conform to the following:

- A. Stolon type weeds shall be killed with glyphosate.

Roadside clearing work shall not include work required to be performed as clearing and grubbing as specified in Section 16, "Clearing and Grubbing," of the Standard Specifications.

PESTICIDES

Pesticides used to control weeds shall conform to the provisions in Section 20-4.026, "Pesticides," of the Standard Specifications. Except as otherwise provided in these special provisions, pesticide use shall be limited to the following materials:

- Cacodylic Acid
- Diquat
- Fluazifop-butyl
- Glyphosate
- Isoxaben (Preemergent)
- Sethoxydim
- Oxadiazon - 50 percent WP (Preemergent)
- Oryzalin (Preemergent)
- Pendimethalin (Preemergent)
- Prodiamine (Preemergent)
- Trifluralin (Preemergent)
- Napropamide (Preemergent)

Granular preemergents may be used when applied to areas that will be covered with mulch, excluding plant basins. Granular preemergents shall be limited to the following materials:

- Dichlobenil (Preemergent)
- Oxadiazon (Preemergent)

Granular preemergents shall be applied prior to the application of mulch. Mulch applications shall be completed in these areas on the same working day. Photosensitive dye will not be required.

Oxadiazon shall be of the emulsifiable concentration or wettable powder type, except when Oxadiazon is used under mulch in conformance with these special provisions.

Prior to the application of preemergents, trees shall have been planted a minimum of 3 days and shall have been thoroughly watered.

A minimum of 80 days shall elapse between applications of preemergents.

Preemergents shall not be applied within 18 inches of plants .

If the Contractor elects to request the use of other pesticides on this project, the request shall be submitted, in writing, to the Engineer not less than 15 days prior to the intended use of the other pesticides. Except for the pesticides listed in these special provisions, no pesticides shall be used or applied without prior written approval of the Engineer.

Pesticides shall not be applied within the limits of the plant basins. Pesticides shall not be applied in a manner that allows the pesticides to come in contact with the foliage and woody parts of the plants.

PREPARING PLANTING AREAS

Plants adjacent to drainage ditches shall be located so that after construction of the basins, no portion of the basin walls shall be less than the minimum distance shown on the plans for each plant involved.

PLANTING

Backfill material for plant holes shall be a mixture of soil and soil amendment. The quantity of soil amendment shall be as shown on the Plant List. Soil amendment shall conform to the provisions in Section 20-2.03, "Soil Amendment," of the Standard Specifications. Backfill material shall be thoroughly mixed and uniformly distributed throughout the entire depth of the plant hole without clods and lumps.

Iron sulfate shall be applied or placed at the time of planting and at the rates shown on the Plant List and in conformance with the provisions in Section 20-4.05, "Planting," of the Standard Specifications and these special provisions.

Commercial fertilizer packets shall be placed in the backfill of each plant at the time of planting and at the rate shown on the Plant List to within 6 inches to 8 inches of the soil surface and approximately one inch from the roots. When more than one fertilizer packet is required per plant, the packets shall be distributed evenly around the root ball.

Root protectors shall conform to the provisions in "Root Protectors" of these special provisions.

A granular preemergent shall be applied to areas to be covered with mulch outside of plant basins in conformance with the provisions in "Pesticides" of these special provisions.

Attention is directed to "Irrigation Systems Functional Test" of these special provisions regarding functional tests of the irrigation systems. Planting shall not be performed in an area until the functional test has been completed for the irrigation system serving that area.

ROOT PROTECTOR

Root protectors shall be installed in conformance with Sheet H4 of the Standard Plans, the provisions in Section 20-2.13B, "Root Protector," and Section 20-4, "Highway Planting," of the Standard Specifications and these special provisions.

Full compensation for root protectors shall be considered as included in the contract unit prices paid for the various plants involved and no additional compensation will be allowed therefor.

PLANT ESTABLISHMENT WORK

The plant establishment period shall be Type 2 and shall be 250 working days unless otherwise approved by the Engineer.

Attention is directed to "Relief From Maintenance and Responsibility" in these special provisions regarding relief from maintenance and protection.

Commercial fertilizer (slow release) shall be applied to trees, shrubs, vines and ground cover during the first week of February, June and October of each year. Commercial fertilizer shall be applied at the rates shown on the plans and shall be spread with a mechanical spreader wherever possible.

The center to center spacing of replacement plants for unsuitable ground cover plants shall be determined by the number of completed plant establishment working days at the time of replacement and the original spacing in conformance with the following:

ORIGINAL SPACING (Inches)	SPACING OF REPLACEMENT GROUND COVER PLANTS (Inches)		
	Number of Completed Plant Establishment Working Days		
	1-125	126-190	191-End of Plant Establishment
12	12	9	6
24	24	18	12

Weeds within plant basins, including basin walls, shall be controlled by hand pulling at a maximum interval of every four months during the plant establishment period. Weed removal shall be conducted under the supervision of a qualified native plant specialist to ensure that native species are not removed.

Weeds within mulched areas and outside of plant basins shall be controlled by killing.

At the option of the Contractor, plants of a larger container size than those originally specified may be used for replacement plants during the first 125 working days of the plant establishment period. The use of plants of a larger container size than those originally specified for replacement plants shall be at the Contractor's expense and at the approval of the Engineer.

After 125 working days of the plant establishment period have been completed, replacement of plants, except for ground cover plants, shall be one-gallon size for seedlings, pot and liner size plants; 5-gallon size for one-gallon size plants; 15-gallon size for 5-gallon size plants; and other plant replacement plants shall be the same size as originally specified.

When ordered by the Engineer, one application of a preemergent pesticide conforming to the provisions in "Pesticides" of these special provisions, shall be applied between 40 working days and 50 working days prior to completion of the plant establishment period. This work will be included in the contract lump sum paid for plant establishment work and no additional compensation will be allowed therefor.

The final inspection shall be performed in conformance with the provisions in Section 5-1.13, "Final Inspection," of the Standard Specifications and shall be completed a minimum of 20 working days before the estimated completion of the contract.

Add at end of Section 14, Federal Requirements:

**FEDERAL REQUIREMENTS
(AMERICAN RECOVERY AND REINVESTMENT ACT)**

This project does include the use of funds authorized through the American Recovery and Reinvestment Act. For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the awarded contractor will be required to submit a completed Monthly Employment Report form by the 5th of each month for the previous month. Copies should be provided to the Resident Engineer by the 5th of each month.

If you fail to submit a complete and accurate report, the Department withholds 2 percent of the monthly progress estimate. The Department does not withhold more than \$10,000 or less than \$1,000. The Department shall release the withhold upon submission of the completed form.

The following sections of The American Recovery and Reinvestment Act (ARRA) of 2009, 9 USC are called out as notification to the awarded contractor but all related sections under this federal statute must be adhered to.

SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.

(a) ACCESS.—Each contract awarded using funds made available in this Act shall provide that the Comptroller General and his representatives are authorized:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

SEC. 1515. ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.

(a) ACCESS.—With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY. - Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

Contractor is required to immediately notify the Resident Engineer if you have been contacted by the U.S. Comptroller, Inspector General, or their representatives.