

California High Speed Rail



Trade Subcontractors Bidders Instruction Book to Design Build Entity

HSR 13-57 Construction Package CP 2-3



CALIFORNIA High-Speed Rail Authority



Dragados/Flatiron Joint Venture
1610 Arden Way, Suite 175
Sacramento, CA 95815-4026
916.239.7376 MAIN **916.330.3944** FAX

Policy Statement

In efforts to comply with Federal, State and local laws and with requirements in the Contract and maintain compliance with Dragados/Flatiron JV code of conduct policies with regards to subletting and subcontracting it is the Policy of Dragados/Flatiron Joint Venture to;

Provide a procurement system that is fair and provides open and equal access for all bidders to the work packages on the CP 2-3 High Speed Rail Project.

Select subcontractors based on all of their contributions to the project to meet the project schedule, project costs, include evaluation system that recognizes the bidder's resources such as strength of that team to hire Nationally Targeted Workers and from Economically Disadvantaged areas and by contribution to meet or exceed the Small Business/Disadvantage Business goals.

Maintain consistency throughout the project with the Authority's ORGANIZATIONAL CONFLICT OF INTEREST POLICY to;

1. Promote integrity, transparency, competitiveness and fairness in the Authority's procurements and contracts;
2. Prevent bidders and proposers from obtaining or appearing to obtain an unfair competitive advantage with respect to the Authority's procurements and contracts;
3. Provide guidance to enable contractors to make informed decisions while conducting business with the Authority; and
4. Protect the validity of Authority contracts, confidential and sensitive information concerning the High-Speed Rail ("HSR") Project, and other Authority interests.

These efforts will be achieved by;

- To adhere and enforce DFJV code of conduct and ethics policies. Apply zero tolerance for unethical, misconduct, unfair or any illegal acts when dealing with subcontracting
- To provide an open bidding system – manage bidding packages on website open to all
- To advertise bid packages in local publications, provide to bid rooms (local and regional), and advertise in Statewide/Western Regional bid publications. Identify link to bid documents
- To install a resolution process for any disputes on bids
- To provide adequate advance notification of bid dates and work packages available
- To exceed SB/DBE/DVBE goals, DFJV to utilize Outreach events both local (Fresno, Bakersfield etc.) and regional (Northern and Southern California) – Utilize Outreach and Reachout efforts where DFJV finds qualified bidders, including SB/DBE/DVBES to bid on work packages
- To institute periodic program independent audits from corporate oversight and the Authority
- To institute and maintain disciplinary actions for employees that violate policy including acts of discrimination, favoritism, kickbacks or corrupt acts while administering the program

Lloyd Neal

Project Manager / Director

California High-Speed Rail Authority Construction Package 2-3, Project Bidding Manual

Version Control	Revision
For Approval	
Approved For Use	1.0 December-8-2015

Table of Contents

I. PROJECT INFORMATION	8
II. PARTIES TO THE CONTRACT	9
III. INSTRUCTIONS TO ALL BIDDERS	10
1. Incorporation into Subcontract	10
2. Definitions	10
3. Bidder’s Representation	10
4. Trade Subcontract Bid Package Documents	10
5. Bidding Process and Procedures and Selection.....	11
6. Form and Style of Bids	13
7. Form and Style of Agreement	13
8. Submission of Bids.....	13
9. Bid Security	13
10. Modification or Withdrawal of Bid.....	13
11. Bidding Requirements.....	13
12. Interpretation or Correction of Bidding Documents	14
13. Unit Prices and Allowances (a thru c)	15
14. Taxes	15
15. Design Build Construction	15
16. Phases of Construction.....	15
17. Selection of Trade Subcontractors / Consultants / Vendors.....	15
18. Award & Execution of Trade Subcontract	16
19. Authorization to Proceed	16
20. General Information	16
21. Sensitive Security Information (SSI) Policy	16
22. Codes.....	17
23. Office Space	17
24. Parking and Staging	17
25. Daily Reports	17
26. Weekly Meetings	17
27. Permits	17
28. Quality Control – (Inspections and Testing , Storage)	18

29. Surveying, Staking and Layout..... 19

30. Embedded Items 19

31. Penetrations 19

32. Cutting and Patchwork..... 19

33. Protection of Work and Security 20

34. Weather Protection 20

35. Temporary Toilets and Sanitary Facilities 20

36. Temporary Power 20

37. Temporary Lighting 20

38. Temporary Water 20

39. Utility Shut-Down Requirements..... 21

40. Existing Utilities/Existing Condition..... 21

41. Delivery Requirements..... 21

42. Traffic 21

43. Sidewalk Street and Highway Coordination..... 21

44. Cranes and Hoisting 21

45. Vehicle and Equipment Maintenance..... 22

46. Project Supervision and Management..... 22

47. Team’s Resume..... 22

48. Specific Project Requirements..... 22

49. Track-Out..... 22

50. Construction Storm water Pollution Prevention Plan (SWPPP) 23

51. Submittals 23

52. Substitutions..... 23

53. Billing Projection..... 23

54. Manpower Projection 23

55. Escalation 23

56. Warranty 23

57. Communications 25

58. Distribution of Contract Documents..... 25

59. Upon Execution of the Subcontract..... 25

60. Final Acceptance Inspection..... 25

61.	Final Cleaning	25
62.	Damaged Material	25
63.	Use of Dragados/Flatiron JV's Equipment	25
64.	Change Orders - Owner	25
65.	Claims, and Timing of Notices	26
66.	Apprenticeship Program	26
67.	Noise Mitigation	26
68.	Air Quality	26
69.	Construction Waste Management Plan	26
70.	Traffic Control Plan	27
71.	Safety	27
72.	Required Documents	27
73.	Scheduling and Phasing.....	27
74.	Small Business Enterprise (SBE) Program	28
75.	Coordination.....	28
1.	Site Coordination	28
2.	Coordination with Other Trades	29
3.	Coordination with Consultants	29
4.	Coordination with Governing Agencies (utility works - Third Party Entities).....	29
5.	Coordination with Railway Companies: Burlington Northern Santa Fe and San Joaquin Valley Railroad. 29	
76.	Logistics	29
77.	Daily Subcontractor Clean Up / Housekeeping	30
78.	Recurring Reporting Requirement.....	30
79.	Insurance Requirements	30
1.	Railroad Protective Liability	30
2.	Workers' Compensation insurance	31
3.	Commercial General Liability	31
4.	Commercial Automobile Liability	32
5.	Professional Liability Insurance	32
6.	Environmental Liability.....	33
7.	Excess/Umbrella Liability Insurance.....	33
8.	Property Insurance (Course of Construction) / Builders Risk.....	34
9.	Aircraft Liability	35
10.	Watercraft Liability	35
80.	Audit.....	36
81.	As-Builts	36
82.	Dragados/Flatiron JV BIDDING FORMS.....	36
83.	Bid Bond Form (BB).....	36

84. Subcontractor List (SL) 36

85. Subcontracting Request (SR) 37

86. Acknowledgment of Receipt and Review - Project Bidding Manual (ARR) 37

87. Bidding Checklist (BCL)..... 37

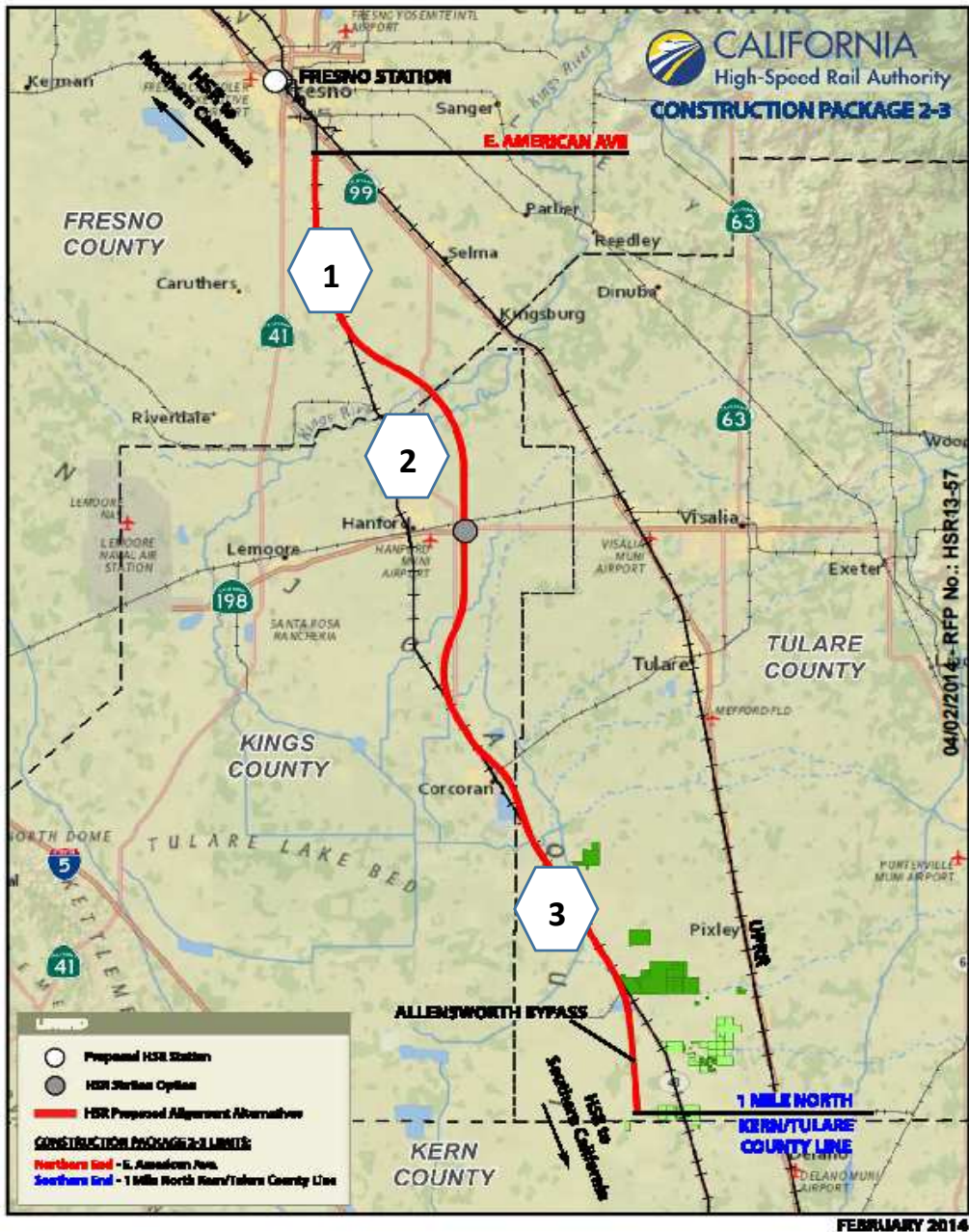
88. Performance and Payment Bonds 37

IV. Appendix to Bidding Instructions:..... 38

V. Attached Logistics Drawing 49

I. PROJECT INFORMATION

Project Map



Trade Subcontractors shall note project limits and respective property access restrictions. The Contract limits are approximately 65.5 miles in length (North / South) and varies in width and is mostly adjacent to private property including active farms and orchards, active railroads and along public areas such as highways and roadways as well as environmentally sensitive areas. Do not use areas not designated in the plan or in the field. Dragados/Flatiron JV has divided the project into three management sections (1, 2 and 3). Some subcontracts may be in some or may be in all of these segments. The Trade Subcontract Bid Packages will delineate limits of work areas and segments. The Contract provides the civil infrastructure for the California High Speed Rail in the alignment with utility relocations, grade separations – cuts, fills and bridges, embankments, HSR structures and site security fencing.

California High-Speed Rail Authority Construction Package 2-3, Project Bidding Manual

II. PARTIES TO THE CONTRACT

A. Project Owner– California High-Speed Rail Authority
770 L Street, Suite 1160
Sacramento, CA 95814

Federal Agency: Federal Rail Agency

Agents: Directive Design
Parsons Brinckerhoff
770 L Street, Suite 700
Sacramento, CA 95814

Program Management Consultant
Parsons Brinckerhoff
770 L Street, Suite 700
Sacramento, CA 95814

Design Build Oversight CP 2-3
Arcadis
1713 Tulare Street
Fresno, CA 93721

B. Design / Build Entity – Dragados Flatiron Joint Venture
1610 Arden Way #175
Sacramento, CA 95815

1713 Tulare St
Fresno, CA 93721

Agents: Jacobs Engineering Group, Inc. – Designer of Record
1610 Arden Way #175
Sacramento, CA 95815

Subcontractors and Suppliers

III. INSTRUCTIONS TO ALL BIDDERS

1. Incorporation into Subcontract

Scope and requirements listed in this Bidders Instruction Book shall be binding and inclusive in the final executed form of agreement. The bidder shall carefully examine contents and make all provisions for this work in its bid.

2. Definitions

Owner – California High Speed Rail Authority

Design Build Entity – Dragados/Flatiron JV – Contractor responsible to design and construct CP 2-3

Trade Subcontractor – Specialty contractor employed by Design Build Entity

Contract – HSR 13-57 executed 6/12/2015 between High Speed Rail Authority and Dragados/Flatiron JV

Subcontract – form of agreement between Design Build Entity and Trade Subcontractor inclusive of the Contract, Contract materials, bid manual, advertisements and Bid Packages

PCM (Project and Construction Manager) – Arcadis

Documents – Documents prepared by CHSR and its agents including reference to standards and standard details, Requests for Information, Bidders Question and Answers, documents prepared by Design Build Entity and its agents

3. Bidder's Representation

Bidder represents that Bid Package Documents provided by the Design Build Entity are partial and other documents including documents provided by Third Parties and Owner furnished documents shall be referenced in formulating its execution of their bid. The bidder represents that, taken together, he has prepared his bid utilizing all available information. The bidder also represents they have carefully reviewed the project site for existing conditions and observations of changing conditions on the site or by adjacent property owners. Bidder further represents they have made adequate references to the conditions at the site at the time of visit but have accounted for other times of the year including, weather, water levels and farming operations seasonal changes. As such, each Bidder will expressly acknowledge this representation on the form provided on the last page of this Bidders Instruction Book with its bid. Bidder also acknowledges that it is aware that this project and contract is delivered in the design-build method and certain details may (A.) be developed during the performance of the Trade Subcontract and (B.) changed during the performance of the Trade Subcontract. Bidder is aware that these changes may not necessarily represent a material Change to the Trade Contract but are normal in the course of the design build process.

4. Trade Subcontract Bid Package Documents

Documents included in the Bid Package will be provided uniformly to all bidders on the Contact List and made available to lower tier subcontractors and vendors for the individual Bid Package. Certain details, reference to standards or other information may not be fully provided in the Trade Subcontract bid packages. Bidder may request individual pre-bid meetings with Design Build Entity and propose details, for review and approval to that which it's bid will, or may, be based on. If accepted by Design Build Entity, bidder may include their assumption(s) when submitting their proposals. Bids will only be accepted on the full scope of work outlined in the Bidding Documents and in strict conformity with all requirements in the Bidding Documents.

Bid Package Example:



See Appendix for additional Bid Package example Events

5. Bidding Process and Procedures and Selection

Dragados/Flatiron JV will issue Bid packages by advertisements readily available to the general public. Our website site will contain the Bid package information that includes;

Trade Subcontractors Bidders Instruction Book to Design Build Entity (Mandatory)

Advertisements for Bids (Informational)

Request for Qualifications – (Mandatory if required)

Contact List of bidding Trade Subcontractors and interested second tier subcontractors, vendors and suppliers.

Bid Packages (bid form, plans, specifications, form of agreement, bond requirements, insurance requirements, and exhibits) (Mandatory)

Pre bid conference / presentation – date/time/locations, as necessary for scope of work (Informational)

Site Visit (Mandatory if required)

Outreach events for SBE/DBE/DVBE participation date/time/locations. Multiple events at multiple locations will be provided and resources at the events include relevant information on how to do business with Dragados/Flatiron JV, SBE/DBE/DVBE

Questions/Answers During Bid (QABD) (Informational for submitting QABD's / omissions / errors)

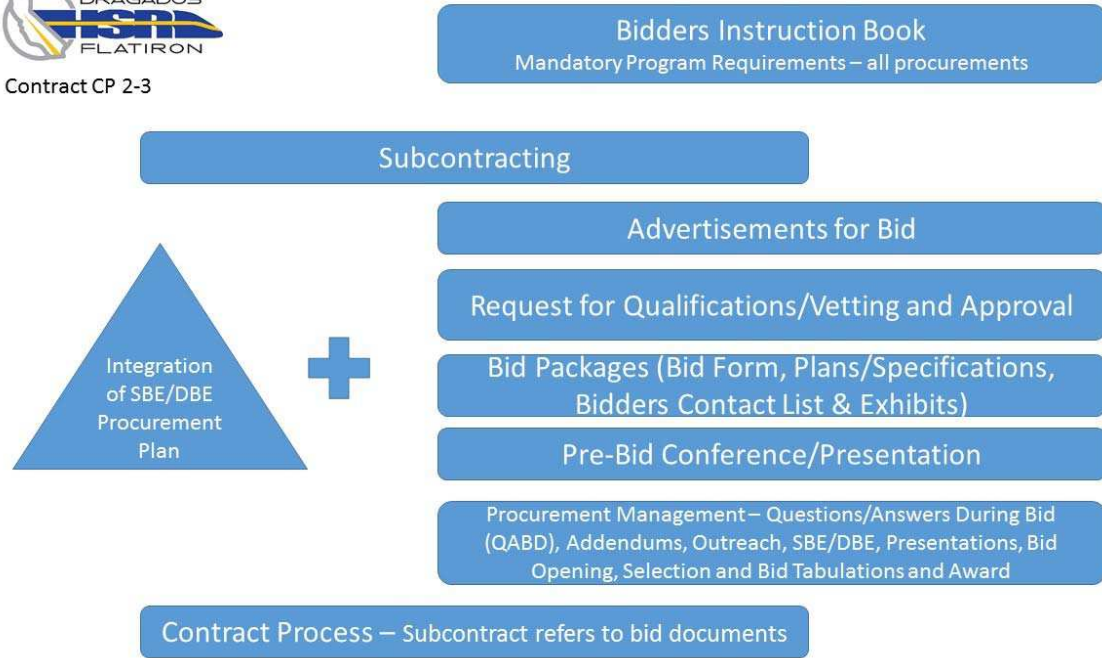
Addendums (Mandatory when issued)

Bid tabulations posted to website (Informational)

Web site Link: Portal - Share Point or other (see Advertisement)



Contract CP 2-3



Dragados/Flatiron JV will select Trade Subcontractors or Service Provider based on the stated qualification process, lowest responsible bid, best value proposal, SBE/DBE/DVBE participation, overall schedule or other selection methods identified in the Bid Package. Further, DFJV may identify in the Bid Packages that a best and final offer (BAFO) process may be implemented in the selection of Trade Subcontractor. The BAFO process, if used, will be identified in the individual Bid Package with any special instructions necessary.

Sealed envelope – all bids, containing the proposal form and all required necessary forms or other documents as identified and required in the Bid Package, are required to be placed in a sealed envelope provided by Bidder with the Bid Package number and the Name of the Bidder Entity clearly marked on the outside of the envelope. Ownership of the envelope and its contents remains with the Bidder until the designated deadline time that bids are due. Envelopes are opened only after deadline time designated in the Bid Package and all envelopes timely received will be opened. Envelopes that have been transferred to Dragados/Flatiron JV may be returned to the Bidder prior to the deadline time designated in the Bid Package if so requested. Envelopes will not be returned after the designated deadline time requirement.

Dragados/Flatiron JV reserves the right to modify any of the processes above, documents, advertisements, selection methodology and waive any and all inconsistency that may arise during the bidding process including after delivery of envelopes to Dragados/Flatiron JV. Bidder agrees that Dragados/Flatiron JV decision is final and waives any right to protest for written decisions during the bid process. Contents of opened bid packages will be available immediately after the opening of envelopes for bidders to review. Bidder may protest any inconsistency(ies) found during either the opening or the bid package viewing. Protests beyond three working days after the bid opening will not be accepted. Three days after the opening of envelopes the bid results will be made available and selection of Trade Subcontractor announced, unless a BAFO process has been initiated.

6. Form and Style of Bids

Form of bid will be provided in the individual Trade Subcontract Bid packages.

7. Form and Style of Agreement

Form of agreement will be Dragados/Flatiron JV Standard subcontract agreement. Specific Trade Subcontract bid packages will contain the agreement for viewing prior to submitting bids and execution by the selected Trade Subcontractor. The Trade Subcontract contains provisions that must be reviewed by the bidders prior to placing their bids.

8. Submission of Bids

Trade Subcontract Bid Packages will provide specific information for the submission of bids. Note: No bids received after the required date and time specified in the Advertisement for bids or subsequently specified if changed by Addendum will be accepted.

9. Bid Security

Trade Subcontract Bid Packages will provide specific information for amount and type of bid security required. The following basic requirements will be required or as identified in the Bid Package documents:

The Bidder, their subcontractors/suppliers, their personnel and other agents shall treat as confidential all proprietary information and documents that come to their attention or that they acquire in the performance of their work or services as well as all non-public information relating to the Owner, or the Project Work or Services. All Bid Documents shall be shredded prior to disposal.

10. Modification or Withdrawal of Bid

Submission of bids will be in a sealed envelope. Ownership of the envelope and its contents remains with the Bidder until the designated deadline time that bids are due. Envelopes that have been transferred to Dragados/Flatiron JV may be returned to the Bidder prior to the deadline time designated in the Bid Package, if so requested for modification or withdrawal. The request must be from an authorized bidding agent and will include a signed memorandum from the requesting entity. Envelopes will not be returned after the designated deadline time requirement. In addition, the Bidder shall not modify, withdrawn or cancel the bid after the stipulated time period and date designated for the receipt of Bids.

11. Bidding Requirements

Trade Subcontract bid packages will provide specific information for the submission of bids. Items to be provided will include but are not limited to the following: Second Tier Subcontractor List, Contractors License Declaration/Requirements, and Certification of Bidders (including all sub-tier participants). Project Registration and fee requirements (a) and Escrow Bid Document submittals. The bid submission is to be in accordance with the true intent and meaning of the Trade Subcontract Bid packages without any further expense of any nature to the Dragados/Flatiron JV. In addition a "Letter of Assent to Community Benefits Agreement" issued by CHSR will be part of the criteria required to issue any associated Trade Subcontracts, or Service Agreements. All Trade Subcontracts and Service agreements will be subject to Debarment and Suspension clause. All Bidders shall acknowledge receipt of all Addenda prior to submission of a Bid (see appendix for required form). All Addenda will be made available to all Pre-Qualified prospective Bidders per the bidding process and procedures and will be made available on the Dragados/Flatiron JV Web Portal. For Lump Sum Bids any /alterations / clarification / omissions or qualification of the terms identified in the bidding document shall be rejected as non-responsive, unless prior consent is granted. In the event value proposals are developed and

approved prior to the bid, they must include all scope and terms and conditions identified in the bid request and each bid item must be cross referenced on a line for line basis to the bid document.

Note: Any Bidder who does not hold the license(s) required to perform the Work, at the time of the bid, shall be considered non-responsive and its Bid shall be rejected.

(a). Project Registration and fee requirements:

A Summary of “Public Works Contractor Registration Program and Reporting Requirements” is noted below:

All contractors and subcontractors (all tiers) who bid or work on a public works project must register and pay an annual fee to the California DIR (Department of Industrial Relations). This requirement is to bid and enter into public works contracts on all state and local public works projects as defined by Labor Code section 1722.1. All person(s) or entities who are covered by California’s prevailing wage statutes and who are hired as independent contractor rather than as an employee must meet the contractor registration requirements in Labor Code section 1725.5(a) and must be registered pursuant to that section. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Electronic Certified Payroll Reporting (eCPR) Exemptions

Labor Code section 1771.4(b) authorizes the Labor Commissioner to exempt certain public works projects from requirement to have contractors and subcontractors furnish certified payroll records (CPRs) to the Labor Commissioner. Only project being monitored and enforced by an approval legacy labor compliance program (LCP) or covered by a qualifying project labor agreement may be exempted.

As of April 1, 2015, and until further notice, the following projects are exempt from the requirement to have contractors and subcontractors furnish certified payroll record (CPRs) to the Labor Commissioner:

- California Department of Transportation (Caltrans)
- City of Los Angeles
- County of Sacramento
- Projects covered by qualifying project labor agreements

This project is exempt from requirements filing Certified Payroll Reports (CPRs) to the Labor Commissioner:

- Projects covered by qualifying project labor agreements

This project is utilizing the use of LCP Tracker to automate the Certified Payroll reporting, and all subcontractors and all sub tiers will be required to use this automated system for reporting requirements.

Please review Public Works Reforms (SB 854) at for additional detail:

<http://www.dir.ca.gov/public-works/SB854.html>.

12. Interpretation or Correction of Bidding Documents

Bidder shall notify Dragados/Flatiron JV of any and all ambiguities, inconsistencies or errors discovered upon examination of the Bidding Documents, the Project site and local conditions.

Bidder shall provide notification in writing describing any ambiguities, inconsistencies or errors on the Dragados/Flatiron JV’s “QABD” form (Trade Subcontract bid packages will include associated forms).

Each submitted QABD question and its associated response will be posted to the website for all Bidders to review. Refer to Subcontract bid packages and appendix below for submittal deadline on all QABD’s

- a.) Dragados/Flatiron JV is not responsible for oral explanation or interpretations of the Bidding Documents.
- b.) An optional Pre-Bid Conference, if required, will be held to allow for Bidders' requests for clarification(s) of the intent of the Bidding Documents, dissemination of information and a site visit/tour.

13. Unit Prices and Allowances (a thru c)

- a.) Unit Prices and Allowances are listed as per Unit Prices and Allowances on Bid Form (See Specifications).
- b.) Bidders must bid on all Unit Prices listed in the Bidding Documents.
- c.) Successful Bidders shall perform all Work necessary and required for complete execution of accepted Unit Prices and such Unit Prices shall include all overhead profit and taxes for the Work necessary and required. Bidders must bid on all Unit Prices listed in the Bidding Documents. Include numerical dollar amounts for all requested Unit Prices, Allowances and/or Alternates in the Bid. In case of discrepancy between the sum of Bid item amounts and the Grand Total Bid Price, the sum of said numerical amounts shall prevail. Successful Bidders shall perform all Work necessary and required for complete execution of accepted Unit Prices and such Unit Prices shall include all overhead and profit and taxes for the Work necessary and required.

14. Taxes

The Bidder's Bid shall include all Federal, State, and Local District Taxes, including but not limited to Sales Taxes, Use Tax, and Personal Property Tax in their Bid. The applicable county(s) segments are: Segment 1 Fresno County, Segment 2 Tulare County, and Segment 3 Kings County. The applicable county(s) shall be designated the point of sale for all materials purchased. Local Sales and Use Taxes: The jobsite is regarded as a place of business of a construction contractor or subcontractor. It is here that the sales of the fixtures and the use of the materials occur.

See State of California web site for additional information:

<https://www.boe.ca.gov/industry/construction.html>

15. Design Build Construction

Bidders acknowledge that if awarded the Subcontract, the project is administered under a method referred to as Design Build construction whereby construction commences prior to the completion of all working construction documents for subsequent work.

16. Phases of Construction

This California High Speed Rail project will be divided into three linear segments totaling approximately 65.5 miles in length. Some of the components to this civil works project include at grade and embankment rail sections, High Speed Rail Structures, Road Structures, viaducts, retaining walls, earthwork embankments, and Special Structures. Segment (1) is located in Fresno County and is approximately 19.1 miles. Segment (2) is approximately 20.3 miles and is located in Tulare County. Segment 3 is approximately (26.1) miles and is located in Kings County.

17. Selection of Trade Subcontractors / Consultants / Vendors

Dragados/Flatiron JV will select Trade Subcontractors or Service Provider based on the stated qualification process, lowest responsible bid, best value proposal, SBE/DBE/DVBE participation, or other selection methods identified in the Bid Package. Further, DFJV may identify in the Bid Packages that a best and final offer (BAFO) process may be implemented in the selection of Trade Subcontractor. The BAFO process, if used, will be identified in the individual Bid Package with any special instructions

necessary. In the event that Dragados/Flatiron JV issues a BAFO process there is not any obligation or guarantee that the bidder will receive another opportunity to provide their “Best and Final Price”.

18. Award & Execution of Trade Subcontract

The Bid Package award will be based on the stated qualification process, lowest responsible bid, best value proposal, SBE/DBE/DVBE participation, or other selection methods identified in the Bid Package. Bidder may protest any inconsistency(ies) found during either the opening or the bid package viewing. Protests will not be accepted beyond three working days after the bid opening. After selection is made by Dragados/Flatiron JV a Notice of Intent to Award will be issued. Following the notice of Intent to Award the Trade Subcontract will be issued to Trade Subcontractor for initial signatures (Trade Subcontractor Execution). Following the Trade Subcontractor satisfactory execution of the of the Trade Subcontract agreement, Dragados/Flatiron JV will execute the Trade Subcontract form and a notice to proceed will be issued.

Each Trade Subcontractor selected, by the Dragados/Flatiron JV, for award will have its Trade Subcontract Agreement forwarded to the CHSR Authority for its review and approval. The CHSR Authority will receive comments and recommendations from the PCM within 5 working days of receipt from Dragados/Flatiron JV. Dragados/Flatiron JV will provide one executed Trade Subcontract agreement to the PCM with copies of insurance certificates and Trade Subcontractor’s licenses verifying the proposed Trade Subcontractor’s compliance with the Dragados/Flatiron JV’s insurance requirements within three (3) days of execution.

19. Authorization to Proceed

This project will issue the associated Trade Subcontracts and/or Service agreements and a Notice to Proceed (NTPs) will be issued following the satisfactory execution of the agreement.

TRADE SUBCONTRACTOR REQUIREMENTS

20. General Information

The complete Invitation for Bids (IFB), including this Project Bidding Instruction Book, will be incorporated into the successful Trade Subcontractor’s Long Form Subcontract. If any discrepancies occur between the documents the order of precedence dictates that the most stringent requirement will supersede the conflicting occurrence.

21. Sensitive Security Information (SSI) Policy

To ensure the California High-Speed Rail Project (HSR 13 -15 Construction Package 2 – 3) complies with all Sensitive Security Information requirements the Dragados/Flatiron JV is requiring all Trade Subcontractor at all tiers and all consultants to uphold the responsibility in whole and in full compliance of: Department of Transportation (DOT), under Title 49 Code of Federal Regulations (CFR) Parts 15 and Transportation Security Administration (TSA) under Title 49 Code of Federal Regulations (CFR) Part 1520 - Protection of Sensitive Security Information (SSI) during all phases of design, construction, testing and operation to ensure security is not jeopardized by the release of information that could be detrimental to the security of the system.

For additional information on Title 46 Code of Federal Regulations (CFR) Parts 15 and 1520 visit:

<https://www.fhwa.dot.gov/legsregs/directives/orders/ssi/ssiregulations.htm>

<http://www.gpo.gov/fdsys/granule/CFR-2010-title49-vol9/CFR-2010-title49-vol9-part1520>

22. Codes

Trade Subcontractor shall operate, furnish and install work in accordance with all applicable local, state, federal laws, and governing authorities.

23. Office Space

No Trade Subcontractor office space will be provided on or off site, unless identified in the Bid Documents.

24. Parking and Staging

Trade Subcontract Bid packages will provide specific information on Parking and Project Staging. The Bid Package information will include Employee Parking requirements and areas where employee parking can occur. In no instance shall any personal vehicles be allowed access to active work site areas. All company vehicles must have current certificates of Insurance for access to active work areas. In addition and where required Specific Bid Package information may identify entire work force Transportation requirements, where Trade Subcontractor is required to supply and maintain security for transporting all personnel to and from the various worksite locations from common stationing pick up and drop off areas. The identification of staging areas for temporary office and laydown areas will also be identified in the Specific Bid Package information. Also, please note the identification of muster areas in the event of an emergency or safety drill exercise may be included in the specific bid package information. The supply and coordination of all materials, equipment, security services, manpower and maintenance required to operate any required work force transportation operation is to be included in the Trade Subcontractors Bid.

25. Daily Reports

- a.) Trade Subcontractor shall submit its official Daily Report format for Dragados/Flatiron JV's approval.
- b.) Trade Subcontractor shall provide a record copy of the Daily Report to Dragados/Flatiron JV by 8:00 a.m. following the previous work day including all required information referenced in the Bidding Documents including, but not limited to, plans and specifications, and the following additional information: (1) Schedule Activity ID for all activities underway; (2) Delays/Impacts to the Work. (3) Damage to the Work (4) Daily Maintenance Checks for all Trade Subcontractor installed systems. (5) Daily quantities associated with the day's Work. Trade Subcontractor shall coordinate with Dragados/Flatiron JV regarding what quantities to report. (6) Number of employees per trade (including, but not limited to: foreman, journeymen, apprentices and administrative personnel). (7) As Built Drawing updates.
- c.) Trade Subcontractor shall include a copy of its daily sign-in sheet with the Daily Reports. Dragados/Flatiron JV shall provide Trade Subcontractor with a .pdf of the Daily Sign-in Sheet for use prior to start of work.
- d.) Note: Staying current with submission of the complete Daily Reports and daily sign-in sheets is a requirement for receipt of Progress Payments.

26. Weekly Meetings

Subcontractor agrees that its Superintendent(s) and/or Project Manager(s) will attend all meetings as required per specifications or as requested by Dragados/Flatiron JV.

27. Permits

Trade Subcontractor shall obtain all required permits to complete its scope in a timely manner as identified in the Trade Subcontract Bid packages, specifications and all applicable jurisdictions and governing authorities.

28. Quality Control – (Inspections and Testing , Storage)

The Dragados/Flatiron JV and its Quality Management Team (QMT) has implemented the Construction Quality Management Plan (CQMP) which includes the Verification, Validation and Self-Certification (VVSC) programs. The Construction Quality Program requires the Trade Subcontractor to implement and manage specific quality control processes which are unique to the High Speed Rail Construction Packages 2-3 project (the Project) issued by the California High Speed Rail Authority (Authority). In addition to submitting its own QC program the Trade Subcontractor must participate in the Construction Quality Management Program and VVSC program as directed by the Dragados/Flatiron JV and shall be responsible for maintaining an acceptable level of quality for all Work. Each Trade Subcontractor shall provide a qualified QC representative for the duration of the project. The QC representative shall report daily to the Dragados/Flatiron JV Construction Manager and Construction Quality Control Manager in order to resolve any and all identified QC issues. The Trade Subcontractors QC program will include a Construction Work Plan for individual work elements and will be identified at a detailed level. This program along with the individual Construction Work plan must be approved by the Dragados/Flatiron JV team prior to beginning work on the project. Trade Subcontractor must participate in all Dragados/Flatiron JV's Construction Pre-activity meetings, where the Trade Subcontractors "Construction Work Plan" is reviewed to ensure quality, technical, safety and environmental requirements are captured and understood. All Trade Subcontractors performing work will be trained and qualified in specific processes and quality workmanship standards. Safe Access to where Work is performed will be provided by the Trade Subcontractor on a continuous basis in order to conduct inspections, audits, and tests to verify compliance. All costs associated with Safe Access requirements will be included in the Trade Subcontractor's Bid. Prior to placing any material for storage, all storage and protection procedures shall be submitted to Dragados/Flatiron JV for review and approval to assure that all methods are acceptable and can be maintained in future phases.

TESTING and INSPECTIONS

Scheduling for tests, for the complete and timely execution of all Work, shall be the responsibility of the appropriate trade subcontractor, and shall include all requirements stated in the Contract Specifications. Trade Subcontractors are responsible for scheduling all applicable inspections required for the complete and timely execution of all Work. This includes Inspection of the application, construction, installation or other manner of incorporation of materials and or equipment furnished into the scope of work and verification of the quality of the workmanship. Any missed inspections will not be grounds for an extension of time. Trade Subcontractor is to pay any fees for missed or failed inspections and any fines, liquidated damages and consequential damages resulting from lack of compliance with applicable codes. Trade Subcontractor shall be responsible for fees including, but not limited to, all governmental agency fees, licensing fees, individual trade permit fees, local fees and applicable sales and use taxes. Trade Subcontractors with late requests for inspection will be responsible for all resulting schedule and financial impacts. Trade Subcontractor will include and provide in the cost of its work, the manpower, and means of access to assist in the facilitation of the tests and inspections. Trade Subcontractors will be required to submit a Request for Inspection to Dragados/Flatiron JV a minimum of three working days in advance of each inspection and/or test. If a Trade Subcontractor's work does not pass inspection and/or testing, that Trade Subcontractor will be responsible for all applicable re-inspection and/or retesting costs.

The Trade Subcontractor shall monitor the quality of the work as it progresses and will report, in writing, to Dragados/Flatiron JV. All work not meeting the acceptable level of quality will be corrected at the Trade Subcontractor's expense. In the case of inconsistency between Drawings and Specifications or within any Document not clarified by Addendum, the better quality of Work shall be provided in accordance with the Project Architect's or Engineer's interpretation.

29. Surveying, Staking and Layout

- a.) Dragados/Flatiron JV will provide control and benchmark elevations.
- b.) Trade Subcontractor shall protect and maintain all control and benchmark elevations throughout the project.
- c.) Trade Subcontractor shall include all staking, elevation control, line, grade and field layout required to complete the Work.
- d.) Trade Subcontractor shall protect and maintain all staking, elevation control, line, grade and field layout from weather and other trades.
- e.) Any discrepancies in the Documents or other Trade Subcontractor's Work not brought to Dragados/Flatiron JV's attention in a timely manner so as not to affect the Schedule prior to beginning the installation of the Trade Subcontractor's work shall be the responsibility of the Trade Subcontractor.
- f.) Trade Subcontractor shall coordinate their work with The Dragados/Flatiron JV, other Trade Subcontractors and others as required for the timely execution of all necessary and required work on the project.

30. Embedded Items

- a.) Include supply, installation and protection of all embedded items including, but not limited to, embeds, inserts, sleeves, electrical items, plumbing, block outs, etc. required for Trade Subcontractor's Work.
- b.) Trade Subcontractor will include personnel for pour watch and will be responsible for checking and correcting placement of embedded items prior to and during concrete pours.
- c.) Any damage created by the installation of Trade Subcontractor's embeds or damage to other Trade Subcontractor's work shall be the responsibility of this Trade Subcontractor to cure.
- d.) No lead-containing anchors or connectors shall be used.
- e.) All embedded items shall be stored on site in a location approved by Dragados/Flatiron JV and ready to install a minimum of four (4) weeks prior to the scheduled installation date. Trade Subcontractor to verify with Dragados/Flatiron JV that the items are onsite. Installation dates shall be coordinated with Dragados/Flatiron JV's Superintendent.
- f.) Protection of embedded items furnished to another trade subcontractor for installation shall be the responsibility of the furnishing trade subcontractor immediately upon installation of the embedded item.

31. Penetrations

- a.) Include all layout, reinforcement, sleeving, coring, blockouts and deck burning, etc. for all penetrations required for Trade Subcontractor's Work.
- b.) Trade Subcontractor shall seal all penetrations in accordance with required sound ratings, fire ratings and applicable codes. Seals shall be air tight and water tight in the areas penetrated.
- c.) Trade Subcontractor shall cover and maintain coverage for all penetrations and openings including fall thru protection measures for personnel and debris. Dragados/Flatiron JV will address any out of compliance penetrations and openings at Trade Subcontractor expense. Trade Subcontractor shall coordinate the coverage including fall thru protection measures and maintenance with other Trade Subcontractors who require access to this work.

32. Cutting and Patchwork

Trade Subcontractor shall include all required and necessary cutting and patchwork as required by or for It's scope of work.

33. Protection of Work and Security

- a.) Trade Subcontractor shall effectively secure, protect and maintain responsibility for the Work during transport, hoisting, temporary site storage, during installation and after fully installed. Trade Subcontractor is fully responsible for maintaining protection, cleaning and final acceptance of the Work including removal of their protection. Trade Subcontractor shall replace all damaged or defective work, materials, and equipment before requesting final acceptance.
- b.) Trade Subcontractor shall protect all of its work from damage or deterioration until completion, acceptance by the (CHSR) authority, Substantial Completion and start of warranty period. Trade Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and materials on the project site caused by Trade Subcontractor, employees, guests or agents thereof.
- c.) Dragados/Flatiron JV will not be responsible for costs, repair, etc., for any damage caused by other trades. Trade Subcontractors shall be responsible for all costs associated with any Trade Damage.
- d.) Trade Subcontractor shall settle all Trade Damage costs with all affected trade subcontractors. Upon submission of the executed agreement between the parties involved, Dragados/Flatiron JV will issue the corresponding additive/deductive change orders as necessary.
- e.) Phase Requirements - The project is being performed in several phases. This bid package covers a portion of the overall work plan. To provide safe working areas and minimize rework, care must be taken to assure future protection of work installed in this bid package.
- f.) Valuable materials must be properly stored and/or protected to avoid theft. Copper, brass, other metals and valuable parts must be stored and protected as needed.
- g.) All storage and protection procedures shall be submitted to Dragados/Flatiron JV for review to assure that all methods are acceptable and can be maintained in future phases.
- h.) Trade Subcontractor will be required to provide 100% of the necessary security measures to protect its materials, work space, equipment and other elements of their work until completion of the work and acceptance by the Owner. Any Trade Subcontractor materials or equipment that are lost or damaged will be the responsibility of the Trade Subcontractor.
- i.) Security for Staging Areas that may be provided by Dragados/Flatiron JV to the Trade Subcontractor shall be maintained by Trade Subcontractor until completion of work and acceptance by the (CHSR) Authority.

34. Weather Protection

It shall be the responsibility of the Trade Subcontractor to take all measures to protect Work from inclement weather, including that determined by Dragados/Flatiron JV, until completion of the work and acceptance by the Owner.

35. Temporary Toilets and Sanitary Facilities

Provided by Trade Subcontractor or Service provider or as noted in Bid Package documents.

36. Temporary Power

Provided by Trade Subcontractor or Service provider or as noted in Bid Package documents.

37. Temporary Lighting

Provided by Trade Subcontractor or Service provider or as noted in Bid Package.

38. Temporary Water

Construction wells identified in the Bid Package will be available as a source of temporary water. Trade Subcontractor or Service provider will be responsible for actual distribution or as otherwise noted in the Bid Package documents. If the wells are identified in the Bid Package, the Trade Subcontractor will have responsibility to provide water as needed for the scope of work.

39. Utility Shut-Down Requirements

Tie-ins and shutdowns of existing utilities may have to be performed during off hours. Trade Subcontractors are to include any required premium time in their Base Bid for all associated efforts

40. Existing Utilities/Existing Condition

The project is being performed in several phases. This bid package covers a portion of the overall work plan. To provide safe working areas and minimize rework, care must be taken to assure future protection of work installed in this package.

- a.) No changes will be issued due to Trade Subcontractor not taking into account all existing conditions that are observable or that are evident in the Bidding Documents.
- b.) Trade Subcontractor will be responsible to adequately locate all existing utilities that may be encountered in the completion of Trade Subcontractor's work, and is responsible for coordinating with all other work, in to order to maintain all associated schedule completion dates and all work as required and necessary.
- c.) Due to the overall project sequence of work, "existing conditions" may change between time of bid and beginning of work. It shall be the responsibility of the Trade Subcontractor to field verify all existing conditions prior to planning and execution of work. Trade Subcontractor shall verify and certify locations of the Work in accordance with the Survey and Control Specification Section.

41. Delivery Requirements

Trade Subcontractor shall provide all necessary equipment and personnel to stock construction materials including overtime when required by Dragados/Flatiron JV.

42. Traffic

Trade Subcontractor shall also provide all traffic control, flagging and street closures and coordinate all activities with overall project deliverables.

43. Sidewalk Street and Highway Coordination

Trade Subcontractor shall include certified flag persons, street and pedestrian traffic coordination for the Work on a daily basis. Trade Subcontractor shall include any special routing provisions as required by governmental agencies or Dragados/Flatiron JV. All personnel provided shall be trained per the Site Specific Safety Plan. Trade Subcontractor shall include all street use permits and fees as required to complete the Trade Subcontractor's Work. Trade Subcontractor shall include cost for any removal modification, and reinstallation of temporary facilities as required for Trade Subcontractor's Work. Trade Subcontractor must coordinate efforts with other trades to assure an efficient and safe environment.

44. Cranes and Hoisting

Trade Subcontractor is to Provide:

- a.) All necessary equipment including cranes and hoisting equipment necessary to complete the work in an efficient and expeditious manner. Trade Subcontractor shall include all hoisting, Crane Certification(s), unloading, scaffolding, high reach equipment, platforms, or bracing, etc. as required to complete the work. Dragados/Flatiron JV will not supply cranes, hoisting equipment or crane operators.
- b.) Complete and certified lift plans and crane lift permits are required for all heavy lifts and must be approved by Dragados/Flatiron JV prior to any planned lift. Trade Subcontractor will provide Certified riggers, Operators and Flaggers to complete the work.

c.) Competent personnel to perform a complete review / inspection of associated equipment required to complete the work on a daily basis before start of work and shall provide proof of such review / inspection.

45. Vehicle and Equipment Maintenance

Trade Subcontractor is responsible for all inspections and maintenance and must include all of the following including following any manufacturer's instructions where appropriate:

All certifications/registrations/insurance certificates are current and available for inspection.

All Incoming vehicles and equipment are to be inspected by Trade Subcontractor for leaking oil and fluids. Any leaking vehicles and or equipment shall not be allowed on-site. All units must be kept clean as necessary to prevent excessive build-up of oil and grease. All major vehicle and equipment repairs will be conducted off site. Daily planned inspections and preventative maintenance do not fall under the off-site requirement. Trade Subcontractor to be responsible for providing any required Air Board Reporting to Dragados/Flatiron JV for their equipment.

46. Project Supervision and Management

Trade Subcontractor shall provide sufficient supervision and management to meet all required and necessary schedule and budget requirements. Trade Subcontractor shall provide full time on-site superintendent(s), as necessary for scope, with full authorization to make binding decisions for the Trade Subcontractor. The Bidder's proposal shall include a designated management representative from the Bidding Company available to monitor project schedules, workmanship, and coordination as required, in order to maintain all required completion dates and also to attend project meetings as directed by the Dragados/Flatiron JV.

Dragados/Flatiron JV reserves the right to have Trade Subcontractor's personnel permanently removed from the job for violating any Contract requirement(s) or otherwise failing to follow standard industry practices in connection with the performance of the Work. If a Trade Subcontractor employee is removed, Trade Subcontractor will replace employee with equal or greater qualifications subject to approval by Dragados/Flatiron JV. The approval shall not be unreasonably withheld.

47. Team's Resume

Trade Subcontractor and Service Subcontractors shall include a resume of the proposed jobsite foremen, superintendents and or lead service providers with the Bid. In addition Trade Subcontractor and Service Subcontractors shall provide resumes of key personnel who will manage and supervise the construction or services at request of Dragados/Flatiron JV.

48. Specific Project Requirements

All Trade Subcontractors will comply with and participate in all the Dragados/Flatiron JV's Site Specific Safety and Security Program. Prior to starting work, every Trade Subcontractor or sub consultant will attend an orientation meeting on the Dragados/Flatiron JV management approach and organization structure (including our safety, environmental compliance, quality, and V&V plans) so that they understand how they fit within the larger team. At the orientation, personnel will review the specific scope of work, schedule, and the expedited decision making and issue resolution process to align team expectations.

49. Track-Out

Trade Subcontractor must minimize the track-out of sediment onto street, or other paved areas and sidewalks, from vehicles exiting the construction area. These steps are required to comply with this requirement:

- a.) Restrict vehicle use to properly designated exit points.
- b.) Use appropriate stabilization techniques at all points that exit onto paved roads so that sediment removal occurs prior to the vehicle exiting the property.

Where necessary use additional controls to remove sediment from vehicle tires prior to exiting the work area. Where sediment has been tracked-out from your site onto the surface of streets or other paved areas, and sidewalks, you must remove the deposited sediment by the end of the same work day in which the incident occurs or by the end of the next work day if track-out occurs on a non-work day. Trade Subcontractor must remove the track-out by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal. It is prohibited from hosing or sweeping tracked-out sediment into any storm water conveyance not connected to a sediment basin/trap.

50. Construction Storm water Pollution Prevention Plan (SWPPP)

Trade Subcontractor shall comply with the project Storm Water Pollution Prevention Plan. Note: Overall SWPPP measures may be provided by others. However, the Trade Subcontractor is responsible for all additional SWPPP required to bring the specific associated work area into compliance with the overall plan.

51. Submittals

The Trade Subcontractor shall submit Shop Drawings, Product Data, and Samples to Dragados/Flatiron JV for processing and approval in accordance with the specification and contract documents. Time of submittal is considered critical to the project and within fifteen (15) business days after the NTP the successful trade subcontractor shall submit to Dragados/Flatiron JV a complete submittal schedule. The Schedule must indicate Procurement Lead times on the submission. Trade Subcontractor shall update the Submittal Schedule and reconcile it with the Trade Package Progress Schedule no less than twice a month. Payment will be contingent on the receipt of this form.

52. Substitutions

No substitutions shall be made in the Trade Subcontractor's Work unless permitted in the Contract Documents.

53. Billing Projection

Upon award the Successful Bidder shall provide a complete Schedule of Values and an initial Billing Forecast anticipated throughout the course of the project. This baseline Billing Forecast will be updated monthly thereafter for submission with the monthly payment request.

54. Manpower Projection

The Trade Subcontractor will supply manpower projections in conjunction with the required Three Week Look Ahead schedule meeting, held on a weekly basis. In addition Successful Bidder shall provide a month-by-month projection of average jobsite manpower and resources which ties to the total man-hours provided on the Bid Form. This month by month projection shall be updated monthly in conjunction with each payment request.

55. Escalation

The Trade Subcontractor shall include all Escalation costs associated within the CP 1-2 project in the Bid.

56. Warranty

In addition to the warranty requirement described below the Bidding Documents will include the warranty requirements as it relates terms and coverage.

Warranty commence upon Substantial Completion and continues for a period of two years from Final Acceptance. In addition to any other warranties in this Contract, the Trade Subcontractor warrants that:

- a.) The Work conforms to the requirements of the Contract Documents;
 - b.) If applicable and as necessary all design Work furnished pursuant to the Contract Documents shall conform to all professional engineering principles generally accepted as standards of the industry in the State, shall be suitable for its intended purpose (as set forth in the California Streets and Highways Code, Chapter 20, Article 2, Section 2704.09 except with design speeds of up to 250 mph) and shall be free of errors, omissions, inconsistencies, inaccuracies, deficiencies, or other defects;
 - c.) The construction Work furnished pursuant to the Contract Documents was performed in a workmanlike manner and conforms to the standards of care and diligence normally practiced by recognized construction firms performing construction of a similar nature in the State;
 - d.) Materials and equipment furnished under the Contract Documents are of good quality and, except if otherwise expressly set forth in the Contract Documents, when installed, are new;
- The Project is fit for the purposes intended (as set forth in the California Streets and Highways Code, Chapter 20, Article 2, Section 2704.09 except with design speeds of up to 250 mph).

Notwithstanding the foregoing, if the warranty term is governed by a Railroad Agreement, Cooperative Agreement or Task Order, the warranty for such element shall remain in effect for such term as required under the applicable Railroad Agreement, Cooperative Agreement and/or Task Order. If the warranty term is not governed by a Railroad Agreement, Cooperative Agreement or Task Order, the warranty for such element shall commence upon completion of such element and continue for a period of one year thereafter. The warranty on any repair, rework, or replacement resulting from a warranty claim under this clause shall extend beyond the original warranty period if necessary to provide at least a one year warranty period from the date of acceptance of the repairs, rework, or replacement. Upon Final Acceptance, the Trade Subcontractor will have the right to replace the performance bond required hereunder with a replacement bond in the amount of 10 percent of the Contract Price in a form satisfactory to the Dragados/Flatiron JV in its sole discretion guaranteeing due and punctual performance of the Trade Subcontractor's obligations under the Contract that survive Final Acceptance, or with such other security as is approved by the Dragados/Flatiron JV in its sole discretion. As Necessary and applicable, all plants identified on plans as remaining will be warranted against damage or destruction.

The Trade Subcontractor shall supply from all tiers of subcontractors and manufacturers, and suppliers warranties that would be given in normal commercial practice; require all such warranties to be executed, in writing, for the benefit of the Project, Dragados/Flatiron JV and the (CHSR) Authority or the Authority's assignee. The Trade Subcontractor shall cure all Trade Subcontractor related warranty events for the benefit of the project, Dragados/Flatiron JV, and the (CHSR) Authority or the Authority's assignee, if directed by the Dragados/Flatiron JV or its assignee. In no case whatsoever shall other warranties decrease the warranty provisions specified in the Trade Subcontract form agreement. All such warranties from Trade Subcontractor and all sub tier Subcontractors, manufacturers and suppliers shall be written so as to survive all inspections and tests by the Dragados/Flatiron JV and the (CHSR) Authority; and run directly to and be enforceable by the Dragados/Flatiron JV and/or the Authority, and any assignee by the Dragados/Flatiron JV and the (CHSR) Authority, and their respective successors and assigns. The Trade Subcontractor hereby assigns to the Dragados/Flatiron JV and the (CHSR) Authority all of the Trade Subcontractor's rights and interest in all warranties that are received by the Trade Subcontractor from any of its Subcontractors (at all tiers), manufacturers, and suppliers. All such warranties shall survive final completion, acceptance, final payment, and termination of the Contract if the stated warranty period extends beyond the final completion, acceptance, final payment, and termination of the Contract.

57. Communications

- a.) All onsite supervisory staff for this project will have two-way communication for use on this project.
- b.) Trade Subcontractor shall direct all communications concerning the Trade Subcontractor's work to Dragados/Flatiron JV's Project Manager or Project Superintendent, as applicable, copying Dragados/Flatiron JV's designated Document Control personnel.
- c.) In no case shall communications be made directly to the Owner's representatives (architects, engineers, etc.) and or adjacent property owner(s) unless specifically directed by Dragados/Flatiron JV.

58. Distribution of Contract Documents

With the implementation of a web based portal all distribution of Contract Documents will be done electronically. Additional detail will be provided in the individual Trade Subcontract Bid package documents. Costs for hard copies or additional electronic copies of Construction Documents or Bidding Documents, if desired by the Trade Subcontractor, shall be borne by the Trade Subcontractor.

59. Upon Execution of the Subcontract

Upon award, the Bidder will be required to complete the Subcontract Agreement, sign it, and forward it to Dragados/Flatiron JV, along with a Certificate of Insurance, relevant local Business Licenses, and all other subcontract requirements.

60. Final Acceptance Inspection

Final Acceptance and Inspection details will be provided in the individual Trade Subcontract Bid packages

61. Final Cleaning

Upon completion of the Work under the agreement, the Trade Subcontractor shall remove from the site, temporary structures, debris, and waste incident to its operations and clean all surfaces, fixtures, equipment, etc. relative to the performance of the Agreement and prior to acceptance.

62. Damaged Material

Damage/breakage of material during and/or caused by the installation or damage from post installation events, if adequate protection measures were not in place, will be removed and replaced at the sole expense of the Trade Subcontractor. In addition the Trade Subcontractor shall make up the schedule delays on the project at his own expense.

63. Use of Dragados/Flatiron JV's Equipment

Use of Dragados/Flatiron JV's Equipment will be provided in the individual Trade Subcontract Bid packages.

64. Change Orders - Owner

A detailed list of all labor, materials and mark ups associated with any Change Order is required from the Trade Subcontractor and any second tier Subcontractors or Vendors, and these must conform to the CHSR requirements.

Trade Subcontractor shall be bound by any changes, alterations, or extra work directed by Owner under the Prime Contract, including changes in sequence or scheduling or the amount or character of the Work, or any part thereof, to the same extent that Dragados/Flatiron JV is bound by the Prime Contract.

65. Claims, and Timing of Notices

Detail on Claims and Timing of Notices will be provided in the individual Trade Subcontract Bid package documents.

66. Apprenticeship Program

The employment and training of each apprentice shall be in accordance with one of the following items:

1. The apprenticeship standards and apprentice agreements under which he or she is training;
2. The rules and regulations of the California Apprenticeship Council.

The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the CHSRA CP 1-2 project may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the Trade subcontractor agrees to be bound by those standards; but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work. An apprenticeship program has the discretion to issue an exemption request for the 1 to 5 ratio set forth in this requirement when one of the 4 criteria is met:

1. Unemployment for the previous three-month period in the area exceeds an average of 15 percent;
2. The number of apprentices in training in the area exceeds a ratio of 1 to 5;
3. There is a showing that the apprentice craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; and
4. Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is a nature that training cannot be provided by a journeyman.

67. Noise Mitigation

Trade Subcontractor shall comply with all noise restrictions and requirements and as necessary and will be subject to all Noise Mitigation Plans adopted by the Dragados/Flatiron JV. This will include complying with and obtaining "Night Noise Permits" for any scheduled night work to be performed. Banging of tailgates in populated areas will be prohibited.

68. Air Quality

The Trade Subcontractor must comply with the Air Quality and Dust Control Plans in the Contract Documents. The Air Quality plan includes, but is not limited to, identification of fugitive dust sources at the construction site and describes all measures to be implemented before, during and after the dust generating activity occurs. These activities are for the entire duration of the project.

For additional information please refer to: San Joaquin Valley Air Pollution control District:

Fresno and Kings Counties operate out of the Central Region Office located at: 1990 East Gettysburg Ave, Fresno, CA 93726. Tulare County and the valley portion of Kern County operate out of the Southern Region Office, and it is located at: 34946 Flyover Court Bakersfield, CA. 93308

See associated web site: WWW.valleyair.org

69. Construction Waste Management Plan

Monthly Reports for the Construction Waste Management Activities will be required from Trade Subcontractors having activities associated with Waste. Where possible all construction waste and debris will be diverted from the general land fill to facilities which can recycle the materials. When applicable the Trade Subcontractor reports will include haul receipts summarized by category/weight of

the following: Inert Materials, Metals, General Trash and Debris, Contaminated Waste, and Cardboard/Paper/Plastic, which is hauled off the project.

Trade Subcontractor shall separate food waste from Construction & Debris (C&D) waste.

Trade Subcontractor shall provide separate bins at all break areas for food waste. The food Waste bins shall not be dumped into construction and debris (C&D) bins and must be removed separately from the site. Trade Subcontractor shall remove food waste on a daily basis to prevent contamination, rodents, and pests.

70. Traffic Control Plan

Trade Subcontractor shall also provide all traffic control, flagging and street closures and coordinate all activities with other trades and provide the necessary information and when required provide qualified personnel for all community related coordination events.

71. Safety

The Bid Proposal Form includes a requirement that the Bidder complete and submit the Trade Subcontractor Prequalification Questionnaire, if not already done, which includes its Workers' Compensation Experience Modification Rates (EMR) for the five most recent years. If such rates exceed 1.00, Dragados/Flatiron JV may require, at no additional cost, that the Subcontractor take additional safety measures including, but not limited to, assigning a full time Safety Engineer to the Project to perform inspections on a schedule as determined acceptable by Dragados/Flatiron JV. Dragados/Flatiron JV reserves the right to reject a Bidder who's EMR exceeds 1.00 or OSHA Incidence Rate exceeds 9.50 in either the most recent year or the average of the five years. The successful Bidder recognizes that it and its Sub Tier Subcontractors, Suppliers and Employees have the obligation to comply with all federal and/or state safety and health laws and regulations. The successful Bidder specifically acknowledges that it has the primary responsibility to prevent and/or correct all health and safety hazards within the operations for which it and its Employees or its Subcontractors and their Employees are responsible. The successful Bidder further acknowledges that it and its Sub Tier Subcontractors, Suppliers, and Employees have special expertise in recognition and prevention of such hazards in the operations for which they are responsible and that the Dragados/Flatiron JV does not have such expertise and is relying upon such expertise by the Bidder and its Subcontractors, Supplier, and Employees. Dragados/Flatiron JV retains the right to direct the successful Bidder to eliminate all hazards of which Dragados/Flatiron JV has actual knowledge, but the recognition and abatement of such hazards are the responsibility of the successful Bidder and its Subcontractors, Suppliers, and Employees. The successful Bidder agrees to

indemnify Dragados/Flatiron JV and all other Trade Subcontractors for all costs and penalties incurred, including attorney fees as a result of hazards created by the successful Bidder, its Subcontractors, Suppliers, and

72. Required Documents

Required Documents will be provided in the individual Trade Subcontract Bid packages

73. Scheduling and Phasing

Dragados/Flatiron JV will conduct regular progress meetings and these shall be held at the job site. The Trade Subcontractor shall provide the services of qualified personnel and their field supervisor who shall provide the necessary scheduling information and manpower commitments at each progress meeting until completion of his Subcontract. The Trade Subcontractor shall, identify "Long Lead" time material items, and notify Dragados/Flatiron JV immediately upon award of contract. In addition the Trade Subcontractor will be responsible for any delay or production related impacts that result from the late

completion of Trade Subcontractor's work tasks or that result from impacts to other subcontractors whose work Trade Subcontractor interfaces with during the performance of its subcontract.

74. Small Business Enterprise (SBE) Program

The overall project goal for Disadvantaged Businesses is 30% participation. Inclusive of the 30% goal is 10% DBE and 3% DVBE participation and a 17% Small Business Enterprise participation.

SB/DBE/DVBE participation goals will be provided in each of the Trade Subcontractor Bid Packages expressed as a percentage of the proposer's bid amount. The bidder is informed that bids received not meeting the goal will be subject to a review and determination of the good faith effort. Documentation on good faith effort must be provided within two days after submitting bids if requested by Dragados/Flatiron JV. If documentation is not provided within the time specified, the bid will be determined non-responsive. Dragados/Flatiron JV will defer final analysis of good faith efforts to the Authority for their determination and reserves the right to reject bids that do not meet the goals and do not demonstrate that a good faith effort has sufficiently been met or, if time permits, reject all bids and re-bid the trade package altogether. Dragados/Flatiron JV also reserves the right to accept any amount of participation provided, even less than stated, with the bid in order to meet the overall goals for the project.

Dragados/Flatiron JV is committed to meeting the project goals. Therefore, if necessary, and subject to approval by the JV Executive Committee, Trade Packages may provide for either a Bidders Incentive or a Bidders Advantage for bidders that exceed the stated goals.

Bidders Incentive Plan is the award of contract value in excess of bid amount determined by a formula based on exceeding the stated goal amount at bid submission. Incentives for Trade Subcontractors to exceed the stated goal shall be detailed in the individual Bid Packages. Generally, however, DFJV will provide for incentives to exceed the set Trade Package goals. An example formula follows:

Bidders Advantage Plan is the award of a contract for the value of the stated bid but bid amount is numerically reduced for analysis and comparison to other bidders for selection of lowest bid amount.

Advantages for Trade Subcontractors to exceed the stated goal shall be detailed in the individual Bid Packages. Generally, however, DFJV will provide for advantages to exceed the set Trade Package goals. An example formula follows:

75. Coordination

All costs associated with coordination shall be included in the Bid Amount.

1. Site Coordination

Trade Subcontractor shall coordinate its work, including temporary work, with all other trades as required for complete timely completion of all Work required and necessary. Subcontractor shall not be entitled to any damages for delays encountered in the Work for any reason including but not limited to the acts of Dragados/Flatiron JV, other Trade Subcontractors, or suppliers, including insufficient or inaccurate drawings, specification or lack of coordination among the parties on the Project. Subcontractor's sole remedy and right shall be an extension of time to complete the Work equal to the time delayed.

2. Coordination with Other Trades

Trade Subcontractor shall provide full time on-site superintendent(s) with full authorization to make binding decisions for the Trade Subcontractor. This on site superintendent will have complete responsibility for coordination of work with other Trade subcontractors (at all tiers) and the Dragados/Flatiron JV.

3. Coordination with Consultants

Trade Subcontractor will perform all coordination responsibilities with all consultants including noise monitoring consultants. Trade Subcontractor shall schedule all required inspections through Dragados/Flatiron JV to complete execution of the Work at no additional cost to the project.

4. Coordination with Governing Agencies (utility works - Third Party Entities)

Trade Subcontractor will perform all coordination and attend all meeting with public agencies, as indicated below and in the bidding documents, at the request of Dragados/Flatiron JV and as required to complete execution of all required and necessary Work at no additional cost to the project. Coordination as required with these entities include, but are not limited to, California Department of Transportation (Caltrans), County of Fresno, Kings County, City of Hanford, City of Corcoran, City of Allensworth, Tulare County, San Joaquin Valley Railroad (SJVRR), Burlington Northern Santa Fe (BNSF) Railway, irrigation districts, utility companies, Central Valley Regional Water Quality Control Board, State Water Resources Control Board, United States Army Corps of Engineers, flood control districts and other permitting agencies.

5. Coordination with Railway Companies: Burlington Northern Santa Fe and San Joaquin Valley Railroad.

In addition Union Pacific Railroad has operating Right of Way which is affecting the project. Must comply with all railway companies "Utility Accommodation Policies" including all insurance requirements to include: "Railroad Protective Liability Insurance."

The Trade Subcontractor will be responsible for participation in and completion of all Rail Safety Training mandated and requested by the all associated Rail Companies prior to starting, any work activities which fall within the Railway Companies controlled areas.

See Burlington Northern Santa Fe web site for additional information.

<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>.

See San Joaquin Valley Railroad web site for additional information.

http://www.gwrr.com/operations/railroads/north_america/san_joaquin_valley_railroad

See Union Pacific Railroad web site for additional information.

<http://www.up.com/>

The Trade Subcontractors Bid shall include a designated management representative, available to monitor project schedules, workmanship, and coordination as required in order to maintain all required completion dates and also to attend project meetings as scheduled and or directed by the Dragados/Flatiron JV.

76. Logistics

Drawings which will present the conceptual logistical as-built plans for the specific scope in the actual Bid package will be provided in the individual Trade Subcontract Bid packages. Note: Locations and configurations are for reference only and are subject to change:

77. Daily Subcontractor Clean Up / Housekeeping

Trade Subcontractor at all times shall continuously keep the premises free from accumulation of waste materials or rubbish, and both daily and at completion of the Work shall remove all its waste materials and rubbish from and about the Project. Daily clean-up of subcontractors own work is required. Trade Subcontractor shall perform its work so as to maintain the site in a clean, safe and orderly condition. Subcontractor will make its own arrangements for materials, waste removal and shall comply with all legal requirements and responsibilities regarding this requirement. If Subcontractor fails at any time to comply with this provision, then Dragados/Flatiron JV at its discretion, which shall be exercised in a good faith effort (GFA), may perform the clean-up without prior notice to Subcontractor, and back-charge the cost thereof to the Trade Subcontractor.

78. Recurring Reporting Requirement

All CHSR reporting requirements will be required including, but not limited to, MBE SBE DVBE reporting requirements, Certified Payroll reporting requirements, and other management ad hoc reports as requested by the Dragados/Flatiron JV. Waste Management reporting, Quantities/Production reporting, Safety reporting will all have recurring reporting requirements. Other reporting requirements will be provided in the individual Trade Subcontract Bid packages

79. Insurance Requirements

The "Bid Package Documents" and the "Subcontract Standard/Long form Agreement" will provide specific information on Insurance Requirements, Limits of policies and associated policy declarations. Where a difference in the required coverage occurs in the documents, the greater requirement will prevail and includes any statutory requirement (Local, State and Federal) for terms and limit requirements. Note: Trade Subcontractor is to include the Dragados/Flatiron JV and the California High Speed Rail (CHSR) Authority and all Indemnified Persons as additional insureds on all insurance. Unless otherwise specified in the Contract, all insurance required hereunder shall be procured from insurance or indemnity companies with an A.M. Best and Company rating level of A- or better, Class VII or better and with companies or through sources approved by the Dragados/Flatiron JV. Insurance shall be in accordance with the Schedule of Insurance Requirements, which is included in the attached sample Trade Subcontract agreement.

Below is a summary of the specific types of insurance requirements:

1. Railroad Protective Liability

In the event and as necessary the Trade Subcontractor shall provide, or cause to be maintained, any coverage as may be required by any railroad as a condition of the railroad's consent for entry onto railroad facilities or property. Such policy shall be effective during the period any Work is being performed within 50 feet of any railroad ROW. Coverage shall be written on ISO occurrence form CG 00 35 (or substitute form providing equivalent coverage) on behalf of any railroad as a Named Insured, with a limit of not less than \$25,000,000 per occurrence and an aggregate of \$25,000,000.

Burlington Northern Santa Fe (BNSF), San Joaquin Valley Railroad SJVR) and Union Pacific Railroad all have operating Right of Way affecting the project. Where applicable Trade Subcontractor must comply with all Railroad Companies insurance requirements and policies. Where appropriate coverage is to be included for Federal Employers Liability Act and any other applicable Federal, State and Local District laws. Trade Subcontractor's subcontractors and/or lower-tier subcontractors shall maintain the levels identified above.

See Burlington Northern Santa Fe web site for additional information.

<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>.

See San Joaquin Valley Railroad web site for additional information.

http://www.gwrr.com/operations/railroads/north_america/san_joaquin_valley_railroad

See Union Pacific Railroad web site for additional information: <http://www.up.com>

2. Workers' Compensation insurance

The Trade Subcontractor shall provide as required under California statute including coverage for Employer's Liability in an amount not less than \$1,000,000 each accident for bodily injury, for bodily injury by disease and policy limit for bodily injury by disease. Employer's liability primary insurance shall be scheduled under any excess or umbrella liability policy provided to comply with these specifications. The workers' compensation policies shall provide the following:

1. A waiver of subrogation in favor of the Dragados/Flatiron JV and the (CHSR) Authority and all Indemnified Persons;
2. A provision extending coverage to all states operations;
3. A voluntary compensation endorsement;
4. An alternative employer endorsement;
5. Coverage for liability under the United States Longshore and Harbor Workers' Compensation Act on an "if any" basis or as otherwise appropriate;
6. Coverage for liability under Title 46 of the U.S.C. § 688 ("Jones Act") on an "if any" basis or as otherwise appropriate; and
7. An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act on an "if any" basis or as otherwise appropriate.

Trade Subcontractor's subcontractors and all lower-tier subcontractors shall maintain the levels for Workers' Compensation insurance as described above. Workers' compensation insurers agree to waive any subrogation rights the insurers may have against the Dragados/Flatiron JV and the (CHSR) Authority and all associated Indemnified Persons.

3. Commercial General Liability

The Trade Subcontractor shall provide CGL coverage, on a primary basis, for bodily injury, property damage, personal injury and advertising injury liability covering the Project, Project ROW and Site. Trade Subcontractor to satisfy the commercial general liability insurance requirement of this Section by providing a project-specific policy. The policy or policies shall be endorsed to remove exclusions pertaining to any railroads. There shall be no "contractors' or subcontractors' limitation" endorsements as that term is defined, as of the date of this document, in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute (<http://www.irmi.com/online/insurance/glossary/default.aspx>) that have not been reviewed and approved by the Dragados/Flatiron JV, or its designated representatives. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract. Any additional insured coverage provided under this policy shall include coverage for loss caused by acts or omissions of those acting on behalf of Trade Subcontractor.

The commercial general liability insurance coverage shall have limits of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate and \$4,000,000 products/completed operations aggregate, with limits that reinstate annually, and shall be scheduled under the Trade Subcontractor's umbrella/excess policy described below. Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute of limitation. If completed operations coverage through the end of statutory exposure is not commercially available, completed operations coverage shall extend for at least 10 years from the date of Substantial Completion of the Project. If a project-specific policy is provided, the Trade Subcontractor shall be the named insured and the Dragados/Flatiron JV and each of the Indemnified Persons (including the CHSR Authority) shall also be a named insured as to any loss or liability arising out of or in any way related to

the Project, Project ROW or Site. Trade Subcontractor's subcontractors and/or lower-tier subcontractors shall maintain the levels of Commercial General Liability Insurance set forth above and includes each occurrence combined single limit for bodily injury and property damage, including coverage for Contractual Liability, Independent Contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property. Damages, and completed operation. For Certified Small Businesses (CSB), as defined by the State of California, required limits for commercial general liability and auto liability shall be \$1,000,000 each.

4. Commercial Automobile Liability

The Trade Subcontractor shall obtain and maintain and shall require all Subcontractors at all tiers to obtain and maintain a business auto liability policy or policies. Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance, or use of all vehicles connected with performance of the Work, including loading and unloading. Trade Subcontractor's auto liability policies shall cover "any auto" or shall be specifically endorsed to include liability coverage on an excess basis for vehicles owned or operated by Trade Subcontractor's and all tiers of subcontractors. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO Form CA 00 01. The minimum combined single limit for primary coverage is \$1,000,000 per accident, however coverage must be scheduled under excess or umbrella insurance as described in the umbrella insurance requirements below. Policies shall contain an endorsement affording coverage within 50 feet of a railroad using ISO Form CA 20 70 or equivalent. Policies shall include as an insured anyone liable for the conduct of an insured as defined in the policy, or shall add as insureds, the Dragados/Flatiron JV and the CHSR Authority and all associated Indemnified Persons. For any contractor of any tier, including the Trade Subcontractor, who will be involved in any way with the transportation of Hazardous Materials using its own vehicles, pollution liability coverage at least as broad as that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided and the automobile liability insurance policies shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) with a sublimit of no less than \$1,000,000. For Certified Small Businesses (CSB), as defined by the State of California, required limits for commercial general liability and auto liability shall be \$1,000,000 each.

5. Professional Liability Insurance

As Necessary and In the event that Trade Subcontractor employs (professional) Sub consultant, subcontractors , engineer(s) or land surveyor(s) for performing Construction Services, field engineering, for preparing design calculations, plans and specifications, then Trade Subcontractor shall carry or shall require its retained professionals (engineers and land surveyors, etc.) to carry professional liability insurance with Limits and requirements, and will be in effect during all phases of the Project. The Trade Subcontractor shall obtain and maintain professional liability insurance, including prior acts coverage sufficient to cover all claims arising out of any professional services performed in connection with this the associated bid package documents / Trade Subcontract Form award and any and all required and necessary work performed, with limits not less than \$10,000,000, per claim and in the aggregate or Trade Subcontractor shall require any member of its team, any sub consultant, Subcontractor professional engineer(s), or land surveyor(s) performing professional services for any portion of the Project, to obtain and maintain professional liability insurance providing the same coverage, with limits of at least \$1,000,000, per claim and annual aggregate with any deductible not to exceed \$500,000 each claim without prior written approval from the Dragados/Flatiron JV, or its authorized representatives, in its good faith discretion. Coverage shall apply specifically to professional activities performed under the Contract Documents. The policy(ies) shall have a retroactive date consistent with the inception of the

first date of project or construction activities, and no later than the date on which the Trade Subcontract Agreement Form was executed. The Trade Subcontractor agrees to maintain and to require its professionals / and all sub tier professional sub consultants, or professional engineer(s) or land surveyor(s) to maintain, as appropriate, this required coverage for a period of no less than three years after Substantial Completion or to purchase an extended reporting period for no less than three years after Substantial Completion.

6. Environmental Liability

The Trade Subcontractor shall obtain and maintain Contractors Pollution Liability (CPL) insurance with a total limit of liability of no less than \$10,000,000 per loss and \$10,000,000 in the aggregate per policy period dedicated to this Project. The CPL shall be obtained on an occurrence basis for a policy term inclusive of the entire period of construction. The CPL shall provide for a minimum 10-year coverage period, including the construction period and an extended reporting period. If an occurrence-based form is not available, coverage may be provided under a claims-made form provided that the 10 year-coverage and claim reporting period is provided either through an extended reporting period, or through continuous maintenance of coverage with no advancement of a retroactive date that is no later than commencement of the Work. The CPL policy shall include coverage for investigation, removal, and remediation costs including monitoring or disposal of contaminated soil, surface water, groundwater or other contamination to the extent required by environmental laws caused by pollution conditions resulting from covered operations; third-party bodily injury and property damage, provided that the third-party property damage liability coverage includes loss of use of damaged property or of property that has not been physically injured or destroyed, resulting from pollution conditions caused by construction operations. The policy shall have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway or for lead or asbestos. Coverage as required in this paragraph shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL shall also provide coverage for transportation and off-Site disposal of materials and for testing, monitoring, measuring operations or laboratory analysis. The Dragados/Flatiron JV and each of the Indemnified Persons/Entities shall be insureds. Any policy provision or exclusion (including any so-called "insured versus insured" exclusion or "cross-liability" exclusion) the effect of which would be to prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim which would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy, shall not apply to claims brought by the Dragados/Flatiron and the (CHSR) Authority and all of the associated Indemnified Persons.

7. Excess/Umbrella Liability Insurance

The Trade Subcontractor shall obtain and maintain excess/umbrella liability insurance with limits up to \$200,000,000, Two-Hundred Million dollars, with limits reinstating annually. The limits will vary according to the bid package and will be part of the information provided to bidders. The insurance provided under this Section shall provide excess limits for the primary general liability, auto liability and employers' liability insurance coverage required under this "Insurance" clause. The policy or policies shall include the Dragados/Flatiron JV and the (CHSR) Authority and all Indemnified Persons as named insureds with respect to liability arising out of the Project or out of any acts, errors or omissions of any Trade Subcontractor-Related Entity. Coverage shall be extended to all insureds for completed operations. Such policy or policies shall include the following terms and conditions:

Policies shall contain a drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted or for occurrences covered by an umbrella policy but not covered in the underlying insurance.

Policies shall be “follow form” and shall provide coverage at least as broad as found in the underlying primary policies; and

There shall be no “subcontractors’ limitation” endorsements as described in the Commercial General Liability Section of this document that have not been reviewed and approved by the Dragados/Flatiron JV and or its designated representatives.

8. Property Insurance (Course of Construction) / Builders Risk

Upon commencement of construction the Trade Subcontractor shall, be responsible for 100% of the Builders Risk deductible associated with any and all claims the Trade Subcontractor has caused. The deductible will be calculated on a pro-rata basis and will be split between the affected and responsible parties. The cause of loss includes but is not limited to any direct or indirect actions the Trade Subcontractor preformed in executing it’s scope of work. In addition, cause of loss also includes any inactions which may have prevented the loss to occur. The Builders Risk Policy will be procured and maintained by the Dragados/Flatiron JV, and will provide coverage to all named insureds. The named insured shall be the Dragados/Flatiron JV, all Trade Subcontractors (excluding those solely responsible for design Work) of any tier, suppliers, the (CHSR) Authority and all Indemnified Persons. Coverage extended to the Authority and the Indemnified Persons shall not be limited by use of the phrase “as their interests may appear.

The Following is a summary of the Builders Risk terms :

Builders Risk coverage shall apply to those portions of the Project comprising high value assets subject to loss from a single occurrence. Examples of such assets include materials, temporary buildings, falsework, bridges, connectors, off ramps, and other structures or items. The Trade Subcontractor may elect to cover all property at a lower blended rate if such a strategy would result in lower premium, or result in broader coverage at a lower or equivalent premium. Coverage for each asset should be applicable only for the period of construction of the specific asset and should end when the asset is put to its intended use or as otherwise approved and accepted by the Dragados/Flatiron JV, which end of coverage must be approved by the Dragados/Flatiron JV prior to termination thereof. The named insureds shall be the Trade Subcontractor, all tiers of Subcontractors, Suppliers, the Dragados/Flatiron JV the (CHSR) Authority and all Indemnified Persons. Coverage extended to the Dragados/Flatiron JV, (CHSR) Authority and all Indemnified Persons shall not be limited by use of the phrase “as their interests may appear.”

The minimum scope for Property Insurance (Course of Construction) / Builders Risk:

Coverage shall be provided on a builder's risk insurance policy on an "all risk" basis. Such insurance shall be on a replacement cost basis using a completed value form reasonably acceptable to the Dragados/Flatiron JV and The CHSR Authority to ensure adequacy of terms and sub-limits. The policy shall cover all property, roads, buildings, bridge structures, other structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the portions or elements of the Project, and the works of improvement, including permanent and temporary works and materials, and including goods intended for incorporation into the works located at the Project ROW, in storage or in the course of transit to the Project ROW and all improvements that are within the Project ROW. The policy shall not cover tools or equipment used by any Trade Subcontractor to perform their work. Such tools and equipment are the sole responsibility of the Trade Subcontractor who owns or uses such tools. The builder’s risk policy must include coverage for: (items 1 thru 11)

- 1) Any ensuing loss from faulty workmanship or nonconforming work
- 2) Machinery accidents and operational testing, if applicable;
- 3) Removal of debris, with a sub-limit of 25 percent of the loss or a sublimit of no less than \$20,000,000, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project;
- 4) Transit, including ocean marine coverage (unless insured by the Supplier or through a separate marine cargo policy), with sub-limits sufficient to insure the full replacement value of any key equipment item;
- 5) Sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site;
- 6) Collapse;
- 7) Terrorism;
- 8) Earthquake;
- 9) Flood;
- 10) Plans, blueprints and specifications; and
- 11) Demolition and increased cost of construction as required by law or ordinance with a sub-limit of no less than \$20,000,000.

There shall be no coinsurance penalty provision in any such policy. All deductibles shall be the responsibility of the Trade Subcontractor, and will be administered on a pro-rata basis as stated above. The policy shall provide a "severability of interests provision," or "multiple insured's clause" or similar wording that the policy shall apply to each insured as if a separate policy had been issued to each insured except as to limits. The Minimum Limits of the coverage shall be the broadest coverage commercially available for "all risks" of direct physical loss or damage. The policy shall provide coverage per occurrence up to the full replacement cost or a \$100,000,000 loss limit, provided however, that the policy may include appropriate sub-limits for earthquake, earth movement, tsunami and flood but in no event less than \$50,000,000 aggregate each for earthquake and flood. The coverage limits set forth in this "Insurance" clause are minimum requirements and the Dragados/Flatiron JV does not represent that the minimum coverage and limits required hereunder will necessarily be adequate to protect the Trade Subcontractor. The Trade Subcontractor may provide at his own expense additional coverage.

9. Aircraft Liability

If applicable and as necessary, the Trade Subcontractor shall provide, or cause to be maintained, Aircraft Liability insurance with a limit of not less than \$10,000,000 per occurrence in all cases where any aircraft is used on the Project that is owned, leased or chartered by any Trade Subcontractor-Related Entity or its subcontractors of any tier, protecting against claims for damages resulting from such use. Any aircraft intended for use in performance of the Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the Project or on any property owned, rented or leased by Dragados/Flatiron JV or by the (CHSR) Authority and all Indemnified Persons, shall be subject to review and written acceptance by the Dragados/Flatiron JV prior to occurrence of any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable in lieu of the coverage listed above, but must be provided prior to use of the aircraft. Such non-owned aircraft liability insurance shall include the Dragados/Flatiron JV the (CHSR) Authority and all Indemnified Persons as insureds

10. Watercraft Liability

If applicable and as necessary the Trade Subcontractor shall provide, liability insurance covering the ownership, use, maintenance, loading or unloading of watercraft related to the performance of the Work

or any other operations contemplated under the Contract. Policies shall provide a limit of not less than \$10,000,000 per occurrence or higher limits as may be required by the Dragados/Flatiron JV, in all cases where any watercraft is used on the Project that is owned, leased, hired, or chartered by any Trade Subcontractor-Related Entity. Coverage may be provided through any combination of commercial general liability, marine general liability, or protection and indemnity insurance provided that all watercraft operation is covered, regardless of watercraft size. Such coverage may be arranged in any combination of primary and excess policies, all of which shall include the Dragados/Flatiron JV, the (CHRS) Authority and all Indemnified Persons as insureds and shall explicitly waive subrogation against the Dragados/Flatiron JV, the (CHSR) Authority and all Indemnified Persons.

Insurance requirements (Specific to Project)

The Trade Subcontractor shall not commence Work under this Contract until it has obtained the insurance required under this "Insurance" clause, except for builder's risk insurance as provided for in Section (h.) above, and has furnished to the Dragados/Flatiron JV as evidence of insurance providing the required coverage as required hereunder, nor shall the Trade Subcontractor allow any tier of Trade subcontractor to commence Work under any subcontract until the insurance required of the any subcontractor has been obtained, evidenced and approved by the successful Trade Subcontractor and the Dragados/Flatiron JV.

80. Audit

Trade Subcontractors at all tiers shall grant Dragados/Flatiron JV and any other parties designated by the Dragados/Flatiron JV, audit and inspection rights of any and all Project related document.

81. As-Builts

a.) Trade Subcontractor shall maintain a set of up-to-date as-built drawings and specifications on site at all times. Proof of up-to-date as-builts and specifications will be a requirement for receipt of Progress Payments. Trade Subcontractor shall provide one full size hard copy of up-to date as-built drawings on a monthly basis or as requested by the Dragados/Flatiron JV.

b.) An updated, complete, and accurate revised CAD (latest release) version and a (pdf.) format of these As-Built Drawings will be submitted to Dragados/Flatiron JV 30 calendar days prior to substantial completion and prior to release of retainage. Trade Subcontractor Receipt of Progress Payment will be withheld until full and final As-Builts are received and approved by the Dragados/Flatiron JV.

82. Dragados/Flatiron JV BIDDING FORMS

Bid Forms will be provided in the individual Trade Subcontract Bid packages.

See Appendix below for examples of Dragados/Flatiron JV Bidding Forms.

83. Bid Bond Form (BB)

A notarized Bid Bond Form (BB) shall be submitted unless the Bid is accompanied by a Certified Check or irrevocable letter of credit.

See Appendix below for Bid Bond Form (BB)

84. Subcontractor List (SL)

Bidder shall provide the information for each subcontractor who shall perform in excess of 1/2 of 1% of the Grand Total Bid Price or \$5,000, whichever is greater.

DBE Certification: A certification issued to a firm by a certifying member agency of the California Unified Certification Program (CUCP) which has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by the certifying CUCP member, (please include when applicable).

Subcontractor Name
Subcontractor Address/phone number
Portion of Work
Amount of subcontract
Contractor's License No: (of said Subcontractor)

Bidder shall also list all (minority designated sub tier subcontractors and suppliers), including the respective subcontract dollar amounts for each, on the Bidders/Proposers Information Form in order to receive participation credit toward the SBE participation goal of 30%. Failure to include this information with the Bid may result in a determination that the Bidder has not met the SBE participation goal and its bid is therefore nonresponsive or incomplete. Note: California Public Contract Code Section 4104 states, "failure to provide at a minimum the name, location of the place of business, and the portion of work to be performed by each such subcontractor may render the bid nonresponsive or the Bidder unqualified to perform the work under this Contract."

Note:

Disadvantaged Business Enterprise (DBE) including women-owned DBEs, Disabled Veteran Business Enterprise (DVBE), Microbusiness (MB), Small Business (SB), are all recognized under the program. DBEs must be certified by an agency participating in the California Unified Certification Program. Visit <http://dot.ca.gov/hq/bep/ucp.htm> for a list of participating agencies concerns. DBE () DVBE () MB () SB ().

85. Subcontracting Request (SR)

Subcontracting Request will be provided in the individual Trade Subcontract Bid packages.

86. Acknowledgment of Receipt and Review - Project Bidding Manual (ARR)

See Appendix below for required Acknowledgment of Receipt and Review Form

87. Bidding Checklist (BCL)

See Appendix for required Bidding Checklist (BCL)

88. Performance and Payment Bonds

Payment and Performance Bonds may be required from all Trade Subcontractors whose subcontract value will be in excess of \$100,000. The Trade Subcontractor shall provide to the Dragados/Flatiron JV and maintain at all times during the term of the Contract a Performance Bond in the amount of 50 percent of the Contract Price and a Payment Bond in the amount of 100 percent of the Contract Price. Each bond required hereunder shall be provided by a surety that is registered with the California State Insurance Commissioner; appears on the current Authorized Insurance List in the State of California published by the Office of the Insurance Commissioner; and has an A.M. Best's Rating Service classification of "A-XIV" or better, or is otherwise approved by the Dragados/Flatiron JV in its sole discretion. The Dragados/Flatiron JV may require any sureties to appear and qualify themselves at any time. If the Dragados/Flatiron JV determines, in its sole discretion, that a surety is not qualified, the Dragados/Flatiron JV may, upon written demand, require the Trade Subcontractor to furnish a replacement bond or bonds, at no additional cost, from a qualified surety acceptable to the Dragados/Flatiron JV. Until the replacement bond or bonds are furnished, payments on the Trade Contract shall stop. The Bond amount is to be One Hundred Percent (100%) of the Value of the Contract and shall be provided with the signed contract. The Dragados/Flatiron JV will pay cost of up to 1% (one percent) of the Payment and Performance Bond. Bidder shall include cost over 1% (one percent) of the actual cost of the Payment and Performance Bond in their Bid.

IV. Appendix to Bidding Instructions:

SCOPE OF THE PACKAGE AND BID ITEM INFORMATION:

1. Package Scope Summary (Example)

XX

Bid Package Timeline:

Bidder Instruction Book:	October 1 , 2015
Advertisement for Package #1:	Feb. 5, 2016
Request for Qualification Package #1 (for non-qualified):	Feb. 11, 2016
Qualifications Due (for non-qualified):	Feb. 15, 2016 (XX:00 p.m.)
Bidders Contact List:	Feb. 17, 2016
Bid Package #1 Issued:	March 5, 2016
Pre-Bid Conference/Presentation (Bid Package #1):	March 20, 2016 (XX:00 p.m.)
Pre-Bid Q&A Work Session:	xxxxx 25, 2016 (XX:00 p.m.)
Notification of Qualification (for non-qualified):	xxxxx 25, 2016
Questions/Clarifications (QABD) Due:	xxxxx 25, 2016 (XX:00 p.m.)
Pre-bid Request for Substitutions Due:	xxxxx 25, 2016 (XX:00 p.m.)
Value Engineering (VE) Proposals Due:	xxxxx 25, 2016 (XX:00 p.m.)
VE Proposals Review:	xxxxx 31, 2016
Final QABD (Questions Answers Bid Documents) Posted	April 7, 2016
Bid Day Bid Packages Due:	April 15, 2016 (X:00 p.m.)
Public Bid Opening:	xxxx 15, 2016 (X:00 p.m.)
Protest Period: (Protests beyond three working days after the bid opening will not be accepted)	April 15-20, 2016 (X:00 p.m.)
Tabulation/Best and Final Offer/Award: (Notification of Intention to Award Contract):	April 20, 2016 (X:00 p.m.)

*Informational



Dragados/Flatiron JV
QABD No.: _____
Received: _____
Addendum Required? Yes__ No__

Questions Answers on Bid Documents (QABD)

Project: California High Speed Rail (Construction Package 2-3)

Contract No.: HSR-1357

To: Dragados/Flatiron JV

From: _____

Date: _____

Firm: _____

Phone: _____

E-mail _____

Specification Section: _____

Paragraph(s) _____

Drawing Sheet: _____

Detail(s) _____

Question: _____

Reply: _____

By: _____ Firm: _____ Date: _____

The reply is an answer to a Bidder's question. The reply does not change the Bid Documents unless the information contained therein is issued in an Addendum. If the QABD can be answered by Bidder's review of the documents, the reply will note this and will include locations where information can be obtained. The Dragados/Flatiron JV will post each submitted QABD question and its associated response to the DFJV Bidding web Portal / website for all Bidders to review.

END OF QABD

(*Required in word document for each QABD)



Acknowledgment of Receipt of Addenda (ARA)

If Addenda to the Bid Documents have been issued for this Contract, please indicate receipt thereof by filling in the appropriate Addendum number and filling in date received below.

Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

Note: A BID MAY BE RENDERED NONRESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA WHICH MAY HAVE BEEN ISSUED FOR THIS CONTRACT.

Bidder's Name _____

Name and Title of Signer _____

Bidder's Street Address _____

Bidder's City, State, ZIP _____

Bidder's Telephone No. _____

Signature of Bidder or Authorized Representative: _____

Date: _____

END OF ARA

(*Required)



Bid Bond Form (BB)

Bidder shall have this Bid Bond form executed as indicated below unless Bid is accompanied by certified check or irrevocable letter of credit.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Trade Subcontractor as principal and the undersigned Surety as obligator, are held and firmly bound unto the Dragados/Flatiron JV, as obligee, in the penal sum of: \$ _____ Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

That the Trade Subcontractor as principal is submitting a Bid for certain work to be performed for the said Dragados/Flatiron JV described as follows:

California High Speed Rail Construction Package 2-3 project
Owners Project No.: HSR 13-57
Project Address: Fresno, Kings and Tulare Counties, California

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by said principal be accepted and the Contract be awarded to said principal and if said principal shall within a period of ten (10) days after such award enter into the Contract so awarded and file any required performance and payment corporate surety bonds certificates of insurance, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS THEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20_____.

(Corporate Seal)

Name of Firm, Corporation, Partnership or Joint Venture

Principal

(Corporate Seal) _____ By

Surety

Attorney in Fact

By

END OF (BB)

Example of Letter of Assent:

ATTACHMENT B
LETTER OF ASSENT TO COMMUNITY BENEFITS AGREEMENT
FOR THE
CALIFORNIA HIGH-SPEED RAIL PROJECT

The undersigned hereby certifies and agrees that:

- 1.) It is a C/S/E as that term is defined in Section 1.6 of the California High-Speed Rail Community Benefits Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Project Work on the Project, or to authorize another party to assign, award or subcontract Project Work, or to perform Project Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Project Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Letter of Assent, in form identical to this document, from any C/S/E(s) at any tier or tiers with which it contracts to assign, award, or subcontract Project Work, or to authorize another party to assign, award or subcontract Project Work, or to perform Project Work.

DATED: _____ Name of Contractor _____

(Authorized Officer & Title)

(Address)

B-1

2824-024cv

(*Required)



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION

(To be completed by each Bidder -Trade Subcontractor - Sub consultant etc.)

If Bidder is a, partnership, or joint venture, a copy of this certification must be completed by each member, partner or joint venture member. A copy of this certification must also be completed by any participating Guarantors.]

This certification applies to the Trade Subcontract bidder and any tier Subcontractor or any Sub consultant and will be a continuing requirement throughout the term of the Trade Subcontract or agreement, as applicable.

The undersigned certifies to the best of its knowledge and belief, that it and its principals:
Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency.

Have not within a 3 year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes: or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in item 2 (two) of this certification.
Have not within a 3-year period preceding this enclosed bid had one or more public transactions/contracts (Federal, State or Local) terminated for cause or default.

Check this box to certify the above Statements

Signature _____

Printed Name _____

Date _____

Entity Name _____

Federal ID # _____
(*required)



Trade Subcontractor List FORM (SL)

NAME OF PROJECT / PROPOSAL		PROJECT PROPOSAL NUMBER	
PROPOSER BUSINESS NAME AND ADDRESS			
NAME OF PERSON SUBMITTING BID	SIGNATURE OF PROPOSER Submitting Bid		DATE
CONTACT PERSON NAME Print	CONTACT PHONE NUMBER	CONTACT EMAIL	Central Contractor Registration Number

- 1) Identify all DBE/SBE firms being claimed for credit.
- 2) List names of all DBE/SBE/DVBE subcontractors and their respective items of work.
- 3) Attach a copy of the proof of DBE/SBE/DVBE certification for each DBE/SBE/DVBE subcontractor listed on this form.
- 4) Attach "Intent to Perform" letter signed by the subcontractor(s) supplier(s).
- 5) Include all **Central Contractor Registration Number(s)**

LIST BUSINESS FIRM(s) Business Name , Address, Contact Person, and (e-mail address)	Phone Number	Age of Firm (Yr)s	Item of Work, Service/ Materials Supplied	NAICS Code If known	Annual Gross Receipts of Firm	Certified DBE SBE DVBE (Y/N)	Certifying Agency	Type DBE or SBE or DVBE	Award Amount in Bid	Percent of Contract Participation
	Central Contractor Registration Number									
PRIME Trade Subcontractor										
Sub Tier Subcontractor(s)/Supplier(s)										
Grand Total									\$	%

NAICS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/naics>.

Type of DBE/SBE: (1) African-American (2) Hispanic (3) Native American (4) Asian-Pacific (5) Asian-Indian (6) Female Woman (7) Other (designated as a Small Business / micro business)

Trade Subcontractor(s) shall rely on the DGS - SB/DVBE/Microbusiness Directory, the California Unified Certification Program (CUCP) and the SBA directory to identify and verify certified firms. A complete listing of certified SBs, DVBEs and Microbusinesses can be found on the DGS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>. A complete listing of certified DBEs can be found on the California Unified Certification Program website at www.dot.ca.gov/hq/bep. A complete listing of certified SBs by the SBA can be found at www.sam.gov.

- Important: Attach the proof of certification for each DBE/SBE firm used toward meeting the DBE/SBE goal.- This information will be used to create and maintain a federally required Bidders List, regardless of DBE/SBE participation. - Use additional sheets as necessary (*required)



BUY AMERICA

COMPONENT SUPPLIER CERTIFICATION

[This certification to be completed by Bidder for each component supplier identified in the Component Worksheets as providing components manufactured in the U.S.]

Form: Buy America Component Supplier Certification

The Proposer hereby certifies that all Buy America Components listed as “manufactured in the US” in the attached Component Worksheet and provided by the component supplier identified below are manufacture d in the United States and comply forth the FRA Buy America requirements of 46 U.S.C. § 24405(a)(1) with regard to components.

Bidding entity: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Component supplier
Company Name: _____

Component Supplier
Address: _____

Phone: _____

E-mail: _____

Fax: _____

(*Required)



SMALL BUSINESS GOAL COMMITMENT AFFIDAVIT FORM

The Bidder has carefully examined all documents that form this RFB and is aware that the HSR Authority has established an overall Small Business goal of 30 percent, inclusive of Small Businesses, Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Microbusinesses for the Project, in conformance with Executive Order S-02-06, Title VI of the Civil Rights Act of 1964, and related statutes and Best Practices of 49 C.F.R. Part 26, as set forth in the Authority's Small and Disadvantaged Business Enterprise Program.

The Bidder will aggressively exercise Good Faith Efforts to the satisfaction of the Dragados/Flatiron JV to meet or exceed the overall Small Business goal of 30 percent, consistent with the Bidder's execution plan developed in accordance with the CHSR Authority's Small and Disadvantaged Business Enterprise Program. As an authorized Representative, I have the full power to execute this declaration on behalf of:

Bidding Entity Name: _____

Signature Bidder: _____

Print Name: _____

Date of Signature: _____

(*Required)



Bidding Checklist (BCL) All items must be completed

Bidding Entity Name : _____			
Signature of Bidder : _____			
Print Name: : _____			
Date of Signature : _____			
All Bidders: Include the following properly completed and executed forms with Submitted Bid.		YES	NO
Question and Answers on Bid Documents see Project bidding Manual QABD Form- (if none state and sign)			
Bidding Checklist : (This document) Completed			
Executed Bid Form with contractor's license number and expiration date. Include MBE/DB/DVBE info if any			
Notarized Bid Bond Form (see Project Bidding Manual, BB form), including Bid Bond equal to five percent (5%) of the Base Bid OR Certified Check OR Letter of Credit			
Trade Subcontract List Form # (See Project Bidding Manual)-Include all MBE/SB/DVBE info			
Executed Bid Form with contractor's license number and expiration date			
Current Business Tax Registration Certificate			
Acknowledgment of Receipt of Addenda (Project Bidding Manual, ARA)- Must List all Addenda			
Résumés of the Trade Subcontractor's proposed project team			
Certification Regarding Debarment, Suspension, and Other Responsibility Matters			
Non-Collusion Affidavit			
Fly America Certification			
Buy America Certification Form			
Small Business Goal Commitment Affidavit Form			
Acknowledgment of Receipt and Review - Bidders Instruction Book (ARR-BIB) (Signed Original)			
The envelopes containing the Bid Proposals must be sealed and addressed to Dragados/Flatiron JV. No Bid Proposals will be received after the date and time set forth in the Invitation to Bid. Dragados/Flatiron JV reserves the right to reject any and all bids. Envelopes shall bear the name and address of the Bidder and be delivered to the following address before the Bid due date and time. Dragados/Flatiron JV Attn: Fred Morell California High Speed Rail Program CP2-3 1610 Arden Way Suite 175 Sacramento, CA 95815			
Note: Post Bid Checklist (PBCL) requirements will be provided to the apparent low bidder(s).			

End of (BCL) (*Required)



Acknowledgment of Receipt and Review - Bidders Instruction Book (ARR-BIB)

California High Speed Rail Construction Package 2-3 project

The Project Bidding Instruction Book has been issued for this Contract, please indicate receipt and review thereof by filling in the appropriate date received and signing below.

Project Bidding Instruction Book:

Version Control: Date / Rev# : _____

Date Received & Reviewed : _____

A BID MAY BE RENDERED NONRESPONSIVE IF THE BIDDER DOES NOT ACKNOWLEDGE THE RECEIPT AND REVIEW OF THE PROJECT BIDDING INSTRUCTION BOOK ISSUED FOR THIS CONTRACT.

Bidder's Name (Sign) _____

Name and Title of Signer (Print) _____

Bidder's Address: _____

END OF ARR-BIB

Acknowledgment of Receipt and Review Project Bidding Instruction Book.

(*Required)

V. [Attached Logistics Drawing](#)

The Logistics Drawings will be provided in the individual Trade Subcontract Bid packages.

Logistical Sectional Views -

(Please note the Logistical Sectional views to be provided in the individual Trade Subcontract Bid packages will be for reference Only: Locations and Dimensions may change.)

*Informational