



April 14, 2016

*AFFILIATED AGENCIES*

*Orange County  
Transit District*

*Local Transportation  
Agency*

*Service Authority for  
Freeway Emergencies*

*Consolidated Transportation  
Service Agency*

*Congestion Management  
Agency*

*Service Authority for  
Abandoned Vehicles*

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. 6-0926 "REQUEST FOR  
CONSTRUCTION MANAGEMENT SERVICES FOR OC STREETCAR  
PROJECT"  
ADDENDUM NO. 2**

This letter and its enclosures comprise **ADDENDUM NO. 2** to the above captioned Request For Proposals (RFP) issued by the Orange County Transportation Authority (herein after referred to as "Authority"). Please make the following changes to the RFP documents:

1. Offerors are advised that the Authority received questions regarding subject RFP, and the Authority's responses are presented as ATTACHMENT A.
2. Offerors are advised that reference document "Rail Programs Department Construction Management Procedures" is presented as ATTACHMENT B.

Offerors are reminded that all changes addressed in this **ADDENDUM NO. 2** shall be incorporated into the final Agreement.

Offerors are reminded to acknowledge receipt of this **ADDENDUM NO. 2** in their Letter of Transmittal, which is to accompany the proposal.

Questions regarding this **ADDENDUM NO. 2** should be directed to the undersigned at (714) 560-5478 or bcarman@octa.net.

Sincerely,

Bridget Carman  
Senior Contract Administrator  
Contracts Administration and Materials Management

Attachment A: Authority's Response to Written Questions

Attachment B: Rail Programs Department Construction Management Procedures

**“RFP 6-0926 CONSTRUCTION MANAGEMENT SERVICES FOR OC STREETCAR PROJECT”**

**AUTHORITY’S RESPONSE TO WRITTEN QUESTIONS**

- Q.1 In Section II, Proposal Content, the formatting guidelines are listed under Section A: Proposal Format and Content. Do any Tabs or the Table of Contents page count against the 50 page limit?
- A.1 No.
- Q.2 Can we provide a USB thumb drive for the electronic version as opposed to CD/DVD?
- A.2 No.
- Q.3 It appears the intent of the role of Project Manager and Construction Manager to be the same based upon different references throughout the RFP. Can you clarify whether OCTA wants a separate person/role for Project Manager and Construction Manager?
- A.3 The CM’s “Project Manager” is the same person referred to in Section 3.0-8 and Section 4.0 as the “Construction Manager”. The term “Project Manager” is OCTA’s standard language , although in Section 3.0-8 and Section 4.0, references to “Construction Manager” will be changed to “Project Manager”.
- Q.4 The requirements for Construction Manager requires to be a Licensed Civil Engineer in State of California however this role seems to be that of Project Manager based upon previous contracts. Since this person will not be signing for any of the technical documents that would require this registration, can this requirement be lessen or a recommended versus minimum requirement?
- A.4 It is a standard OCTA requirement that the Project Manager on CM contracts be a licensed Civil Engineer in the State of California.
- Q.5 Can't find the following as directed per Addendum No. 1: "Offerors are advised that Exhibit A, Scope of Work, Page 26, Paragraph 2.1-14 is modified as follows;
- “CM shall maintain detailed project records and document the Work of the Project as directed by AUTHORITY in accordance with the AUTHORITY’s Rail Programs Department Construction Procedures, attached hereto as Attachment A.”
- A copy of the “Rail Programs Department Construction Procedures” is available for download at [www.ocstreetcar.net](http://www.ocstreetcar.net).
- A.5 The “OCTA Rail Programs Department Construction Management Procedures” provided as a reference document, are attached hereto as Attachment B.
- Q.6 In Section 1 – Instructions to Offerors--Section F. Submission of Proposals - #3—RFP states Offeror shall submit an original and 7 copies of its proposal in a sealed package, addressed in accordance with the above paragraph. In addition to the

above, Proposers shall include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD or DVD. "Can the electronic copy in PDF format of the entire RFP submittal package be placed on a flash drive instead of a CD or DVD?"

- A.6 See response to question No. 2.
- Q.7 "Please confirm proposal requirement of fifty (50) pages in length. (a) 50 single-sided sheets of paper or (b) 50 double sided sheets of paper (100 pages of content)
- A.7 The proposal content shall not exceed 50 single-sided, double-spaced sheets of paper-50 pages of content.
- Q.8 Do 11 x 17 sheets count toward the page limit as one or two pages?
- A.8 11 x 17 sheets count count as one page. "Charts and schedules may be included in 11"x17" format". (Reference RFP page 10. A-1)
- Q.9 Do tabbed dividers count toward the page limit?
- A.9 See response to question No. 1.
- Q.10 We suggest that the Resident Engineer and Construction Manager Role can be the same individual for efficiency of project execution. Please confirm.
- A.10 See response to question No. 3. The two roles are a standard requirement by OCTA for RFPs for CM services. The Resident Engineer is a full time position overseeing day to day construction activities and managing the CM team's delivery of work.
- Q.11 The Work Plan requires the submission of a project schedule for completing the tasks in terms of elapsed weeks. Given that the majority of the CM tasks are continuous for the duration of the project, it may not be practical to show each of these tasks in terms of elapsed weeks. Instead, we suggest a staffing plan showing each phase of the work, pre-construction, construction and post-construction phase, rail activation (testing, startup, and commissioning). Please clarify this requirement submission.
- A.11 The Work Plan requirement in the RFP, Section II "Proposal Content" Part A "Proposal Format and Content" Subpart 3(c)(3) refers to a project schedule showing CM tasks, logic ties and proposed resource assignments, not a staffing plan or resource loaded schedule.
- Q.12 Proposal requests 12-point font, double- spaced on 8.5x11. Please confirm if double spacing is preferred or if the intent was meant to be double-sided printing. Does this apply to resumes as well?
- A.12 Double-sided printing would limit the proposal submittal to 25 pages.

Double-spaced assumes a blank line between each line of text.

Resumes shall be no longer than two pages (Reference RFP page 12, Paragraph 3, subparagraph b, Item 2.) Resumes are excluded from the page count and may be included as a separate Appendix (Reference RFP page 10, Paragraph A, Item 1.)

Q.13 Has OCTA identified a project delivery method, i.e. design-bid-build, design-build, or CM/GC to deliver the project?

A.13 The project delivery method is Design, Bid, Build.

Q.14 How many contracts will the CM Team manage? Will the project be delivered as one construction contract that includes all civil, structures, stations, systems, and maintenance facilities, or will these elements to be constructed under different contracts?

A.14 The CM will manage the construction contract, and the utilities construction contract, if it is awarded.

Q.15 The Rail Programs Department Construction Procedures" referenced in Exhibit A 2.1-14 is not included in the RFP. Please provide.

A.15 See response to question No. 5.

Q.16 Page 22 Exhibit A of the RFP makes reference to a current set of draft plans available at [www.ocstreetcar.net](http://www.ocstreetcar.net), but I could not find them under the Resources tab. Please provide.

A.16 Under [www.ocstreetcar.net](http://www.ocstreetcar.net), please go to Resources tab and search under the Environmental Assessment/Draft Environmental Impact Report (EA/DEIR), then find in Volume IV, Appendix O, Parts 1 through 10.

Q.17 Can you provide any additional documentation detailing any changes since the environmental document was completed?

A.17 The following changes have been made to the project since the environmental documents were approved: The single-track bridge to the south of the historic bridge over the Santa Ana River has been changed to a double-track bridge on the north side of the historic bridge; the maximum speed in the PE ROW has been increased from 35mph to 45mph; the single contact wire in the PE ROW has been replaced with two-wire catenary; provisions have been made to grade-separate the recreation and maintenance trail on the west side of the Santa Ana River under the streetcar bridge; the Willowick Station has been removed; downtown stops Broadway and Main were reduced to stops at Sycamore; side platforms in the PE ROW have been changed to center platforms; near-side stops have been moved to far-side and vice versa; the double-crossover west of the MSF has been replaced with single crossovers on either side of the MSF; the layout of the MSF has changed; crossovers have been added at both ends of the downtown couplet for operations with 4th Street closed; the turnout and tail track beyond SARTC was replaced with a double-crossover before SARTC; traffic signal priority was added at all traffic signals except Main, Broadway, and Bristol; the Westminster Bridge was changed from a tied-arch bridge to a bridge with a more straightforward superstructure; Santa Ana Blvd has been reconfigured with reduced lanes to accommodate bike lanes from French Street to Raitt Street in the

same curb-to-curb width; six traction power substations were replaced with five traction power substations in revised locations; and there was a vast reduction in storm drain improvements.

Q.18 There seems to be a discrepancy regarding the staffing assignments. Page 24, Section 2.1-6, of the RFP states that "The CM shall furnish a Project Manager", yet in Section 4.0, entitled "CM Staffing Levels", on Page 55, refers to a "Construction Manager" position rather than a Project Manager. Please Clarify.

A.18 See response to question No. 3.

Q.19 The Powerpoint presentation is included as part of Addendum 1. Page 59 of the Powerpoint includes a "Reminder: Proposals are due June 7th at 2pm". Please confirm.

A.19 **Proposals are due on April 26<sup>th</sup>, 2:00 p.m.**

**Interviews will be held June 7, 2016 for short-listed firms.**

Q.20 Will OCTA provide a specific design criteria for all disciplines? And will an operational document be made available as part of the design submission and constructability review

A.20 Yes. Design Criteria and system operations documents will be made available as part of the design submission and constructability review.

Q.21 Does the CM Safety Specialist described in Exhibit A (page 33 of 35) = the HSE Representative described in Exhibit G, section 1.5?

A.21 Yes.

Q.22 Addendum 1, dated April 8, had a PDF of the pre-proposal meeting. On Page 78 of the PDF it states that the proposal is due June 7. I am just confirming that the correct due date.

A.22 See response to question No. 19.



# **RAIL PROGRAMS DEPARTMENT CONSTRUCTION MANAGEMENT PROCEDURES**

**FINAL DRAFT**

MAY 2015  
*(Revised Sept. 30, 2015)*

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## 1 Roles and Responsibilities

The Construction Management Team (CM), as an agent for the Orange County Transportation Authority (OCTA), manages all aspects of the construction contract. The CM will be the authorized representative between the Contractor and OCTA for construction-related activities. OCTA will assign a Project Manager and a Construction Program Management support team for each project, who will be responsible for the overall execution of the project. The CM will directly communicate with OCTA for direction and/or approval, when needed, and will be responsible for fulfilling the necessary roles to administer the construction contract. This section outlines the general roles needed. It is expected that the CM will provide and maintain an organization chart of staff working on the project, along with a staffing hour matrix for OCTA's review and acceptance.

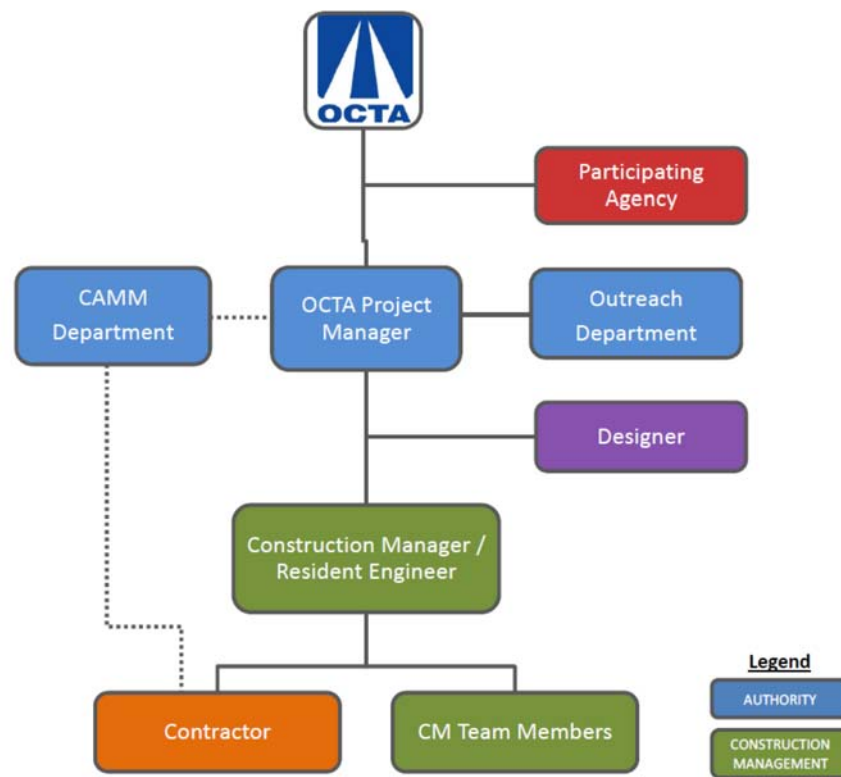


Figure 1.1. Typical Construction Management Team Organization for Rail Projects

### 1.1 Construction Manager

The Construction Manager is in charge of the construction management team and serves as the liaison between the construction management team and the OCTA Project Manager. Not all projects will require a Construction Manager, and in those cases, the Resident Engineer will assume the role and responsibilities of the Construction Manager. The Construction Manager is responsible for the following:

1. Ensuring Resident Engineer has sufficient resources for the project.
2. Directing the preparation of the Project Management Plan for the Construction Management Team.

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3. Directing the preparation of the Construction Management Plan including construction observation plan and procedures.
4. Reviewing project progress reports prior to submittal to OCTA Project Manager.
5. Administering Construction Management Team's professional services agreement with OCTA.
6. Providing guidance and participates in all construction management activities, including, but not limited to, change order evaluation, non-conformance reports, schedule issues, and claims review.

### 1.2 Resident Engineer

The Resident Engineer serves as OCTA's direct contact with the Contractor and all field personnel. The terms "Resident Engineer" and "Engineer" are used throughout the Contract Documents and are defined in the General Conditions as the "authorized representative of OCTA." The Resident Engineer will act as OCTA's authorized representative in matters related to the construction phase of the project. In this role, the Resident Engineer will administer the construction contract between OCTA and the Contractor, including any other related procurement contract for equipment or material purchases between OCTA and vendors, or for services between OCTA and service providers for work incorporated into the project. For each project, the Resident Engineer is responsible for the following:

1. Performing quality assurance (QA) inspections to achieve compliance with the Contract Documents, plans, and specifications on all phases of construction such as paving, structures, grading, drainage, sewer, water, utility relocation, electrical installation, sign installation, and landscaping items.
2. Preparing Weekly and Monthly Project Progress Reports for delivery to OCTA.
3. Performing quantity calculations, preparing Q-sheets, or reviewing Q-sheets prepared by others for progress pay estimates.
4. Confirm the project documentation is being maintained in accordance with Construction Management Plan.
5. Managing submittals, Requests for Information, Change Requests, Change Directives, and non-compliance actions.
6. Reviewing construction documentation daily, including daily reports, test results, and photo documentation to confirm that it adequately describes work performed by Contractor.
7. Monitoring Contractor compliance with stormwater and water quality permits.
8. Performing design for minor changes or coordinating design revisions with the Design Engineer. All design revisions shall be approved by the Design Engineer.
9. Preparing Independent Cost Estimates for Contract change orders.
10. Performing analytical calculations for items such as basic earthwork and grading, and redesigning facilities to fit existing field conditions. Design revisions shall be reviewed and approved by the Design Engineer.
11. Maintaining continuous communication with OCTA's Project Manager and staff, the Design Engineer's staff, field personnel, public outreach personnel, and project neighbors to resolve community project challenges and advise them of work conditions affecting the neighborhood.

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12. Verifying implementation of and enforcing the quality control (QC) inspection and material testing requirements as required in accordance with the Contract Documents and the Contractor Quality Control Program (CQCP).
13. Developing and maintaining tracking logs on a daily basis indicating the current status of all action items including Requests for Information (RFIs), change proposals, change orders, change directives, submittals, non-complaint QC tests, non-compliant or defective work, and other processes, as necessary, in a format acceptable to OCTA.
14. Tracking and report performance of the CM staff personnel.
15. Performing constructability reviews of the plans.
16. Attending appropriate meetings.
17. Performing site visit inspections.
18. Serving as a project liaison between the construction Contractors and other parties involved in or affected by the construction.
19. Reporting on construction safety issues.
20. Reviewing change orders, supplemental agreements, and force account agreements.
21. Reviewing pay applications submitted by the Contractor and pay estimates compiled by the CM staff.
22. Providing recommendations for resolution of conflicts.
23. Acting as the lead for all project close-out tasks such as punch lists, final inspections, and project acceptance.
24. Recommending, preparing, and issuing the documents indicating Final Acceptance of the project.

### 1.3 Safety Officer

OCTA, the CM Team, and the Contractor have health and safety responsibilities on construction projects. OCTA's Health, Safety, and Environmental Compliance (HSEC) Department is responsible for ensuring OCTA's operations are compliant with applicable health, safety and environmental standards, codes, and regulations. The HSEC Department will support the OCTA Project Manager with accident and incident investigations that occur during construction and regulatory agency relations. Each project shall have an assigned Safety Officer from the HSEC Department.

The CM Team's Safety Officer will be responsible for developing the Project Safety Plan (PSP) for the CM Team, reviewing the Contractor's Injury and Illness Prevention Program (CIIPP) and associated activity hazard analysis, developing and performing site orientation and any other safety training of CM field staff, periodic monitoring of the project site, and reporting. The Safety Officer's qualifications and resume shall be presented to OCTA for review and acceptance, along with the PSP.

The CM Safety Officer shall have a minimum of five years of heavy construction experience in administering safety programs on heavy construction job sites, the last two of which have been administering safety in the construction discipline for which the firm is contracting with OCTA. The Safety Officer shall be a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP), Certified Construction Health and Safety Technician (CHST), or similar professional standing. The Safety Officer shall

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have current OSHA 10-hour and 30-hour certifications.

The CM Team's Safety Officer shall set up, carry forward, and aggressively and effectively maintain the PSP covering the CM Team's involvement in all phases of the project. It is expected that the CM Team's Safety Officer will make periodic trips to the project site to audit the Contractor's compliance with the safety program, prepare audit reports, and if necessary, issue safety violation notices. The CM shall confirm that at least one Contractor employee, with authority, is on duty during working hours to immediately act in emergency situations affecting the safety of persons or property, or in the event of a violation of any federal, state, local, or OCTA safety and health law or regulation arising from the work. If the Contractor fails to take appropriate action if a safety incident occurs, the CM, at its discretion, may immediately take whatever action it deems necessary, including, but not limited to, suspending the work as provided in the Contract Documents.

If at any time the CM wishes to replace its Safety Officer, the CM must provide written notice to OCTA 30 days prior to change of personnel. The notice shall include the qualifications and resume of the proposed replacement. The Safety Officer shall not be replaced until a suitable replacement is approved by OCTA.

The Contractor has full responsibility for safety on the project site and shall prepare a CIIPP that is site and task specific in accordance with the Contract Documents. Contractor, subcontractors, and suppliers have the obligation to comply with OCTA's HSEC Department's requirements, as well as all federal, state, and local regulations pertaining to safety requirements. Contractor is responsible for overseeing compliance of the CM Team and subcontractors on the project site. The CM Team and OCTA's Safety Officer shall be familiar with the Contractor's site specific CIIPP.

## 1.4 Field Inspector

Project Field Inspectors assigned to each project will act under the direction of the Resident Engineer, and will assume the following functional responsibilities, and possess experience in all of these areas:

1. Perform QA inspections to achieve compliance with Contract plans and specifications on all phases of construction.
2. Perform and assist in performing QA checking of grade and alignment, monitoring construction traffic control, and observing materials sampling and testing.
3. Observe and report/document on the results of a variety of field QC tests such as relative compaction, concrete slump tests, concrete cylinders, special inspections, and other required field tests performed by the Contractor's independent third-party testing laboratory and inspectors to ensure compliance with the construction Contract requirements. Conduct oversight of QA testing when performed by independent QA testers.
4. Perform quantity calculations and measurement for progress pay estimates, and keep daily project records of work being performed by the Contractor.
5. Perform calculations and measurement of basic earthwork, grading, and all construction components that are paid for by unit prices.
6. Maintain continuous communication with the Resident Engineer and other field personnel and staff.
7. Maintain an awareness of safety and health requirements, and notify the appropriate party for correction of any observed violations of applicable regulations and Contract provisions for the protection of the public and project personnel.

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8. Prepare calculations, records, reports, and daily inspection reports and correspondence related to project activities.
9. Assist in the preparation of As-Built Plans and other documents as required by the Resident Engineer.
10. Assist the Resident Engineer with quantity measurements and calculations for progress pay estimates; document the Contractor's work performance and project events, keeping records of extra work performance; implement minor changes in the work; implement revisions to the plans and specifications; and develop estimates for Contract change orders.
11. Assist in preparing force account extra work reports and potential claim reports, and be available for any change order and claim settlement meetings.
12. Prepare/write /issue Non-compliance Reports (NCRs) and assist in the remediation necessary for closure of NCRs.
13. Assist the Resident Engineer in project close out tasks such as punch lists, final inspections, and project acceptance tasks.

### 1.5 Materials Sampler/Tester

Each CM will be required to use certified material samplers, testers, and testing laboratories that meet the qualifications and requirements as specified in the Contract Documents. These services will be performed under the direction of the Resident Engineer who will assume the following functional responsibilities and shall possess experience in such areas as follows:

1. Sample and perform tests in the field or at material sources as required by the Contract Documents and as requested by the Resident Engineer.
2. Perform and document a variety of field QA tests such as relative compaction, soils tests, concrete slump tests, and concrete cylinders, as well as tests needed for checking other required field tests performed by the Contractor's independent third-party testing laboratory testers and samplers to ensure compliance with the Contract requirements.
3. Prepare calculations, records, reports, daily inspection reports, and correspondence related to project activities.
4. Transport samples for testing to the laboratory, if required.
5. Ensure that the independent testing laboratory hired by the CM is providing independent testing, sampling, and special inspection staff on an as-needed basis.
6. Perform source inspection, sampling, and testing on an as-needed basis.
7. Transport samples for testing to the laboratory, as required.
8. Perform laboratory testing of test samples as required, when sampled.
9. Provide test results in writing to the Resident Engineer within seven days of the test performed. These reports will clearly indicate whether the construction or materials meet the Contract requirements or fail to meet the Contract requirements. The Resident Engineer should require the independent testing laboratory to provide raw data test results as soon as they are available for use on the project. The final signed report should follow within seven days of the final test being performed (e.g., the final samples of a concrete test sample set).

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10. Provide technical assistance as requested by the Resident Engineer.

## 1.6 Project Controls

Each project will require staff that can assist with project controls. Such individual will act under the direction of the Resident Engineer, will assume the following functional responsibilities, and shall possess experience in such areas as follows:

1. Review all schedules of all types submitted by the Contractor in accordance with the Contract requirements, conduct analyses and assessments of those schedules, and provide written comments.
2. Independently estimate the progress and status of the work as of the data date of each schedule update (on or about the day of the data date) and use that information to review the Contractor's submitted schedule update.
3. Provide advice and opinions to the Resident Engineer and OCTA regarding the Contractor's schedules, schedule updates, and the progress of the Contractor's work.
4. Evaluate all Contractor time extension requests and provide a written opinion as to the validity of the request, consistent with the requirements of the Special and General Conditions.
5. Generate special schedules and customized schedule reports using the Primavera Project Management scheduling software, for use by the Resident Engineer and OCTA.

## 1.7 Administrative Aide

The Administrative Aide will act under the direction of the Resident Engineer, will assume the following functional responsibilities, and shall possess experience in all of these areas. The Administrative Aide will also act as the Document Control Lead for the project.

1. Manage the flow of correspondence and all other project documentation required to be managed by the CM.
2. Assist the CM staff by performing administrative tasks, as instructed.
3. Log the issuance or receipt, and the disposition and processing steps, of all documents such as RFIs, Value Engineering Cost Proposals (VECP), change order requests, submittals, change directives, change orders, deficiency notices, and other documents that are required to be tracked until accepted, approved, or resolved.
4. Ensure that all paper and electronic copies of documentation and records are being maintained and properly stored for easy retrieval at all times in accordance with OCTA's Document Control System (DCS).
5. Monitor the creation of documentation and reports required of the CM staff, notify the Resident Engineer of any deficiencies, and endeavor to resolve those documentation issues and fill any gaps.
6. Assist OCTA, Resident Engineer, Inspectors, and other project participants in accessing and obtaining project documentation.
7. Ensure that periodic back-up of electronic files is performed in accordance with OCTA's DCS.

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### 1.8 Surveying Services

Construction projects may require the CM Team to provide quality assurance surveying. The Contract Documents may require that the Contractor provide construction surveying. CM shall review the Contract Documents to confirm the required amount of surveying to be performed by the CM Team and the Contractor.

During the constructability review, the CM should note if the project plans identify SCRRA, City, or County benchmarks and records of survey within the project site.

Unless otherwise specified in the Contract Documents, the Contractor is required to perform all surveying and grade checking tasks necessary to accomplish the work. The Contractor or CM will have the obligation to provide control points and benchmarks as indicated on the plans and described by the specifications. The Contract Documents shall clearly state these responsibilities. The CM will provide surveying and engineering services by a licensed surveyor or registered engineer necessary to establish and place those control points and benchmarks. There may be a need for the CM to perform surveying checks of the Contractor's work as deemed necessary and appropriate to ensure the Contractor's compliance with the Contract. Special surveying and engineering calculations may be required to investigate potential non-compliant work, and to measure unit price pay item quantities, as required by the Resident Engineer. The Resident Engineer will use **Form-CM105, Request for Survey**, for all survey services required by the CM. These services are to be tracked on a Survey Request Log in order to record all survey work performed.

Figure 1.2. Request for Survey Form

Each surveyor team shall have an assigned surveying manager. The CM's Surveying Manager will act under the direction of the Resident Engineer, will assume the following functional responsibilities, and shall possess experience in all of these areas.

1. Perform survey services for all stages of construction that are described in the Contract Documents as required to be performed by OCTA.
2. Administer day-to-day activities of the surveying tasks.
3. Perform analytical survey calculations for items such as grading, horizontal and vertical control, right-of-way, and minor in-field design.
4. Maintain continuous communications with the Resident Engineer, field personnel, and construction administration staff when on site.
5. Have the appropriate safety training for survey field operations and be trained in the principles of traffic control.

At the completion of the construction, CM shall confirm that all benchmarks and survey monuments identified on the plans have been protected in place or replaced if damaged by the Contractor.



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## 2 Meetings

### 2.1 Orientation Meeting

OCTA will schedule an orientation meeting with the CM staff to discuss specific topics of these procedures, processes, and expectations from the CM. This orientation will be coordinated with the various elements of OCTA's procedures so that overall consistency can be achieved for construction management. A demonstration and explanation will be reviewed with each CM in order to familiarize the CM with the DCS system including entry, reporting and the use of various forms.

### 2.2 Pre-Bid Meeting

A pre-bid meeting is necessary to familiarize the bidding contractors and project personnel with the scope of the Contract and the job site. The meeting allows an opportunity to emphasize unique aspects of the job. At the pre-bid meeting, the bidding contractors and project personnel can ask questions and seek verification of complicated or unclear designs and procedures.

The CM is requested to attend the pre-bid meeting for each construction Contract with the prospective bidders and Authority representatives. OCTA Contracts Administration and Materials Management (CAMM) department will schedule, conduct, and document the meetings. The CM shall meet with OCTA's Project Manager in advance of the meeting to become familiar with any issues or questions that may arise, along with the protocol of communications during the meeting.

### 2.3 Pre-Construction Meeting

After the Contract has been awarded and before a Notice to Proceed (NTP) has been issued, the CM will hold a Pre-Construction meeting. Prior to this meeting, the CM should send an introduction letter to the Contractor to remind them of things that they need to start preparing and discuss at the pre-construction meeting. The meeting will include the following attendees:

- Contractors and major subcontractors
- CM team
- Authority staff, Program Manager, Project Manager, Safety Manager, Public Outreach, and others as designated by the Project Manager
- Utility companies
- Any impacted agencies
- Material testing firms
- Design Engineer
- Surveyor (as required)

The CM will issue a written notice and an agenda to potential attendees at least one week in advance of the meeting.

The CM and OCTA's representatives should visit the project site and carefully review the plans and specifications before the Pre-Construction Meeting.

For each construction contract, the Contractor is generally required to provide several items prior to the Pre-Construction Meeting. CM should review the Contract Documents to determine appropriate penalties, if applicable, to encourage the Contractor to submit these items before the pre-construction

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meeting. The items that will require discussions at the pre-construction meeting include the following:

- Site specific health and safety plan
- A list of subcontractors and contacts with telephone numbers
- Contractor Quality Control Plan (as required)
- Work Plan and baseline schedule
- List of shop drawings and submittals and a schedule for presenting them

Each CM should check the Contract Documents for the project requirements prior to the meeting to identify critical pre-construction discussion items.

### 2.3.1 Meeting Agenda

The Resident Engineer shall prepare and distribute a pre-construction meeting agenda to the Contractor, OCTA, and all project stakeholders. At a minimum, meeting agenda should include the topics contained in the following sections:

#### 2.3.2 Introduction

1. Each pre-construction meeting should be initiated with introductions of attendees. This will help identify the key personnel involved with the project.
2. Each pre-construction meeting introduction should include a meeting purpose. This meeting is intended to address major project issues. For many attendees, this will be the first opportunity to identify the requirements of the project. Many of the items covered in this meeting will continue to be topics in the weekly meetings, with increasing detail, as the project proceeds.
3. The pre-construction meeting will also include a review of the project. This review shall include staging, major milestones, working days, start and finish dates for the project, and key Contract requirements. Other key elements for discussion include limited NTP, construction NTP, and liquid damage clauses in the Contract.

#### 2.3.3 Project Site

Project site discussions should include the following:

1. Locations available for the Contractor's storage and workspace will be identified. Emphasis will be placed on keeping the job site clear and orderly. The Contractor will be responsible for keeping construction debris, materials, equipment, and Contractor employee litter "cleaned up" on a continuous basis. Appropriate waste containers, dumpsters, etc., will be required for waste material.
2. The site rules and regulations for site security will be discussed as outlined in the specifications.
3. Coordination protocol with adjacent property owners will also be discussed.

#### 2.3.4 Lines of Communication

The organizational chart will be described as follows:

1. Key personnel involved with the project.
2. A list of representatives for all parties including name, address, and telephone number of each of key contact personnel for each stakeholder. Each of the following stakeholders will provide

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a contact list:

- OCTA
- Construction Management Team
- Contractors
- Subcontractors
- Design Engineer
- Utility Companies
- Law Enforcement
- Railroad Agencies
- Local City/County Agencies
- Other agencies as needed

It will be the responsibility of the CM to maintain this list and publish updates to all parties, as necessary. This information will also be included in the Communication Plan in the Project Management Plan.

### 2.3.5 Procedures

At a minimum, the following procedures will be discussed at the meeting:

1. Procedures for fundamental project administration elements including quality assurance and survey.
2. Procedures for Shop drawing and working drawing reviews as required by the Contract Documents.
3. Procedures for change orders and change order supplements.
4. A description of claims and dispute resolution as detailed in the specifications.
5. A description of the methods of payment including partial payments and payment for materials on hand.

### 2.3.6 Contractor's Work Plan

At a minimum, the following Contractor work plan elements will be discussed:

1. Project Schedule

The project schedule will be discussed. It will identify the start date, completion date, and major phases of the job, and will contain a Critical Path Method (CPM) Schedule. The Contractor is required to have a CPM Schedule showing required construction activities prepared for presentation at the Pre-Construction Meeting in accordance with the Contract Documents.

2. Contractor Quality Control Plan Discussion

The Contractor Quality Control Plan (CQCP) will comply with the Contract Documents. It is expected that the Contractor will present the organization and general approach to the CQCP that will be submitted for review. It is important to understand the organization of the quality personnel, as well as the approach for compliance with the Contract Documents.

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### 3. Haul Plan Discussions

Most Contracts that require grading and drainage work will require the Contractor to submit a Haul Plan. The plan will identify the Contractor's route for hauling material, traffic control items, and a contact person. In areas where the haul routes involve existing roadways, the Haul Plan will comply with the Specifications and the *Manual on Uniform Traffic Control Devices*.

#### 2.3.7 Utilities

At a minimum, the following elements will be discussed:

1. Utilities relocated or constructed prior to the start of construction by others.
2. The status of the remaining utility relocations will be identified. The utility status will be discussed as:
  - Under construction by others, including the completion date, or
  - Construction or relocation not started by others, including the planned start and completion date
  - Construction or relocation by the Contractor, including the planned start and completion date
3. This information will aid the Contractor in identifying the areas where the utility relocations may be in conflict with the construction sequence. Identifying the status of the utilities will help avoid possible conflicts with the schedule.
4. The Contractor has a minimum of two responsibilities regarding the utilities:
  - Do not damage existing or relocated utilities, or
  - Do not interfere/interrupt the utility relocation progress

#### 2.3.8 Environmental

1. The Environmental and Archeological Clearances identified in the Final Environmental Impact Report and the Mitigation Monitoring and Reporting Program will be reviewed as applicable.
2. The Storm Water Pollution Prevention Program (SWPPP) will be reviewed if prepared by the Contractor. If the project specific requirements are contained in the Contract Documents, the requirements will be reviewed during the meeting. The Contractor is required to submit a schedule for accomplishing temporary erosion control, temporary sediment control, and permanent erosion control in compliance with the Contract Documents. Each of the plans will coordinate with the Work Plan. The Contractor is responsible for the controls working adequately. If the Resident Engineer believes the controls are not adequate, the Contractor will be informed of the situation.

#### 2.3.9 Safety

1. The Contractor shall present its CIIPP at the Pre-Construction Meeting. If the Contractor fails to provide an approved CIIPP before the pre-construction meeting, the CM shall apply the appropriate withholding of payments specified in the Contract Documents. Contractor shall be informed that permission to enter the work site will not be granted by the CM until an approved CIIPP, including approved health and safety plan, is submitted. A list of goals for the safety program should be included, and if not, it should be requested by the Resident Engineer. The following questions

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will be asked for discussion:

- Who are the personnel assigned to the safety program?
  - Does the Contractor train employees to recognize and avoid unsafe conditions and practices?
  - Are weekly and monthly safety meetings held to train employees?
  - Does the Contractor's management support the program?
2. The Contractor will stay current on governmental, state, and federal safety regulations and standards.
  3. The Contractor will be responsible for the subcontractors' compliance with the safety standards.
  4. Traffic Management and Control

### 2.3.10 Labor Compliance

OCTA will enforce labor compliance regulations as mandated by the California Department of Industrial Relations regarding labor wage rate standards, reporting requirements, apprentice utilization, bulletin board requirements, and the non-compliance sanctions that can be levied per the Contract Documents. The State also has an active role in reviewing labor compliance documents for projects with State funding.

### 2.3.11 Partnering

Partnering issues will be discussed in accordance with the contract terms. A tentative partnering session may be scheduled at this time.

### 2.3.12 Public Relations

Public Outreach strategies should be identified as a part of the pre-construction conference including discussions on the following:

1. OCTA will notify the public of the construction activities with support and assistance from the Contractor and the CM.
2. Field personnel may come into contact with the public on a regular basis. Field personnel will refrain from stating opinions related or unrelated to the project with the public.
3. The Engineer and Contractor must provide a written account to OCTA of any interaction with the public in regard to comments or concerns raised, so that OCTA can respond appropriately.
4. All requests for information from representatives of the various news media will be referred to OCTA.
5. In the event of an accident, no public statement will be made. All releases will come from OCTA.

### 2.3.13 Submittals

The CM shall discuss the submittal list and schedule submitted by the Contractor, and discuss any submittal priority necessary for construction activity prior to NTP. The submittal of the schedule of values prepared by the Contractor shall also be discussed. If the Contractor fails to submit these documents prior to the pre-

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construction meeting, the CM shall apply the appropriate withholding of payments to the Contractor in accordance with the Contract Documents.

### 2.3.14 Other Issues

Other topics not covered or identified in this procedure that are critical to the project provisions should be highlighted as part of the pre-construction meeting. An example of this may be requirements for Schedule of Values to be submitted by the contractor.

The CM will prepare the minutes for each Pre-Construction Meeting. All attendees will be provided minutes, with an opportunity to respond with corrections no later than one week from the date of receipt of the minutes. The CM will reconcile and incorporate comments, issue the final meeting minutes to all of the attendees, and file accordingly.

## 2.4 Weekly Progress Meeting

The CM is responsible for conducting weekly meetings that will have an agreed routine time, day of the week, and location. It is expected that the Contractor, key subcontractors, CM personnel, OCTA representatives, and any other affected agencies need to be invited. There will be a standard agenda that maintains old and new business for all related activities until those items are closed. It is important that the history and decisions are documented and maintained on meeting minute forms.

A template agenda item list has been generated for consistency among the various projects as follows:

- A. ANNOUNCEMENTS
- B. SAFETY REPORTS AND INCIDENTS
- C. SCHEDULE  
Brief status on Schedule submittal then review Contractor 3-week look ahead
- D. SUBMITTALS  
The CM13 Open Submittal log as well as Rejected Log should be attached and reviewed
- E. REQUESTS FOR INFORMATION  
The CM13 RFI Open log should be attached and reviewed
- F. QUALITY CONTROL AND ASSURANCE  
The NCR log should be attached and reviewed by Contractor
- G. CHANGE MANAGEMENT  
The CM13 Change Document log, review as see necessary
- H. RAILROAD COORDINATION
- I. UTILITY COORDINATION
- J. TRAFFIC COORDINATION
- K. PUBLIC RELATIONS
- L. OTHER ITEMS

When an item is discussed in a particular category then it will be added in the meeting minutes using a consistent numbering. For example, H1201 BNSF Flagger unavailable for week. The H1201 consists of Category H from the Agenda and is weekly meeting 12 and item 01 from that category and meeting.

The Contractor shall be required to provide a three-week look-ahead schedule for review at this meeting. This schedule shall be time-scaled, reference Contract items of work, and contain the actual progress from the prior week. This schedule shall be in electronic format and shall be provided at least 24 hours in advance for review by the CM. Handwritten schedules will not be acceptable.

With respect to coordination and problem resolution, the activities that affect the critical path work

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tasks, near-critical path work tasks, or project duration will be given priority. Quick reviews of the weekly estimates of pay items need to be performed to verify agreement between the Contractor and the Engineer. If a conflict occurs between estimates, another meeting addressing the estimates will be established to further address the issue. Minutes of the weekly meeting will be prepared by the CM and distributed with all referenced attachments to the attendees and other parties on the standard distribution list within two business days of the meeting.

### 2.5 Miscellaneous Meetings

There will be occasions where other specific meetings are required such as adjacent project coordination, progress payment quantities, conflicts, quality standards, schedules, performance observations, and change order negotiations. In the event that these meetings are necessary, the CM will prepare an agenda as well as document the meeting by distributing minutes within two business days of the meeting.

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### 3 Public Relations

In any community, information concerning project improvements is of interest to the public. The CM is responsible for assisting OCTA with public relations activities when requested. This includes providing relevant project information and attending internal and public meetings, as necessary. From the standpoint of good public relations, it is important that information pertaining to the project be made available as soon as possible, and that it is both accurate and complete.

Field personnel are in daily contact with, and under the critical eyes of, the public. It is essential that all field personnel strive to conduct themselves in a manner that will command respect and confidence. Field personnel will refrain from stating opinions on local issues that have no connection with the project. Questions directed to field personnel shall be referred to the CM for answer or further referral. The CM shall observe and work with the Contractor to ensure that the same conduct is carried through with all Contractor and subcontractor personnel.

The development of good public relations can eliminate many public complaints. Complaints regarding construction should always be promptly addressed. All reasonable effort will be made to arrange a satisfactory settlement in a tactful and considerate manner. All community related questions and complaints will be noted in writing by whoever was contacted, and will be provided to the CM to resolve. Field personnel should strive to listen to complaints, not provide a response, but indicate someone will follow up with them and politely note information so that the CM can follow up. The CM shall log complaints and regularly communicate these issues with OCTA. It is important that the CM work with the Contractor to address construction complaints as well as assure that the Contractor is respectfully responding when directly addressed by the public. The Contractor should provide any complaints, remarks, or issues related to dealings with the public in writing.

The CM will ensure that adequate notice is provided to area residents and the traveling public through the appropriate channels for traffic detours, closures, and any special construction activities. The CM shall keep OCTA's public relations department aware of construction activities in the event they are notified directly. OCTA, the CM, and the entire team shall be consistent when providing a response to the public; therefore, common coordination is required.

No copies, sketches, computer graphics, or graphs, including graphic artwork, will be released by the CM or Contractor to any other person or agency, except after prior written approval by OCTA, and except as necessary for the performance of services under the Contract Documents.

The CM shall not use OCTA's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar, Web site, or other medium, without the express written consent of OCTA.

All requests for information from representatives of the various news media shall be referred to OCTA's public relations department. In the event of an accident, no public statement will be made by the CM. All releases will come from OCTA.



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## 4 Adjacent Property Owners

To maintain good public relations, all adjacent property owners will be treated respectfully and fairly. Each CM should closely monitor all impacts to surrounding properties. If any private property damage is observed, the contractor should be directed to make appropriate repairs immediately. In addition, the CM will need to be familiar with all right-of-way constraints and agreements for access rights, durations of need, notification periods, and any other elements regarding access to adjacent property owners. The CM shall notify OCTA immediately if an issue arises that are not addressed by the contract or that have the potential to negatively affect a property owner including blocking of property access.

### 4.1 Third Party Complaint Process

The CM will need to contact and work with OCTA Community Relations Specialist and Risk Management Department related to all third party claims and incidents. The following are general steps that are followed when a Third Party complaint has been raised to the project.

1. Complainant identified to Contractor or CM. The CM should contact the OCTA Community Relations Specialist for the relevant project and transfer the information.
2. The Community Relations Specialist will attempt to make contact with the complainant and schedule a meeting to review the alleged damage or issues as necessary. The CM and Contractor may be requested to attend the meeting.
3. OCTA Risk Management Department will send out a letter and corresponding form (Form CM-126) to the complainant. This form would need to be completed by the private party and will be submitted to the Contractor for processing. The CM should request a copy of this form when received by the Contractor and forward to OCTA.
4. OCTA Risk Management Department will follow up on a regular basis with the Contractor insurance company on status of the claim.

It will be important for the Contractor to maintain a status listing of the third party claims such that it can be reviewed at the weekly progress meetings as necessary.

## 5 Adjacent Projects

The CM will be cognizant of construction activities on other projects that are adjacent to the project, and will record the type of construction and the company performing the work in the daily, weekly, and/or monthly reports. It is important that the CM understand the scope of the adjacent project and the potential effects on the schedule and activities of the project. It is expected that the CM will monitor progress and have regular coordination meetings. The CM may invite representatives from the adjacent projects to the weekly meeting or conduct separate discussions in order to maintain adequate cooperation between projects.

## 6 Partnering

OCTA recommends the use of partnering and will use partnering techniques on most large scale Contracts. Partnering is a non-contractual agreement between parties to cooperate and expedite processes that the project and each party benefits from. The primary reason for partnering is to achieve an advantage in performance by reducing costs, improving quality, and achieving scheduled performance. The three key elements of any successful partnering relationship are trust, long-term commitment, and a shared vision. Although partnering is not to be construed as a legal “partnership,” by focusing on these key elements, disputes or barriers can be overcome and agreed upon without destroying the partnership. If a dispute does arise, the partnering team will work to resolve the issue as soon as possible. The longer a dispute goes without action, the greater the opportunity for costly claims. OCTA will typically sponsor partnering sessions with an equal share of the costs being borne by the Contractor, and it is expected that the CM, along with other key project participants, will attend all partnering meetings. The CM will prepare a Contract Change Order (CCO) to reimburse the Contractor for OCTA’s share of the partnering facilitator and venue cost in accordance with Contract provisions. Alternatively, an allowance may be provided in the bid form for the contractor’s share of partnering costs.



## 8 Utility Coordination

Utility relocations are commonly required for most projects. Utility relocations can be accomplished prior to the construction contract by others, during the construction contract by others, or during the construction contract by the Contractor. Coordination between the utility companies and the contractors will be critical to finishing each project on schedule. The CM will take the lead in coordination of utility relocations being performed by utility companies. It is recommended that regular coordination meetings are held to discuss the schedule, coordination with construction activities, access, and traffic control. The CM shall review the Contract Documents, utility agreements, and utility relocation plans, and develop a matrix that includes critical delivery constraints for all utilities.

The CM shall review and confirm that utility relocations being performed by each respective utility company meets applicable permit requirements and confirm through check surveys that the horizontal and vertical location of the utility is in accordance with the requirements of the utility agreement and the construction contract drawings.

### 8.1 Utility Coordination Meetings

The Contractor is responsible for coordination of the Contract work with all affected utility companies. This includes cooperation with utility personnel, utility contractors, and providing access to the work site. Locating existing utilities shall be carried out by calling dig alert, Dig Safely 811, and by contacting the railroad for signal/communications facilities locating, as a minimum. It is expected that there will be utility coordination meetings to document and discuss affected work elements of the relocations and schedule impacts. The Contractor is responsible for documenting coordination, which also includes preparation and distribution of all meeting minutes to the respective utility companies and the CM. Each CM must closely manage the utility relocation process to ensure that relocations are tracking in accordance with project schedules.

The CM shall ensure that the Contractor's meeting minutes are an accurate representation of the discussions during the meeting and that the meeting minutes are prepared and distributed promptly by the Contractor. If the Contractor fails in this regard, the CM will be expected to prepare the meeting minutes and promptly distribute them to the attendees.

## 9 Progress Reporting

### 9.1 Daily and Weekly Progress

The CM shall prepare daily inspection reports and weekly progress reports during the construction phase that provide a summary of major activities. It is expected that the weekly report will be in the form of an email to OCTA that is sent by Noon of the following Monday or as otherwise directed by OCTA. A hard copy and an electronic copy will be filed in the DCS in accordance with the document control procedures. The daily and weekly reports will be filed in accordance with the project file breakdown structure. The topics included in the daily and weekly reports, along with content, will be discussed and agreed to with OCTA at the beginning of the project, and are subject to change as the project progresses.

### 9.2 Monthly Progress

The CM will prepare project status reports during the construction phase in a format acceptable to OCTA on a monthly basis, describing the status of the project. The data date of the report shall be the last day of the month, or other date acceptable to OCTA. The format and distribution of the report will be reviewed with the OCTA and agreed upon at the beginning of the project, but is subject to change as the project progresses. This report shall be developed and distributed to key project stakeholders each month within seven calendar days after the data date of the report.

Information contained in the report shall include, but is not limited to:

1. Project summary and work accomplished in the period.
2. Project schedule status – compare actual progress to objectives, including a summary-level bar chart showing previous update targets and current schedule updates, critical path activities, and impacts.
3. Description of the Contractor work activities planned to be performed next month.
4. Status of all submittals, RFIs, change orders, and claims in process, including copies of tracking logs.
5. A description of any new Contractor notices of claim.
6. A project budget status and estimate of probable cost. Clearly indicate whenever an estimated cost will exceed the budget, along with a recommendation of the corrective action.
7. Identification of risks to the project.
8. Any Contractor performance problems.

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### 10 Schedule Reviews

#### 10.1 Compliance Matrix

The CM shall develop a matrix that outlines the contractual obligations of the Contract Documents so that the Contractor's baseline schedule can be reviewed for the appropriate milestones and notifications. The matrix can also be used so that a monthly report on status can be produced. This matrix will be used throughout the project to update status and ultimately confirm the date of the completion of such Contract obligations. The CM shall develop a format acceptable to OCTA, and should include items such as:

- Unique Item Number
- Description
- Contract Document
- Due Date
- Reminder Date
- Forecast Complete Date
- Completion Date
- Status Remarks
- Responsible Party

Contract milestones are contained in the Rail Program standard construction contract, General Provisions, and technical specifications. A summary of the actions required on the part of OCTA, the CM Team, and the Contractor are shown in Table 10.1. Actions and milestones that are not included in this table that may be required for effective construction management should be included in the contract documents by the Design Engineer. Also, milestones should be included in the Contract Documents for actions that do not have a required milestone in the standard form of the documents.

| <b>Table 10.1. Submittal Milestones in Rail Program Standard Construction Contract, General Provisions, and Technical Specifications</b> |                                       |                               |
|--|---------------------------------------|-------------------------------|
| <i>Submittal or Action</i>   | <i>Milestone Date</i>                 | <i>Contract Provision</i>     |
| Signed contract, insurance and bonds   | 15 days after NOA                     | IFB, Section S                |
| NTP by OCTA  | 15 days after receipt of contract     | Agreement, Article 5          |
| Schedule of Values   | 15 days after NTP                     | General Provision Section A   |
| Baseline Schedule  | 15 days after NTP                     | Technical Specification 2.1-6 |
| Hold Pre-construction Meeting  | 15 days after NTP                     | Technical Specification 2.1-8 |
| Field Overhead Breakdown   | 30 days after NTP                     | General Provision Section G   |
| CIIPP  | Unspecified date prior to field start | Technical Specification 21-12 |
| Schedule of Submittals   | No milestone specified                | Technical Specification 2.1-7 |
| Contractor to provide field start date   | 3 days prior to field start           | Agreement Article 4           |
| Baseline Schedule  | 5 days after field start              | Agreement Article 4           |

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The Contractor is required to develop a baseline schedule in a CPM format that is acceptable to the CM at the start of the project. The Contract Documents require the Contractor to submit an approved schedule prior to the pre-construction meeting. If the Contractor fails to submit an approved schedule, the Contract Documents allow the CM to apply appropriate withholding of payments until an approved schedule is submitted.

The Contractor shall maintain a construction schedule in a CPM format identifying the activities and critical events involved in the performance of the project. These requirements are specified in detail in the Contract Documents. The CM will perform a detailed written review and analysis of each schedule submission by the Contractor in a timely manner, so that any discrepancies can be resolved. The CM is responsible for the acceptance or rejection determination consistent with the requirements of the Contract Documents. A monthly meeting should be coordinated with the Contractor to review and agree upon the progress of the schedule activities for the current period. This meeting should be at a consistent time and day of the month agreed to with the Contractor. The CM shall separately document this meeting and provide meeting minutes within three days to the Contractor and OCTA.

The Contract Documents contain provisions that describe measures OCTA may take if the Contractor fails to fulfill its project scheduling obligations under the Contract terms. If such a failure occurs, the CM will be required to prepare, or to retain the services of a scheduling consultant to prepare, schedules in accordance with the Contract Documents. Those schedules will be used to allow OCTA to manage the project, evaluate the work by the Contractor, and determine whether the Contractor is substantially complying with the Contract requirements. The Contract Documents provide that all costs incurred by OCTA in preparing contractually-required schedules by other means shall be paid by the Contractor through a deductive change order, which the CM shall prepare and administer.

## 10.2 Baseline Schedule

The CM shall enforce the project scheduling requirements of the Contract Documents, and review all submitted schedules to determine if each schedule meets the Contract requirements. All schedule review comments and acceptance or rejection dispositions shall be provided to the Contractor in writing. The CM shall use qualified staff proficient with the specified scheduling software that is required to be used by the Contractor, and shall promptly review each submitted schedule. All CM work product created during the review of each Contractor schedule submission shall be maintained in a file folder consistent with the document control procedures.

The CM shall expend whatever resources are required to thoroughly review the Contractor's baseline schedule to assure compliance with all Contract requirements. The baseline schedule has significant contractual implications, as the Contract Documents require that the current accepted schedule be used for the determination of all time extension requests by the Contractor, and for analysis of project delays.

## 10.3 Schedule Updates and Schedule Revisions

The CM shall study the project scheduling requirements of the Contract Documents and strictly enforce the requirements related to the submission of schedule updates and schedule revisions. Schedule revisions, as defined by the Special Conditions, are not permitted to be mixed with schedule update data unless the revisions have been previously accepted in writing by the CM.

The CM should encourage the Contractor to submit all proposed schedule revisions for review and acceptance before the regular (monthly) schedule update is required to be prepared and submitted. If the Contractor fails to obtain prior approval of schedule revisions, then there may be instances where the Contractor will have to submit two schedules with the same data date for a particular month — one with only schedule update (status) modifications, and one with the update information and any proposed



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schedule revisions. The two schedules should be reviewed for acceptance by the CM independently. The CM shall endeavor to review all proposed schedule revisions by the Contractor promptly, and provide review comments or acceptance before the next monthly schedule update is required to be submitted.

### 10.4 Schedule Time Impact Evaluations

The CM shall become familiar with the project scheduling requirements of the Contract Documents and strictly enforce the requirements related to the submission of a Time Impact Evaluation (TIE) by the Contractor, whenever the Contractor requests a time extension to the Contract time or a milestone completion time period or date. The CM is required to evaluate each TIE, perform an independent TIE related to the delay or time impact if necessary, and prepares a report for OCTA's review with the CM's recommendation for acceptance, acceptance with comments, or rejection of the Contractor TIE. If the Contractor TIE is found to be unacceptable, the CM shall recommend to OCTA the number of days, if any, that the Contract time or milestone completion time period or dates should be adjusted by change order.

### 10.5 Weather Days Schedule Activity and Weather Day Accounting

The CM shall study the project scheduling requirements of the Contract Documents that address weather days, become familiar with the specified process for determining the number of weather days required to be included in the schedule, and determine the method for usage of those weather days by the Contractor during the course of the project. The CM is required to administer the granting of adverse weather days, maintain a Weather Day Log of requested and allowed weather days, and ensure that the Contractor's schedule updates accurately reflect the current status of the allowable weather days.

### 10.6 Schedule Submission Tracking Log

It is important to have core information regarding the progress of schedule submissions. The CM shall use a tracking log of all schedule submissions based upon a template located on SharePoint CM forms. This log should be located with the Schedule working folder under SharePoint.

| Contractor Schedule Submission Log |                |            |                |                |                |                |   |                |                | Project Name   |                |            |                |                |                |                |                |                |                |
|------------------------------------|----------------|------------|----------------|----------------|----------------|----------------|---|----------------|----------------|--|----------------|------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Schedule Submission Data           |                |            |                |                |                |                |   |                |                | Schedule Content Data  |                |            |                |                |                |                |                |                |                |
| Activity No. Ref                   | Submitted Name | Submission | Submitted Date | Submitted Time | Submitted Date | Submitted Time | Submitted Date  | Submitted Time | Submitted Date | Activity No. Ref   | Submitted Name | Submission | Submitted Date | Submitted Time | Submitted Date | Submitted Time | Submitted Date | Submitted Time | Submitted Date |
| Contract                           |                |            |                |                |                |                |   |                |                | Original Contract Completion Date (including Weather Day Activity) |                |            |                |                |                |                |                |                |                |
| 8401                               | Baseline       | 11/01/11   | 30             | 11/01/11       | 11/01/11       | 11             | Baseline 1st Revision - Rejected                      |                |                | 10501  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 8402                               | Baseline       | 11/01/11   | 47             | 11/01/11       | 11/01/11       | 11             | Baseline 2nd Revision - Approved                      |                |                | 10502  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 8403                               | Baseline       | 11/01/11   | 54             | 11/01/11       | 11/01/11       | 11             | Baseline - Rejected                                   |                |                | 10503  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1501                               | Update         | 12/01/11   | 48             | 12/01/11       | 12/01/11       | 11             | CT letter refers to comments during reply on 11/01/11 |                |                | 10504  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1502                               | Update         | 12/01/11   | 57             | 12/01/11       | 12/01/11       | 11             | Approved, Pending submission                          |                |                | 10505  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1503                               | Update         | 12/01/11   | 58             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10506  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1504                               | Update         | 12/01/11   | 59             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10507  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1505                               | Update         | 12/01/11   | 60             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10508  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1506                               | Update         | 12/01/11   | 61             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10509  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1507                               | Update         | 12/01/11   | 62             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10510  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1508                               | Update         | 12/01/11   | 63             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10511  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1509                               | Update         | 12/01/11   | 64             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10512  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1510                               | Update         | 12/01/11   | 65             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10513  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1511                               | Update         | 12/01/11   | 66             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10514  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1512                               | Update         | 12/01/11   | 67             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10515  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1513                               | Update         | 12/01/11   | 68             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10516  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1514                               | Update         | 12/01/11   | 69             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10517  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1515                               | Update         | 12/01/11   | 70             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10518  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1516                               | Update         | 12/01/11   | 71             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10519  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1517                               | Update         | 12/01/11   | 72             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10520  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1518                               | Update         | 12/01/11   | 73             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10521  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1519                               | Update         | 12/01/11   | 74             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10522  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1520                               | Update         | 12/01/11   | 75             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10523  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1521                               | Update         | 12/01/11   | 76             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10524  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1522                               | Update         | 12/01/11   | 77             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10525  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1523                               | Update         | 12/01/11   | 78             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10526  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1524                               | Update         | 12/01/11   | 79             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10527  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1525                               | Update         | 12/01/11   | 80             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10528  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1526                               | Update         | 12/01/11   | 81             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10529  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1527                               | Update         | 12/01/11   | 82             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10530  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1528                               | Update         | 12/01/11   | 83             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10531  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1529                               | Update         | 12/01/11   | 84             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10532  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1530                               | Update         | 12/01/11   | 85             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10533  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1531                               | Update         | 12/01/11   | 86             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10534  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1532                               | Update         | 12/01/11   | 87             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10535  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1533                               | Update         | 12/01/11   | 88             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10536  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1534                               | Update         | 12/01/11   | 89             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10537  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1535                               | Update         | 12/01/11   | 90             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10538  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1536                               | Update         | 12/01/11   | 91             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10539  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1537                               | Update         | 12/01/11   | 92             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10540  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1538                               | Update         | 12/01/11   | 93             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10541  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1539                               | Update         | 12/01/11   | 94             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10542  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1540                               | Update         | 12/01/11   | 95             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10543  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1541                               | Update         | 12/01/11   | 96             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10544  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1542                               | Update         | 12/01/11   | 97             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10545  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1543                               | Update         | 12/01/11   | 98             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10546  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1544                               | Update         | 12/01/11   | 99             | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10547  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |
| 1545                               | Update         | 12/01/11   | 100            | 12/01/11       | 12/01/11       | 11             | Approved  |                |                | 10548  | 12/01/11       | 30         | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       | 11             | 12/01/11       |

Figure 10.1. Schedule submission log

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## 11 Applications for Progress Payment

The Contractor will be paid for the value of all accepted quantities for the various items of work satisfactorily completed in accordance with the Contract and computed in accordance with the applicable measurement for payment provisions of the Contract. For unit price bid items, the Contractor will typically use the Schedule of Unit Prices and Quantities submitted on the bid form and made a part of the Contract upon execution as the basis for each monthly progress payment request as the work is completed.

For lump sum bid items, the Contractor will prepare additional schedule of values payment breakdowns. The CM shall review and approve these schedules of values so that progress for partial payment can be ascertained as work progresses. The CM will not allow any progress payments until the schedule of values for lump sum pay items has been agreed to in writing.

For some projects, a combination of unit price and lump sum bid items may be used. The CM will need to enter the unit price bid items and the schedule of values for lump sum items into Primavera Contract Manager or similar contract management system as approved by the OCTA project manager so that the progress can be tracked on a monthly basis. This system maintains the values in a database that will, at any given point, provide contract values, earned value, and other valuable metrics. It is expected that the progress payments will be made monthly, with a cut-off date of the 25th day of each month.

### 11.1 Progress Payments

The CM will review the requirements of the Contract Documents and determine the procedure for reviewing/concurring with monthly payment applications.

Typically, it is expected that the following sequence would be included in this procedure:

1. Contractor shall prepare and forward to the CM a draft progress payment invoice in writing consisting of the value of the total amount of work completed plus the value of the acceptable materials on hand prior to the end of each progress payment period cut-off date.
2. The CM will review and evaluate the draft progress payment along with all of the documentation for materials on hand. It is expected that the CM will confirm the values of completed work and any discrepancy will be documented in writing.
3. The CM will schedule a monthly progress payment meeting with the Contractor to resolve any outstanding issues and provide meeting minutes the following day.
4. The Contractor will then submit a final progress payment invoice incorporating agreements from the progress payment meeting.
5. All quantity agreements should be verified and documented in monthly Quantity calculation sheets or commonly referred to as Q sheets. The Q sheets are prepared by the Resident Engineer or reviewed by the Resident Engineer if prepared by others. This is required for all line items which show the basis and quantities calculated for payment in that period. These Q sheets should be filed with each payment application for record along with any material on hand documentation.
6. The CM will provide a "Certificate for Payment" to OCTA for processing of each monthly payment.

### 11.2 Quantity Calculation Sheets (Q sheet)

The CM team must determine, by measurement and calculation, the quantities of the various contract

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line items actually performed by the Contractor on a daily basis. Such measurements must be noted in the Daily Inspection Report and included on quantity calculation sheet. These are commonly referred to as Q sheets. It is recommended that OCTA Form-CM406, "Calculation Sheet," is utilized where possible however deviations should be reviewed and approved by OCTA program manager. The CM team should be familiar with the "measurement" or "measurement and payment" clauses in the specifications for the required method of measurement for each contract item.

All quantity calculation sheets, regardless of the form used, are to contain the following information:

- The Contract Number and Name.
- The Contract Line Item Number and Description that matches Schedule of Quantities.
- Location of work i.e. Drainage System Number, Alignment and Station, or "as noted". An explanation is to be included in the body of the quantity sheet.
- The name and date of the person preparing the quantity sheet.
- The name and date of the person checking the quantity sheet. The person checking must verify all entries including: method of payment, backup information, all calculations, previous payments, and total amount paid to date. Any corrections are to be made in red.
- The body of the quantity calculation sheet shall contain the following
  - When, where and what work was done.
  - How was the payment quantity determined; i.e. calculated, field counted, field measured, final pay, by whom and etc.
  - If this is a final quantity item, then identify this is an interim estimate of payment and the final quantity will be made in accordance with the specifications. Identify whether this work is over and above the contract work specified. If the work is completed and no further work will be required regardless of total quantity, it should be noted that this work is 100% complete.

### 11.3 Line Item Overruns and Underruns

There may be situations in which there are quantity variations through the progress of the work. The Contract Documents address specifics and should be considered when making a determination of overruns or underruns. In the case of line item overruns, in general it is acceptable to compensate an individual line item up to 125% or \$25,000 above the original line item amount without prior approval as long as the total contract value is not exceeded. The CM will prepare a change order at the end of the contract to reconcile these amounts with the appropriate documentation. It is recommended to keep a separate log of these items and monitor closely such that the total contract value is not exceeded.

### 11.4 Material On Hand Payments

The current department's General Provisions (General Provision Section B.5) for rail projects do not allow partial progress payments for materials not installed. For projects where the OCTA Project Manager would like to include a provision for material on hand payments, the Contract Documents should include a Special Provision or include a Measurement for Payment technical specification addressing the specific requirements of documentation necessary for material on hand partial payments. The specification for material on hand payments should include the following provisions at a minimum:

- The Authority shall own all materials, works in progress, and finished goods produced by the Contractor pursuant to this Contract, for which progress payments have been made and which have been satisfactorily delivered to a designated area. Contractor shall be responsible for security and risk of loss for those items of Work for which the Contractor has care, custody and control, until final acceptance.

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- The Schedule of Values shall include all items for which partial payment for material on hand will be made. Acceptable materials on hand consist of materials or equipment furnished and delivered by CONTRACTOR to the site but not yet incorporated in the Work and properly stored in a location acceptable to AUTHORITY. In order for materials on hand to be considered for payment, CONTRACTOR shall request payment for them on AUTHORITY-acceptable forms accompanied by documentation as required including, but not limited to, evidence of purchase and the actual purchase price, evidence of insurance coverage at the storage location and a conditional lien release issued by the supplier or manufacturer for the full purchase price. The maximum payment for material on hand for a pay item will typically not exceed fifty percent (50%) of the lump sum or unit price value, regardless of the actual price paid by the CONTRACTOR. In the event it does exceed 50%, the Contractor and CM should prepare a request in advance of the progress payment application documenting the reasons for requesting payment above 50% of a specific line item.

### 11.5 Certificate for Payment

The CM will be responsible for reviewing and certifying the Contractor's progress payment invoice. The review will involve progress of work based on the earned-to-date quantities of unit price items and the earned-to-date completion percentage for each item in the schedule of values for lump sum payment items, verification that proper materials are used, ensuring that stop notices filed against the project are released prior to final payment, and ensuring that the Contractor issues conditional releases from subcontractors and material suppliers for items covered in the application for payment. Any payment invoice determined by the CM not to be a proper payment invoice shall be returned to the Contractor within seven days of receipt, setting forth in writing all reasons why the payment invoice is not proper.

The CM will be required to prepare a Certificate for Payment that constitutes a representation that the Contractor is entitled to payment in the amount certified. The CM will advise OCTA of known incomplete or unsatisfactory items of work, and obtain from the Contractor a schedule for correcting and completing the work. If there are unresolved discrepancies with the Contractor, the CM shall make a recommendation to OCTA of the amount of payment to the Contractor along with a summary of the differences. OCTA shall make the final determination and will issue payment in the amount it deems appropriate.

The CM will include the following statement in the Certificate of Payment:

Based on the Resident Engineer's observations at the project site and on the data comprising the Application for Payment or Invoice, the Resident Engineer hereby certifies that the work has progressed to the point indicated and that, to the best of the Resident Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Resident Engineer.

The CM will transmit the certification, along with the final Contractor progress payment application, to OCTA for processing and payment. A log shall be developed that tracks the progress of each monthly payment application along with payment releases to Contractors and subcontractors. It is important that any special remarks regarding additional retention is summarized so that it can be viewed easily.

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### 11.6 Payment of Retention

The CM will refer to each Contract, but typically a retention amount of either 5 or 10 percent of a monthly progress payment invoice will be made each month until final payment application invoice. OCTA may reduce the percentage of retention held each month throughout the Contract period so adjustment to the payment application will need to be adjusted as needed and approved by OCTA. OCTA will typically hold the contract specified retention for a warranty against construction defects until final acceptance.

In addition to the retention amounts, the CM may withhold additional amounts from any payments otherwise due to the Contractor as it determines necessary, to cover the following items:

1. Payments that may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in performance of the work under the Contract.
2. For defective work not remedied.
3. For failure of the Contractor to make proper payments to any of its subcontractors.
4. A reasonable doubt that the Contractor will complete the work within the Contract time limits.
5. Damage to other work or property caused by the Contractor or subcontractor of any tier.
6. An amount, not less than 10 percent of the total progress payment, due to the failure to abate within one working day or immediately in cases of imminent danger, infractions of the Contractor's Safety Plan, Cal/OSHA, Federal OSHA, ANSI, or other applicable safety standards.
7. An amount not to exceed 20 percent of the total progress payment, due to four or more repeated infractions in a single payment period of the Contractor's Safety Plan, Cal/OSHA, Federal OSHA, ANSI, and all other applicable safety standards.
8. All legally required sums for, but not necessarily limited to, stop notices, labor, and tax liens.
9. Labor compliance and certified payroll non-compliance.
10. For any other reason stipulated in the Contract Documents.
11. Estimated project liquidated damages for major milestones.

Whenever the CM recommends withholding of any moneys otherwise due to the Contractor, written notice of the amount withheld and the reasons therefore shall be given to the Contractor. The amount withheld will be released upon satisfactory resolution of the grounds for such withholding.

### 11.7 Contractor Payments

Refer to the Contract Documents for progress payment terms and procedures. The Public Contract Code requiring prompt payment to Contractors may be applicable to this Contract. Undisputed and properly submitted progress payment invoices shall be paid within 30 days of receipt by OCTA. Any undisputed and properly submitted payment invoice not paid within 30 days shall accrue interest at the legal rate set forth in Section 685.010 of the Code of Civil Procedure. The CM shall endeavor to assure that OCTA fulfills its obligations under the Contract and the Public Contract Code by calculating the expected payment due date and notifying OCTA of the latest date that the payment can be made.

### 11.8 Subcontractor Payments

The Contractor is required to adhere to all Federal and State of California prompt payment laws and regulations including the Business and Professions Code requiring the Contractor to pay subcontractors within 10 days of receipt of each progress payment to the extent of each subcontractor's interest therein, unless otherwise agreed to in writing. The CM shall regularly monitor that the Contractor is making these payments and that any deviation is promptly noted in writing.

### 11.9 Final Payment Invoice

The CM will review and evaluate the Contractor's final payment invoice and transmit any necessary adjustments in writing, including an itemization of the amount, segregated as to Contract item quantities, extra work, and any other basis for payment, and shall also show all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the Contract. All prior payments shall be subject to correction in the proposed final payment invoice. The Contractor is required to respond in writing within 15 days of either accepting or objecting to the changes. If the Contractor does not object to the changes, a final payment invoice will be submitted to the CM for certification and processing for payment.

If the Contractor has an objection to the comments provided by the CM, then the CM shall provide a certificate for payment with the noted revisions so that the Contractor can be paid while the outstanding issues are resolved. Subsequently, the CM will schedule and document all meetings necessary until resolution. If the CM and Contractor do not reach resolution, the Contractor has the right to submit a notice of claim pursuant to the Contract Documents.

At a minimum, the following items should be met prior to the CM providing a certificate for final payment:

1. Final Acceptance by the CM that includes all work items and any punch list activities.
2. Contractor provides an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied.
3. Contractor provides a release of liens and claims arising out of the Contract, to the extent and in the form designated by the CM. If a lien claim remains unsatisfied after all payments are made, the Contractor is required to reimburse OCTA for all monies that OCTA may be compelled to pay in discharging the claim, including all costs and reasonable attorney's fees.
4. Contractor provides final labor and payroll reports, certificates, and other final reports required by the Contract Documents.
5. Contractor supplies all warranty information and operation and maintenance manuals as required in the Contract Documents.
6. Contractor provides a statement that acceptance of final payment shall constitute a waiver of all claims against OCTA arising under the Contract.

The CM shall produce a final tabulated quantity and pricing schedule for OCTA's use.

A final balancing contract change order must be developed by the CM for contractor execution in order to finalize pay quantities and balance force account change orders.



## 12 Request for Information

The Contractor may submit an RFI in writing to the CM for clarification or interpretation of the Contract Documents. This submittal shall use the latest **Form-CM103, Request for Information**, and can be made electronically or in hard copy format. The RFI numbering system must be made sequential where no numbers can be reused for deleted or withdrawn RFIs. If the Contractor chooses to withdraw an RFI, the number will still be logged and identified as withdrawn in the status. It is critical that all additional attachments to the RFI form bear the same RFI number on the lower right corner of each attachment page. In order to expedite RFI processing, electronic signatures or typed names will suffice for submittal as well as reviews. Upon final disposition of the RFI, the form and attachments will be converted to Adobe PDF and transmitted back to the Contractor. The CM will maintain a log that identifies all outstanding and resolved RFIs, which includes relevant information and dates.

RFIs shall not be used for the following purposes:

- To request approval of submittals
- To request approval of a substitution
- To request changes in the work that entail additional costs or propose a credit
- To request different methods of performing work than those indicated on the plans and/or specifications

The CM is required to enforce those Contract provisions and administer the RFI process accordingly by returning an RFI unanswered to the Contractor, which is determined by the CM to be a misuse of the RFI process.

### 12.1 RFI Review

The Contractor is required to clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. The Contractor shall also include its own interpretation or understanding of the requirement, along with the reasons why it has reached such an understanding. The CM will first review the RFI to determine whether it is “conforming” according to the Contract and if all relevant information is included to perform a review. The CM may return the RFI requesting additional information or clarification prior to performing review of the content, and the corresponding dates will be adjusted.

If the RFI appears to be complete and valid, then the CM will process the RFI for review, which may include review and a response by the designer and/or a third party, as necessary. The CM will gather all responses, prepare final disposition of the RFI, and return it to the Contractor within five working days of receipt. The CM shall inform the Contractor in writing if additional review time is necessary. The CM shall be diligent in the review of each RFI and endeavor to assure that the turn-around time does not affect critical path activities.

Figure 12.1. Form CM103 for Request for Information



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Any RFI reply that the Contractor believes does not adequately answer the question shall be the subject of a new RFI by the Contractor, which shall reference the previous RFI reply using the previous RFI number and reply date.

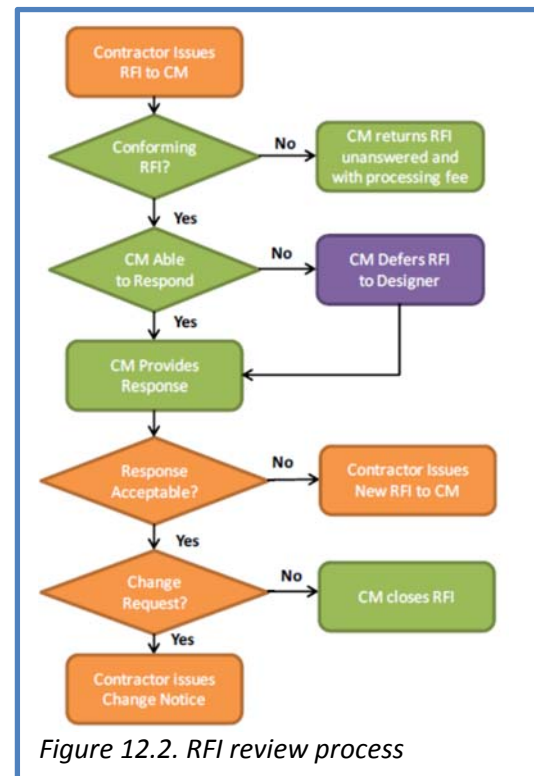
### 12.2 Non-Conforming RFI

If the CM determines that a submitted RFI does not meet the intent of the Contract, it will be identified as a non-conforming RFI and returned without further review. The CM should include the reasoning for the non-conformance in compliance with the Contract and will make the same notation on the RFI Log.

Some of the elements of non-conforming RFIs include:

1. RFIs that do not include a detailed statement of the clarification requested.
2. When the RFI form is used as a Contractor request for a change in the work.
3. When the RFI form is used as a request for additional payment.
4. When the RFI form is used to request additional Contract time.
5. When the RFI includes multiple, unrelated issues in one RFI.
6. RFIs that request information clearly shown on the plans, specifications, change orders, other Contract Documents, answered RFIs, submittals, and prior project-related communications.
7. RFIs that request information of an item that is clearly not part of the work.
8. Questions about coordination of work with the City, the County, a separate contractor, utility company, property owner, or other entity.
9. RFIs that request information from the CM or OCTA not related to a clarification or interpretation of the Contract Documents.

If the Contract Documents allow, each non-conforming RFI may result in a processing fee of \$200 being charged to the Contractor or as identified in the contract specifications. The CM shall keep track of the number of non-conforming RFIs submitted during the progress payment period and shall process a deductive change order. It will be imperative that the CM maintains the RFI Log and that it highlights those non-conforming RFIs, as well as identifies the CCO number that was used to deduct the fees from the Contract price.



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## 13 Submittals

The CM is responsible for managing the review and approval of all submittals and samples for compliance with the Contract Documents. The requirements for submittals will vary based on the Contract Documents; therefore, the CM shall develop a listing of expected submittals, requirements, and special handling that may be necessary, and compare it with the list of submittals submitted by the Contractor. The CM will organize all submittals in accordance with the file breakdown structure contained within these procedures, regardless of the numbering system that the Contractor may choose to use. In all cases, cross-referencing the submittals using the Contractor's tracking number and the CM's tracking number will be required on the logs and submittals themselves.

It is expected that the submittals will be organized and packaged by similar types of work inside of Primavera Contract Manager, so that all related elements can be located easily. The document control administrator will maintain the listing of submittals and submittal package numbering, and generate regular status logs.

The Contractor is required to develop a submittal list and schedule in a form acceptable to the CM. The submittal schedule should be reviewed by the CM to confirm that sufficient time is permitted for review in advance of construction needs. Unless otherwise specified in the Contract Documents, the CM will need to review and return all submittals within 14 calendar days after receipt of a complete submittal. The CM will need to be diligent in reviews, as well as coordinating with the Design Engineer and third parties, so as not to exceed this review period and potentially cause delays to the Contractor. In general, submittals concerning the Contractor's means and methods for performing the work should be reviewed by the CM. Submittals that are relevant to the design of the work should be reviewed by the Design Engineer. The submittal review turn-around times will be tracked and regularly monitored for compliance by OCTA.

### 13.1 Review

The Contractor is required to submit two copies of each submittal to the CM along with an Adobe Acrobat PDF file, unless otherwise specified in the Contract Documents. The CM will review each submittal for completeness of the information necessary to review. If the submittal is missing any required information, it will be rejected and transmitted back to the Contractor identifying the reasons for rejection. If the submittal appears to have the proper information, the CM will then distribute it for review as appropriate, which may include distribution to the Design Engineer and/or third parties. The CM will need to establish an informal agreement with the Design Engineer and third parties as to number of copies provided to each reviewer, along with the allowable time for reviews. In all cases, the CM is expected to review each submittal for compliance to the best of its ability. The CM will review submittal comments and notes provided by each respective reviewer and make a determination of acceptance of the submittal.

The CM will return one hard copy or electronic Adobe Acrobat PDF file of the submittal with a stamp that indicates one of the following responses: ACCEPTED, ACCEPTED AS NOTED, MAKE CORRECTIONS NOTED, or AMEND AND RESUBMIT. In an attempt to reduce copies, the CM should work with the Contractor to reach agreement about using electronic copies, where feasible. Written comments not placed on drawings will be included in OCTA's comment disposition form that will be transmitted electronically, as well as hard copies so that the Contractor can provide written responses during the resubmittal. The CM will also be required to scan all hand written comments in color and include them in the submittal file as part of the transmittal correspondence returned to the Contractor.

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### 14 Change Management

Changes to Contract amounts and schedules require preparation of a Contract Change Order (CCO). Change requests can be initiated by the Contractor or by OCTA. In order for there to be broad consensus of the response to the Contractor's change request for both entitlement and value, the following procedures will be followed:

1. The Construction Manager (CM) reviews the change requests for accuracy and entitlement based on the Contract Documents and prepares a draft response to the Contractor. The CM will prepare a Change Order Summary that includes the following information depending on nature of CCO.
  - a. CCO summary report
  - b. CCO Review Checklist
  - c. Justification Memorandum
  - d. Independent Cost Estimate
  - e. Time Impact Analysis and Schedule Review
  - f. All related back up documentation
2. OCTA reviews and provides input to the CM on the draft response.
3. If the final version of the response to entitlement is no, then the response is signed by the Resident Engineer and returned to the Contractor and a CCO is not created. Provide two original copies of the written rejection for wet signatures and provide one copy to the Contractor.
4. If there is entitlement, the CM will hold a negotiation/reconciliation meeting with the Contractor to resolve time impacts and any differences in cost. A final draft response may require review by others based on the value or schedule impact as determined by OCTA and appropriate approval thresholds.
5. If a change request is determined to have merit, then the final cost should be negotiated by the CM with the Contractor. The final cost should approximate the independent cost estimate prepared by the CM. All Change Order negotiations must also include an agreement on time impact. Depending on the magnitude of the amounts, these negotiations can take place at two levels. Table 14.1 shows the approval thresholds for construction change orders. All CCO's will be reviewed and approved by the OCTA Rail Department Director prior to final execution by the OCTA CEO or delegate. Amounts requiring Board of Directors' approval will be executed by OCTA's CEO or CAMM manager with delegated authority following approval by OCTA's Board of Directors.
6. If the CM and Contractor come to resolution on the Change Request, then a CCO is prepared by the CM. If there is no reconciliation of terms, the CM will prepare a unilateral CCO for the amount and time impact agreed between the CM and Authority. The Contractor can pursue any additional cost and time through the claim process.
7. Additional authorizations may be required, depending on the funding source.
8. If a CCO increases the project budget in excess of the approved budget amount, the OCTA Project Manager will prepare necessary documents including support documentation from the

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CM to make a budget request increase, which may require approval by the OCTA Board of Directors depending on the CCO amount and the approval threshold. Such requests may require lead approval time and must be brought to the attention of OCTA Management immediately. Final approval of the CCO should be withheld until the budget increase is approved.

The CM shall refer to the Contract Documents for the particular deadlines, constraints, and requirements for changes to the project. The following procedures outline a typical process along with days for processing that will be followed unless otherwise specified in the Contract Documents.

**Table 14.1. Summary of Approval Thresholds for Amendments to Construction Contracts**

| <b>Type of Service</b>        | <b>Procurement Type</b>     | <b>Approval Threshold</b>  |  |
|-------------------------------|-----------------------------|--|--|
|                               |                             | <b>Chief Executive Officer *</b>   | <b>Board of Directors</b>  |
| Public Works/<br>Construction | Competitive or non-budgeted | <ul style="list-style-type: none"> <li>Up to \$5,000 when total amount of original contract does not exceed \$50,000</li> <li>Up to 10% of the original contract amount for contracts between \$50,000 and \$250,000</li> <li>Up to \$8,333 or less than or equal to 50% of the original contract value</li> <li>Up to \$25,000 plus 5% of the amount in excess of \$250,000, but not more than \$210,000</li> </ul> | <ul style="list-style-type: none"> <li>Greater than 50% of the original contract value or over \$150,000 for original contracts greater than \$250,000; and greater than \$25,000 plus 5% of the original amount in excess of \$250,000</li> </ul> |

\* Chief Executive Officer may delegate this authority (for instance, to CAMM Capital Projects Manager)

### 14.2 Change Requests

The Contractor may make a written request to the CM to modify the Contract based upon the receipt of, or the discovery of, information that the Contractor believes changes the scope of work, price, schedule, level of performance, or other terms of the Contract. A written notice is required to be provided by the Contractor within seven calendar days of the occurrence, stating the reasons for the potential change. The Contractor may be allowed to skip this step if a formal change request is submitted within this same time period.

The CM must verify the completeness of each change request submitted by the contractor and reject an incomplete request or communicate back any deficiencies. The change request is required to include all of the necessary information to substantiate the effect of the change and any impacts to the work, including any change in schedule or Contract price, and shall include all existing cost and schedule supporting documentation or a description of anticipated documentation. The CM shall prepare an independent cost estimate (ICE) of the change to verify the cost impacts of the change. The requirement to prepare an ICE is in conformance with the Authority's Procurement Policy which states that an ICE is required for all contract change orders. The ICE shall be prepared and dated in advance of receiving any cost information from the contractor and it should be used in the evaluation of the contractor's price.

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The change request is required to be delivered within 30 calendar days, unless otherwise specified in the Contract Documents, of the initial discovery of information, leading the Contractor to believe a potential change to the Contract exists. In the event that the Contractor needs additional time to provide the necessary documentation, it should be noted as such in the Change Request and the CM will track and monitor the outstanding information until it is available, so that a complete review can be made.

If the Contractor fails to provide the written notice and/or change request within the Contract time period, the Contract provisions shall state that any future claims or changes based upon those events shall be waived by the Contractor. In that instance, the CM shall notify the Contractor in writing of its failure to meet those Contract requirements.

The CM shall notify OCTA of any change notices and change requests. These shall be tracked on the Potential Change Log and the CM shall gather the necessary documents and information to perform a review and analysis of the change request. The CM shall prepare an initial written response to the Contractor within two days of receipt of the change request, and describe any required initial information not contained in the change request. It is expected that the CM complete the review, analysis, and recommendation within 14 calendar days of receipt of all necessary information regarding the change request, unless otherwise specified in the Contract Documents.

The CM will then prepare a response to the change request from the following choices:

1. The change request is acceptable and a Contract Change Order will be prepared and processed.
2. Portions of the change request are acceptable and the CM will issue a Contract Change Order for the acceptable portions. This may include a disagreement with compensation or schedule adjustment in which the CM will coordinate a change resolution meeting to resolve.
3. The change request is denied with the applicable reasons.

In the event of a dispute, the CM may elect to direct the Contractor to proceed with work without delay. The CM shall draft a letter for concurrence by OCTA prior to issuing a directive to the Contractor.

If a change request is rejected at any level, the Contractor may resubmit it with additional information for consideration on entitlement or cost value, and the change request process will be repeated. If it is rejected again, the process may be repeated or the Contractor may choose to submit a claim as outlined in the Contract Documents. The CM shall be diligent in reviewing and resolving any outstanding issues as part of the change request and shall maintain a current Change Request Log showing all relevant dates of correspondence and information received and sent. If a change request is not resolved within 90 calendar days, or denied in whole by the CM, the Contractor may elect to submit it as a claim pursuant to the Contract provisions.

### 14.3 Change Directives

The CM may notify the Contractor of changes to the Contract by issuing a Change Directive to the Contractor. This includes changes to the contract plans, specifications, and/or other Contract Documents as applicable. The change directive form shall be completed by the CM and reviewed by OCTA with the appropriate approval thresholds. The CM will prepare an ICE to determine the cost of the change directive and the ICE should be used to evaluate the Contractor's price. The CM will add each change directive to the Change Directive Log and include the estimate of potential impacts to cost and schedule.

Change Directives for changes to the Work will be used for one of the following, or a combination thereof:

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1. Increase or decrease in the quantity of Contract items.
2. A negotiated lump sum price.
3. Force account work.

The Contract Documents shall state that the Contractor will provide a written response within 15 calendar days, unless otherwise specified in the Contract Documents, which identifies any proposed adjustment in Contract price, including any adjustment for impact costs and/or schedule delays or schedule modifications to perform the changes described in the change directive.

The CM will evaluate the Contractor response and provide recommendations to OCTA. If OCTA is in agreement with the Contractor, then a change directive will be issued by the CM. If agreement cannot be made on the proposed adjustment of cost or schedule, the CM shall issue a change directive based on its determination of the value and direct the Contractor to proceed without delay. The Contractor may submit the matter as a claim pursuant to the Contract provisions.

Work attributed to contract changes should not be performed without a change directive being approved by the OCTA Project Manager, after receiving the appropriate approval authority, and issued by the CM. If a change directive requires approval by the Board of Directors, and further delay would increase the costs, time delays, and/or risks to the Work, the OCTA Chief Executive Officer will notify the Board of the change and inform the Board that a CCO will be brought to the Board for their consideration at the soonest opportunity.

### 14.4 Contract Change Order

The CM will be responsible for preparation, coordination, and processing of each CCO to the Contractor through CAMM. The CCO shall clearly and concisely identify all of the agreed-to terms, pricing, and schedule adjustments from either a Contractor-initiated change request or a CM-initiated change directive. The CCO should clearly indicate any cross-referenced materials, combined change requests, or change directives, and all necessary back-up documentation labeled with the CCO number in the upper right corner of each page. The CCO shall be tracked on the appropriate logs.

The CM shall be thoroughly familiar with the status of the processing of each CCO at all times. The CM will send two copies of the draft CCO for the Contractor's review and signature. The CM will forward the two copies of the final CCO to OCTA for processing the necessary signatures of approval.

Figure 14.1 Change Directive Form

Figure 14.2. Contract Change Order Form



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The CM shall be available at any time to provide detailed information and an explanation of a CCO so the necessary approvals are gathered. The CM shall also keep the Contractor informed of the status and ensure that the processing of a CCO does not affect or delay any critical activities.

If additional approvals are required for the CCO due to funding source requirements, the CM will work with OCTA to gain the appropriate approvals necessary for each CCO.

The approved CCO will be transmitted to the Contractor and the CM will confirm that the monthly progress payment schedules are adjusted accordingly. Likewise, the CM will need to adjust the schedule and adjust the final contract total by the change order amount.

As with all documentation, it is critical that the CM makes the cross references to the various documents and files them correctly in the Document Control System. In general, change requests and change directives are filed in accordance with the file breakdown structure, but when those become a CCO, they will then be re-filed into the appropriate CCO file location. A document will then be placed in the change request or change directive file folder that re-directs anyone looking for those files to the appropriate CCO file location. The electronic files can remain in the original location; however, a link must be provided in the CCO file structure and the correspondence must be tagged with the appropriate CCO number.

### 14.5 Claims

The term “claim” shall be defined in the Contract Documents as a separate demand by the Contractor for a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract, and payment of which is not otherwise expressly provided for or that the Contractor is not otherwise entitled to as determined by OCTA in response to a Contractor change request; or an amount of which the payment is disputed by OCTA.

The Contractor is required to submit a notice of claim to the CM within seven days of any occurrence that the Contractor believes will result in a claim, unless otherwise specified in the Contract Documents. The CM will assign a unique number to each claim submitted, all correspondence and related issues or documents will use that number as a cross-reference, and the Claim will be filed accordingly. The CM will also maintain a log of claims from beginning through to final disposition.

The CM shall notify OCTA immediately when a notice of claim is submitted and provide a copy of the claim itself. The CM will confer with OCTA on the appropriate action for each claim, but at a minimum, the CM should gather relevant documentation and provide an initial summary review of the claim.

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## 15 Environmental

The quality of the environment has become a primary interest of the public and the government. The major areas of environmental concern on most construction projects are erosion, air pollution, noise pollution, and contaminated or hazardous materials.

The CM will monitor the Contractor's operations and endeavor to ensure compliance with the mitigation measures identified within the environmental documents, including the Final Mitigation Monitoring and Reporting Plan, and all applicable state or federal environmental regulations. The CM shall observe and assist with the policing and enforcement of the environmental mitigation and monitoring program measures in accordance with the established program, and shall report promptly any deficiencies to the Contractor and appropriate parties.

### 15.1 Water Quality and Erosion

The problem of erosion is a major concern on construction projects. If eroded soils move off-site and into water, various problems can occur. Sediment can carry pesticides, heavy metals, organic matter, and viruses. All of these can make water unfit for animal and plant life. There have been many instances when eroded soils have been carried into streams in which fish were killed, streams silted up, or caused the lakes that the streams flow into to have excessive sediment problems. Even if eroded soils do not reach water or the sewer system, they can still cause problems. Erosion can lead to legal action if private property is eroded because of construction activities. Also, if eroded soils move to wetlands, sediment can destroy this environment.

There are several techniques to minimize erosion. The devices used for each Contract will be shown on the SWPPP prepared by the Contractor as part of its obligations. The CM will confirm that erosion and siltation control devices and measures are maintained in accordance with the Contract Documents and in a functional condition at all times. Temporary and permanent erosion and sedimentation control measures will be inspected by the CM after each rainfall and at least once daily during prolonged rainfall. Where deficiencies exist, corrections must be made as soon as practical. If the inspection indicates non-compliance with the SWPPP, the CM must notify the Contractor, and if no further action is taken, the CM shall prepare and present to the Contractor a notice of non-compliance.

### 15.2 Air Quality

Construction activities can contribute to several air pollutants considered detrimental to the quality of the air. The most predominate pollutants considered are particulate matter (dust), sulfur oxide, carbon monoxide, ozone, hydrocarbons, nitrogen oxide, and lead. The most significant of these are dust and lead. The CM will review the Contract Documents and obtain clarification if any of the pollutants are of concern. It is especially important to review the procedures governing painting in the specifications.

### 15.3 Noise

Construction operations generally produce objectionable noise. Construction equipment such as pile drivers, jack hammers, concrete mixers, and air compressors will produce noise that can damage hearing if proper protection is not used. The noise produced by construction can be an annoyance to the residences near the construction area. Many cities and counties have established noise ordinances that specify hours of operation. The CM should enforce the regulations, permits, and the work restrictions pursuant to the Contract Documents and prepare non-compliance reports if conditions are not met. The CM must be prepared to provide necessary staff and equipment to monitor noise to meet ordinance requirements. Additionally, the CM must be able to answer questions from the OCTA and community



outreach staff regarding noise and noise pollution regulations.

#### **15.4 Contaminated and Hazardous Wastes**

The proper storage of contaminated or hazardous materials is important to the health of project personnel and the public. Petroleum products, paints, cleaners, etc., shall not be placed on the soil or in water. The Contractor is required to be qualified when handling hazardous waste such as paints. The CM will be familiar with the qualification requirements as outlined in the specifications. The CM will not allow dumping of any waste material on-site or on adjacent property. When a release of hazardous materials occurs, the CM will verify that the Contractor has notified Cal/EPA.

During construction, the Contractor may encounter abnormal conditions or existing hazardous materials. If this occurs, the Contract Documents require that construction operations must be immediately stopped in this area. The CM shall immediately notify OCTA and work with the Contractor in following the provisions of the Contract Documents. The CM shall be diligent along with the Contractor to recommend a solution that complies with the regulations required by the applicable state agency. The remediation work may be performed by another Contractor if special procedures are required. Upon notification by the CM of the discovery of unanticipated hazardous materials at the project site, OCTA will confer with the CM and will provide direction on the action to be taken.

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## 16 CM Office Requirements

The CM shall provide adequate field office space, supplies, tools, equipment, and vehicles to assure the work can be performed. The Contract Documents may specify that the Contractor provide the CM field office, depending on the particular project. The field office shall be adequate to house all construction personnel assigned to the project including visitors. At a minimum, the office shall include the following items and the CM's plan for providing the items shall be submitted to OCTA for review and approval.

1. The field office shall have one desk and chair for every person assigned to the project, desktop computers, internet access (T1 line), phones, fax machine, full sized plotter, and conference table and chairs, and other normal office furniture, equipment, and utilities.
2. The field office shall also provide a common area (kitchen, bathrooms, field laboratory storage area, miscellaneous equipment storage area, and a large conference area for project meetings).
3. There should be a minimum of two visitor workspaces that will include OCTA staff, a survey crew, and a material sampling staff.

The CM shall have all necessary tools, supplies, and equipment to perform the activities and services required by the CM's Contract scope of work. Unless otherwise specified, these will include the following:

1. Vehicles suitable for the work to be performed and terrain conditions of the project site.
  - Each Inspector or field personnel will have individual vehicles
  - All vehicles will be equipped with a flashing beacon as well as project identification placards
  - Vehicles will be equipped with all necessary tools, instruments, and supplies
2. All field materials such as inspection, testing, and safety equipment, as needed, for use by CM staff and visitors on the project.
3. Nuclear gauges for CM inspection personnel to perform soils and AC relative compaction field tests as required. Nuclear gauges shall be calibrated, transported, and stored in accordance with all industry standards (these may be provided by the independent testing laboratory with the independent tester).
4. One cellular phone per inspector.
5. Color photocopier, high speed color scanner, and any specialized software required by the CM's Contract scope of work.

The CM will maintain an Equipment and Supply Log for all items used on the project. This log shall clearly indicate the assigned personnel and status of the equipment, as needed.

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## 17 Photographic and Video Records

Photographic and video surveys or photographic/video records of project conditions before, during, and after any Contractor activity can be some of the most valuable project documentation the CM will compile during a project. These records will be made with digital cameras and a minimum of one digital video camera that will be kept at the project at all times to record any unusual conditions and special events relating to construction activities. The CM will also enforce all video requirements identified by the Contract Documents.

Before construction, the CM will make a record of the existing project site and adjacent properties. It will include all existing physical features and facilities in and along the project right-of-way and adjacent properties. The intent is to clearly document the before-construction conditions of any area the Contractor may impact during construction of the project.

In addition to the survey performed as noted above, the CM shall also document the beginning- and end-condition of any major or unusual construction activity for the Contract, as well as any before and after conditions of temporary construction easements and/or lay down/storage areas used by the Contractor during construction of the project.

It is expected that the inspectors and CM staff will take daily photographic records of construction progress that will be uploaded and maintained by the CM. These records will document progress by the individual taking the photo, which will also include a description and location. The inspector will likely choose a selection of these photos to be included in his/her daily report.

At the end of construction, the CM will make a final photographic record of the completed conditions in enough detail that documents the physical features and overall conditions.

### 17.1 Requirements for Pre- and Post-Construction Surveys

Pre- and post-construction surveys and other special photographic surveys should be clearly labeled with a date stamp on the photographic image and/or video. A corresponding Daily Inspection Report or Resident Engineer Daily Diary should also note that the survey was performed, with a brief description of the survey and any special notes that may be required to fully document the purpose of the particular survey. It may be useful when noting an area of damage, such as a spilled concrete section or a marred finish, to scale the damaged area with a familiar object (coin) or tape measure for clarity. Typical examples of pre- and post-construction surveys are video inspection of existing pipelines or existing structures adjacent to an excavation operation as required.

After a photographic survey is performed, the CM shall catalog the photographs and videos by location and in chronological order in a manner that allows the survey to be tied to a previous or future survey performed or to be performed. For example, if a post-construction photographic survey is performed when the Contractor completes work in a specified temporary construction easement, that survey should be cataloged and linked to the pre-construction survey and construction activity survey (if performed) so the beginning, middle, and post-activity conditions can all be located and viewed easily.

### 17.2 Video Specifics

Prior to performing the survey and when checking that the video equipment is in working order, the videographer shall verify that the sound is in working order to assure any narrative comments made by the surveyor are captured. It would also be prudent to assure the battery is fully charged and that a spare fully charged battery is available for use during the survey. In addition to the date stamp on the video, it is good practice to state the date, time, and day verbally when beginning the survey so that information is

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captured in the sound recording.

During the video survey, any narrative that can provide important information is useful. The videographer shall keep their narrative focused on the survey at hand and include only remarks about what is being displayed on the screen, the direction of view, the name of the construction feature, and the items of interest. Do not include opinions, speculative remarks, disparaging remarks, comments, or inappropriate language as the video is a permanent record and any such comments will become part of that record. OCTA may reject any survey with any such disparaging remarks, comments, or inappropriate language and request that the CM perform the survey again and discard the rejected survey.

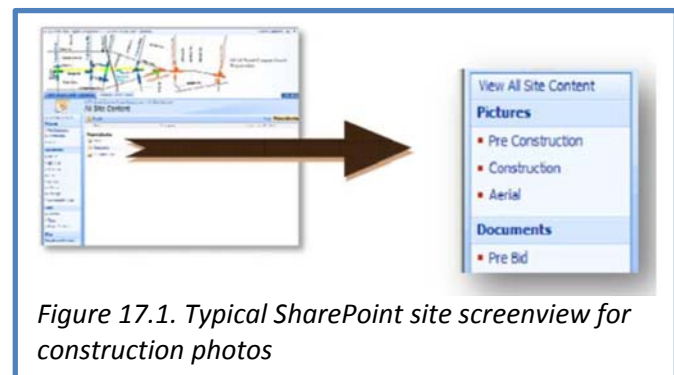
Video surveys shall be cataloged by location and in chronological order, as noted above.

### 17.3 Time-Lapsed Photography

The Contract Document may have provisions for time-lapsed photography for the project. The CM will review the requirements and confirm that system is installed in accordance with the Contract Documents in a location that best suits the project. The location of the camera shall be placed such that it covers the work area and does not require numerous relocations. Once the CM confirms that the camera is operational and acceptable, the operational control will be turned over to OCTA for the duration of the project.

### 17.4 Uploading Files to Share Point

It is critical that all photos are uploaded and cataloged so that they can easily be retrieved in the future. It is also asked that the photo files are reduced in size to a 4"x6" level of detail photo to reduce upload and download time. The files will be uploaded to OCTA's SharePoint site designated for each project and placed in a corresponding folder such as pre-construction, construction, or video.



*Figure 17.1. Typical SharePoint site screenview for construction photos*

A file naming convention will be used on all photos and videos taken on the project so that they can be easily identified and are not over-written. The file naming convention is as follows:

After naming the files correctly, upload the file into the appropriate SharePoint folder and enter the corresponding information to the following fields:

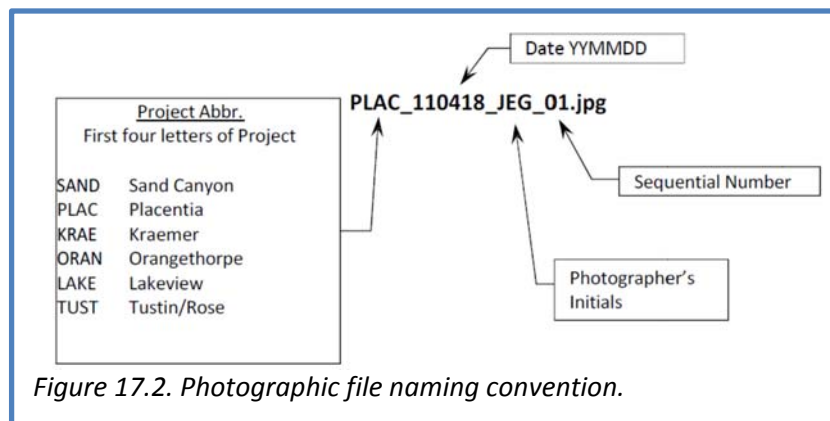
- Project  
This will be OCTA's project number provided at the beginning of the project.
- Type  
This will be a drop-down selection of the type of file being uploaded such as photo or video.
- Element  
This will be a drop-down selection that provides a general classification of the type of work being recorded such as bridge, wall, mechanical, SWPPP, traffic, landscape, electrical, railroad,

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drainage, utility, civil, right-of-way, safety, and miscellaneous. Even though a file can have several elements of work, select the element that best describes the intent of the photo.

- Photographer
- Date Taken
- Description

It is expected that detailed information regarding the photo will be provided in this field to facilitate future searches for photos related to a particular topic or work feature. This description can be up to 256 characters. This field is where the person taking the photo or video can provide detailed information about the content of the photo and purpose for capturing the image.



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## 18 Labor Compliance

The following section delineates the State of California and Federal Labor Compliance / Prevailing Wage requirements that will be administered by the CM on applicable projects. The contract documents will provide the basis for contract administration protocol and the statutory authority to enforce labor compliance contract provisions. These source documents and requirements shall be utilized by the CM in administering Labor Compliance provisions.

State and Federal law require contractors working on public works contracts to pay prevailing wages to their employees. Prevailing wages are predetermined hourly rates for each craft are set by both the California Department of Industrial Relations (DIR) and the United States Department of Labor. In addition, these laws set guidelines for such items as the following:

- Overtime
- Length of shifts of workday
- Substantiation of wages
- Fringe benefits paid
- Covered work (work done under contract and paid for in whole or in part out of public funds, thus requiring the payment of prevailing wages) and non-covered work.

The CM has the responsibility for enforcing the labor requirements that are in the contract special conditions and applicable State and Federal regulations. To fulfill this responsibility, the CM and support staff must have an adequate working knowledge of the contract labor standards.

Early surveillance and detection of labor compliance violations are preferable to conducting belated investigations and implementing formal enforcement actions. The CM is to bring labor compliance issues to the attention of the Contractor and OCTA immediately upon detection and resolve these issues in accordance with pertinent provisions.

### 18.1 Responsibilities

Laws concerning Labor Compliance were amended in 2014 that affect public works contracts. The CM shall notify DIR of the award of a public works contract using the online PWC-100 form. The DIR will monitor compliance on the Work. The Contractor and all subcontractors are required to register and pay an annual fee to DIR to fund the agencies oversight and monitoring. Contractor and all subcontractors shall furnish electronic certified payrolls to the Labor Commissioner in accordance with DIR requirements.

Even though the DIR is monitoring Labor Compliance rules, OCTA will continue to share responsibility to monitor and enforce compliance on its projects. For this reason, the CM will be responsible for performing the following tasks.

The CM must maintain sufficient records to ensure contractor/subcontractor compliance with wage and apprenticeship sections of the contract. There are a number of forms provided within these procedures that will be used to document and record labor compliance to the Contract Documents. Specific actions required, include, but are not limited to:

1. Preparing inspector's daily reports which note employee, labor classifications, hours worked, and equipment working on the project. Ideally, the number of employees, names, classifications, and hours worked should be noted on each daily report. If this is not possible, then as a minimum, the data must be reported in at least one diary during the week.

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2. Conducting spot interviews with employees on the project. A form similar to, or State Form HC- 0031, "Employee Interview: Labor Compliance/EEO", shall be utilized. The employee interview is used to check the validity of information shown on the payrolls and payroll records. The employee is asked questions regarding wage rates, hours of work, and type of work performed.
3. The CM will increase the frequency of interviews when a spot interview indicates a reporting deficiency or labor compliance violation. The CM will then conduct a minimum of three (3) prime contractor interviews for each contract each month. Conduct at least one interview for each subcontractor. A variety of crafts and trades should be interviewed. During the interviews, assure the interviewees that their statements, whether oral or written, will be confidential. Do not disclose to the employer the identity of the employee without the employee's consent.
4. Maintaining written evidence of apprentices employed on the project along with any corresponding State and Federal apprentice certification evidence.
5. Ensuring that the contractor submits weekly Certified Payroll Records (CPRs) and/or owner operator listings, as appropriate for their work and from all subcontractors or equipment rental companies that perform work on the project. Every laborer or mechanic performing work on the project must appear on either a CPR or owner operator list. Each CPR shall be accompanied by a statement signed by the employee or its agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the applicable State and Federal wage determinations and that the classifications as set forth for each laborer or mechanic conform to the work performed. A submission of the Federal "Weekly Statement of Compliance," which is required under this Contract, shall satisfy this requirement.

## 18.2 Certified Payroll Records

The CM shall obtain from the Contractor and each subcontractor a certified copy of each weekly payroll within seven (7) days after the regular payroll date. The CM shall ensure that the CPR submitted by the Contractor provides all the information required in the latest version of the Federal CPR Template.

The CM shall utilize the CPR and Related Documents Tracking spreadsheet that OCTA will provide, unless an exemption is requested by the CM for review and approval by OCTA.

The following steps outline at a minimum the necessary elements of labor compliance:

1. If, on or before the 25th of the month, the Contractor has not submitted satisfactory payroll records covering its work and the work of all subcontractors for all payroll periods ending on or before the 6th of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to 10% (but not less than \$1,000 or more than \$10,000) shall be deducted from the progress payment estimate. Deductions will be made separately for each estimate period in which a new delinquency appears and will be continued until payrolls have been submitted.
2. Spot checking the payrolls or listings to ensure that at least the applicable Davis-Bacon or State prevailing wage rates as referred by the Special conditions are paid.
3. Cross checking reports, interviews, payrolls and wage rates in order to determine the

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contractor's and subcontractor's compliance. Comparing all force account or day labor work to certified payrolls. Employees' names, classifications, and wage rates should match.

4. Ensuring that the contractor posts all specified posters, notices, wage determinations, etc. at the job site.
5. Responding to Third Party Requests for Payroll Records and related documents in accordance with regulatory requirements including redacting confidential employee information, as required by regulatory provisions. These requests will be transmitted through OCTA's CAMM department.
6. The CM will prepare a response to all employee and/or third party complaints regarding Labor Compliance for OCTA's approval and distribution.
7. Applying necessary sanctions against the prime contractor for failure to submit payrolls or noncompliance with the labor standard requirements. Sanctions must be in conformance with current Caltrans policy as described in the Labor Compliance Section of the Caltrans Construction Manual.
8. Reporting any apparent violation of state or federal labor requirements to OCTA and the Caltrans District Local Assistance Engineer (DLAE) immediately upon discovery. In the case of contracts that are 100 percent federally funded, violations should also be reported to the US Department of Labor.

**LABOR COMPLIANCE DOCUMENT TRACKING**

**OCTA**

**PROJECT INFORMATION**

|              |                                    |            |                           |
|--------------|------------------------------------|------------|---------------------------|
| PROJECT NAME | Payroll Paper Trail & Transmission |            |                           |
| DATE         | 12/4                               |            |                           |
| W.P.A.       | Project Director                   | Start Date | Estimated Completion Date |
| 11/10/08     | 12/4                               | 11/01/08   | 12/01/11                  |

**SUBCONTRACTOR: TSM Consulting** 1417 N. Screen Street, San Jose, CA 95128

**ONE TIME SUBMITTAL (check dates)**

|                 |          |          |          |
|-----------------|----------|----------|----------|
| Payroll Records | Form 100 | Form 100 | Form 100 |
| Records         | Records  | Records  | Records  |
| Collect Bar     | Form 100 | Form 100 | Form 100 |
| NA              | Records  | Records  | Records  |

**CERTIFIED PAYROLL RECORDS**

| Week Ending | Payroll Number | Payroll Received (Date) | Non-Exempt Payroll (Y/N) | Payroll Received (R) | Payroll Submittal (Y/N) | Total Hours Reported | Employees Submittal Conducted | # of Apprentices | Ready Report (Y/N) | Classification, Date by Contractor | Payroll  | Hours |
|-------------|----------------|-------------------------|--------------------------|----------------------|-------------------------|----------------------|-------------------------------|------------------|--------------------|------------------------------------|----------|-------|
| 8/10/09     | 1              | 8/10/09                 | Y                        | Y                    | Y                       | 20.00                | 0                             | 0                | Y                  | laborer                            | 11/01/10 | 1     |
| 8/17/09     | 2              | 8/17/09                 | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 8/24/09     | 3              | 8/24/09                 | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 8/31/09     | 4              | 8/31/09                 | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 9/7/09      | 5              | 9/07/09                 | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 9/14/09     | 6              | 9/14/09                 | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 9/21/09     | 7              | 9/21/09                 | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 9/28/09     | 8              | 9/28/09                 | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 10/5/09     | 9              | 10/5/09                 | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 10/12/09    | 10             | 10/12/09                | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 10/19/09    | 11             | 10/19/09                | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 10/26/09    | 12             | 10/26/09                | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 11/2/09     | 13             | 11/02/09                | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |
| 11/9/09     | 14             | 11/09/09                | Y                        | Y                    | Y                       | 0.00                 | 0                             | 0                | Y                  |                                    |          |       |

**FINAL 11/06/2010**

| Apprentice Name | Classification | Week Ending | Apprentice Certification Exp. Date |
|-----------------|----------------|-------------|------------------------------------|
|                 |                |             |                                    |
|                 |                |             |                                    |

10/11/10 Labor Compliance Document Tracking Log 1/01

Figure 18.1. Sample labor compliance document tracking log



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### 18.3 Close-Out Phase

The Contractor is required to provide information indicated in the Contract Documents, but the CM shall confirm that the Contractor and each subcontractor furnish a summary of all employment, indicating for the completed project, the total hours worked and the total amount earned.

The CM will complete, sign and submit to OCTA a “Final Labor Compliance Closeout Report Checklist” conforming that Labor Compliance contract administration duties were performed throughout the duration of the project and that there are no outstanding labor compliance issues remaining.