

# California High-Speed Train Project



## Request for Proposal for Design-Build Services

### RFP No.: HSR 11-16 Addendum No. 7 Change Log

This change log contains the list of changes to the initial release of RFP HSR 11-16, as issued on March 22, 2012, including Addendum No. 1, 2, 3, 4, 5, 6 and documents the changes, additions and deletions to the following documents thereof:

<b>Book</b>	<b>Part</b>	<b>Sub-part</b>	<b>Title</b>
1	A-C	1	Instructions to Proposers, Certifications, and Forms
2	A	1	Signature Document
2	A	2	Special Provisions
2	B	1	General Provisions
2	C	1	Scope of Work
2	C	5	Scope of Work - Attachment 4 – Scope Elements Matrix
2	C	8	Scope of Work - Attachment 7 – Procedures for Construction-Phase Submittals
2	C	9	Scope of Work - Attachment 8 – Technical Contract Submittal List
3	B	1	Verification, Validation and Self-Certification
3	B	8	Cost and Scheduling Controls Program
3	B	9	Milestone Data Pack Specification
3	C	1	Design Criteria
3	C	1a	Updates to Design Criteria
3	C	2	CHSTP CADD Manual-Excerpts
3	C	3	CHSTP Plan Preparation Manual-Excerpts
3	D	8	City of Fresno Guidelines Clarifications
3	E	1	Directive Drawings-Excerpts
3	E	1a	Updates to Directive Drawings
4	A	1	Option 1 Design Plans
4	A	2	CP01A Design Plans
4	C	1	Standard Specifications(LOG ONLY)
4	C	1a	Updates to Standard Specifications
4	C	2a	Updates to Special Specifications





## Addenda Change Logs

**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

New Document

Revised Document

Change Log Only

Change No.	Description	Location
1	<p>Inserted “, Certifications, and Forms” at the end of the book title on the cover page</p> <p>Inserted revision details for Addendum No. 7 in the revision log on the cover page</p>	B.1, Pts A-C, Cover Page
2	Updated footers to show the various parts of Book 1; Part A, Instructions to Proposers, Part B Certifications, and Part C Forms.	B.1, Pts A-C, All Pages
3	<p>Replaced “includes the following documents (RFP Documents)” with “Documents are organized into the following Books” in introductory sentence to the subject list of RFP Documents.</p> <p>Deleted the following as sub-bullets to the main bullets (Book 1 – Instructions to Proposers (ITP), Book 2 – Contract Requirements, Book 3 – Supplemental Contract Requirements, and Book 4 – Reference Documents) in the list under Section 1.2, Construction Package 1 Request for Proposals:</p> <ul style="list-style-type: none"> <li>- <i>Instructions (this document)</i></li> <li>- <i>Certifications</i></li> <li>- <i>Forms</i></li> <li>- <i>Signature Document</i></li> <li>- <i>Special and General Provisions</i></li> <li>- <i>Scope of Work</i></li> <li>- <i>Final Environmental Documents and Mitigation Monitoring Plan</i></li> <li>- <i>Third Party Agreements and Permits</i></li> <li>- <i>Approved Design Variances</i></li> <li>- <i>HSR Design Criteria Manual</i></li> <li>- <i>HSR Directive Drawings</i></li> <li>- <i>HSR Plans Preparation Manual</i></li> <li>- <i>Drawings</i></li> <li>- <i>Reports</i></li> <li>- <i>Electronic Design files</i></li> <li>- <i>Standard and Special Specifications</i></li> <li>- <i>Electronic Cross Sections Design Files</i></li> </ul> <p>Inserted “(Book 1)” after “ITP”, “(Book 4)” after “Reference Documents” in the first line of the last paragraph under Section 1.2, Construction Package 1 Request for Proposals”.</p> <p>Replaced “accepted” with “approved” in the second line of the first bullet under Section 2, Definitions.</p>	B.1, Pt A, Pages 2-3



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

New Document

Revised Document

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Change No.	Description	Location
4	Inserted "Apparent" before "Best Value Proposer" and replaced "combined score" with "Total Proposal Score" in the second bullet under Section 2, Definitions	B.1, Pt A, Page 4
5	<p>Inserted the following as the eleventh bullet under Section 2, Definitions:</p> <ul style="list-style-type: none"> <li>"• Project Website – is defined as the official website of the California High Speed Authority Rail Authority."</li> </ul> <p>To replace the following definition:</p> <ul style="list-style-type: none"> <li>"• Proposal Schedule – A schedule with a level of detail at Level 1 or 2 with a breakdown that outlines all major features or elements of the work for each geographical location of the Project."</li> </ul> <p>Deleted ", as defined in Book2, General Provisions, Section 1," between "Proposal" and "in response" in the twelfth bullet under Section 2, Definitions.</p>	B.1, Pt A, Page 5
6	<p>Inserted the following as the sixteenth bullet under Section 2, Definitions:</p> <ul style="list-style-type: none"> <li>"• RFP Documents – Those documents included in Books 1-4 of the RFP."</li> </ul> <p>Inserted the following as the twentieth bullet under Section 2, Definitions:</p> <ul style="list-style-type: none"> <li>"• Total Proposal Score – the sum of the Technical Proposal Score and the Price Proposal Score."</li> </ul> <p>Deleted the following as the last two bullets under Section 2, Definitions:</p> <ul style="list-style-type: none"> <li>"• Total Warranty Price – The combined price for all five (5) Warranty Options provided in Form E, Price Breakdown.</li> <li>• Warranty Options – the ITP requests that the Proposers provide a price for five (5) warranty options to extend the original warranty period for each option by one year as specified in Section 13 of the Special Provisions."</li> </ul>	B.1, Pt A, Page 6



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms New Document Revised Document Change Log Only

Change No.	Description	Location
7	<p>Replaced "*" with footnotes at the header for "Deadline" in Table 2, RFP Schedule.</p> <p>Replaced "-" with footnotes at the end of "Deadline for Proposer Questions" in the fourteenth row under the "Activity" column of Table 2, RFP Schedule.</p> <p>Replaced "November 26, 2012" with "December 21, 2012 at 12:00PM (PST)" in the fourteenth row under the "Deadline" column in Table 2, RFP Schedule.</p> <p>Moved following to footnotes 1 and 2 respectively at the bottom of Page 7 of the ITP:</p> <p>"All Deadlines are 3:00 p.m. Pacific Time unless otherwise indicated.</p> <p>Proposers will be limited to five (5) comments/questions following release of Addendum No. 7."</p>	B.1, Pt A, Page 7
8	<p>Inserted "that" after "measures" in the third line of the paragraph under Section 4.5, Environmental Mitigation and Compliance.</p> <p>Inserted "Performed" after "activities", replaced "this" with "the" and capitalized "contract" in the fifth line of the paragraph under Section 4.5, Environmental Mitigation and Compliance.</p>	B.1, Pt A, Page 8
9	<p>Deleted "requires and" after "model that" in the sixth line of the paragraph under Section 4.6, Sustainability.</p>	B.1, Pt A, Page 9
10	<p>Inserted "in" after "participate" in the first line of the last bullet under Section 4.7, Safety and Security.</p> <p>Deleted "of the Total Contract Price" from after "30 percent" in the second line of the first paragraph under Section 4.8, Overall Project Small Business Goal.</p> <p>Deleted "(2)" after "two" in the first line of the first paragraph under Section 5.1, Environmental Analysis.</p> <p>Moved "Authority" to before "and" and "FRA" to after "and" in the second line, then replaced "alignment" with "alternative" at the beginning of the third line, and replaced "HSR Project" with "section" after "Fresno" in the fourth line of the second paragraph under Section 5.1, Environmental Analysis.</p> <p>Inserted "subsequently" after "FRA" in the second line and "(RDEIR/SDEIS)" in the third line and deleted "revised" from the end of the fourth line of the third paragraph under Section 5.1, Environmental Analysis.</p>	B.1, Pt A, Page 10



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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11	<p>Inserted "R" before "DEIR" and "SD" before "EIS" in the fifth line, Replaced "June" with "Summer" and deleted "No" from before "Notice" but inserted "not" after "will" in the tenth line of the third paragraph under Section 5.1, Environmental Analysis.</p> <p>Replaced "Revised" with "R" before "DEIR" and "Supplemental" with "SD" before "EIS" in the fifth paragraph under Section 5.1, Environmental Analysis.</p> <p>Replaced the last paragraph of Section 5.1, Environmental Analysis:</p> <p>"Upon issuance of the NOD/ROD the Authority will issue an addendum incorporating the provisions of the final EIR/EIS and including any updated mitigation measures included in the final EIR/EIS or NOD/ROD."</p> <p>With:</p> <p>"The Merced to Fresno Final EIR/EIS including any updated mitigation measures is located in the Final Environmental Documents, Book 3, Part D."</p>	B.1, Pt A, Page 11
12	<p>Inserted the following at the beginning of the second paragraph under Section 5.4, Right-of-Way:</p> <p>"The Authority has begun the acquisition process for the Merced to Fresno project scope."</p> <p>Deleted "Merced to Fresno or" after "for the" in the second line, "respective" after "until the" and replaced "s are" with "is in the third line, then deleted "The current Right of Way Acquisition Plan is located in Book 3" as the third sentence and replaced "will be released in addenda to the RFP" with "are included in the current Right-of-Way Acquisition Plan located in Book 3" in the second paragraph under Section 5.4, Right-of-Way.</p> <p>Inserted "and cooperative" after "master" in the first line, "master and cooperative" after "and draft" in the fourth line, replaced "and" with "are located in Book 3 before a capitalized "mapping" then replaced "are" with "is" and inserted "s 3 and 4 at the end of the fifth line of the paragraph under Section 5.5, Utility Relocation.</p> <p>Deleted "potential Proposers" after "provides" in the second line of the first paragraph under Section 5.7, Design Information.</p>	B.1, Pt A, Page 12



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms New Document Revised Document Change Log Only

<b>Change No.</b>	<b>Description</b>	<b>Location</b>
13	Deleted "the role of" in the seventh line of the paragraph under Section 7.2, Designated RFQ/Proposal Manager.  Inserted the following at the end of the first paragraph under Section 7.4, Distribution of RFP and Addenda:  "Notwithstanding anything herein to the contrary, the addenda documents provided on DVDs and the change logs are provided for reference only and shall not become part of the Contract."	B.1, Pt A, Page 14
14	Deleted "to seventy (70)" and inserted ", unless otherwise provided" in the third line then replaced "70 questions" with "question" in the sixth line of the last paragraph under Section 7.5.1, Proposer Requests.	B.1, Pt A, Page 15
15	Applied bulleting format and deleted "Cert 1", "Cert 2", and "Cert 3" respectively from the listed items under the introductory sentence of Section 7.5.2, Authority Responses.  Pluralized "Participants" in two instances (first and third lines) of the third paragraph under Section 7.7, Rules of Contact.  Inserted "made" after "only be" in the second line of the fourth paragraph under Section 7.7, Rules of Contact.	B.1, Pt A, Page 16
16	Deleted the following as the second sentence of the paragraph under Section 7.8.2, One-on-One Meetings:  "The first meeting shall be conducted on the dates provided in Section 3 in Sacramento, CA at the place and time to be determined."  Moved "by the Proposers" from after "meetings" to after "Participation" in the sentence of the paragraph under Section 7.8.2, One-on-One Meetings.	B.1, Pt A, Page 18
17	Inserted "has" after "Authority" in the third line of the paragraph under Section 7.8.3, Questions and Responses During One-on-One Meetings.  Inserted "(FOIA)" after "Freedom of Information Act" in the ninth line of the first paragraph then replaced "excepted" with "excluded" in the third line of the second paragraph under Section 7.9, Confidentiality; Ownership of Proposer Work Product.	B.1, Pt A, Page 19



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18	<p>Deleted "Freedom of Information Act" from after "Public Records Act," in the second, fifth, and ninth lines of the third paragraph under Section 7.9, Confidentiality; Ownership of Proposer Work Product.</p> <p>Inserted "and Section 10 of the Special Provisions (Book 2, Part A)" at the end of the paragraph under Section 7.10 Liability, Insurance, and Performance Security.</p>	B.1, Pt A, Page 20
19	<p>Deleted "and has given its assurance to its funding partners that it will develop and" from between "committed to" and "implement" in the second paragraph under Section 7.11.1, Small Business Utilization.</p> <p>Replaced "of the Total Contract Price to be achieved through the utilization of firms, in any combination and at any tier level, who are certified as Small Businesses as referenced" with "as specified in the Authority's Small and Disadvantaged Business Enterprise Program" in the third paragraph under Section 7.11.1, Small Business Utilization.</p> <p>Replaced "will" with "Proposer's commitment to" in the second line of the fourth paragraph under Section 7.11.1, Small Business Utilization.</p> <p>Replaced "Notice to Proceed" with "NTP" in the last line of the paragraph under Section 7.11.2, Federal On-the-Job Training Participation Goal.</p>	B.1, Pt A, Page 21
20	<p>Inserted the following as the last paragraph under Section 7.11.3, Labor Compliance:</p> <p>"Proposers are advised that, subject to FRA approval, the Authority intends to develop a Community Benefits Agreement consistent with the Community Benefits Policy adopted by the CHSRA Board at its December 6, 2012 meeting with which the Contractor will be required to comply."</p> <p>Deleted "more specifically" from the first line of the third paragraph under Section 7.11.4, Equal Employment Opportunity and Nondiscrimination</p>	B.1, Pt A, Page 22
21	<p>Replaced "Deputy Director, Legislation" with "Assistant Chief Counsel" in the contact information for the "Protest Official" for the RFP after the first paragraph under Section 7.13.1, Protest Regarding the RFP Documents or the Procurement Process.</p>	B.1, Pt A, Page 23



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22	<p>Replaced "If the protest is granted," with "In no event shall", deleted "shall not" after "authority" and replaced "protester" with "protesting Proposer's" in the fifth and sixth lines of the last paragraph under Section 7.13.1, Protest Regarding the RFP Documents or the Procurement Process.</p> <p>Replaced four instances of "protester" with "protesting Proposer" in the second and third paragraphs under Section 7.13.2, Protest after Submission of Proposals.</p>	B.1, Pt A, Page 24
23	<p>Lowercased "the" and inserted "In the event of a protest of the Authority's contract award recommendation" at the beginning of the first line, replaced "Unless otherwise" with "Except as" in the seventh line of the fourth paragraph under Section 7.13.2, Protest after Submission of Proposals.</p> <p>Inserted the following after "law" in the seventh line of the fourth paragraph under Section 7.13.2, Protest after Submission of Proposals:</p> <p>"or as determined by the Protest Official, in his/her sole discretion, to be necessary for the protection of the public interest or an express, legally recognized interest of a Proposer, no"</p> <p>Deleted the following after Provided in the tenth line of the fourth paragraph under Section 7.13.2, Protest after Submission of Proposals:</p> <p>"except, in the sole discretion of the Protest Official or his/her designee, a hearing or argument may be permitted if necessary for the protection of the public interest or an express, legally recognized interest of a Proposer"</p> <p>Replaced "If the protest is granted, the Authority" with "In no event" then "not" with "the Authority" in the first line of the last paragraph under Section 7.13.2, Protest after Submission of Proposals.</p>	B.1, Pt A, Page 25
24	<p>Inserted "otherwise available under Section 7.12," in the fifth line of the paragraph under Section 7.15.1.1, Prohibited Activities.</p>	B.1, Pt A, Page 27
25	<p>Replaced "All" with "Each" and "an" with "a separate" in the first line of the fifth paragraph under Section 7.15.1.3, Organizational Conflicts of Interest.</p>	B.1, Pt A, Page 28
26	<p>Deleted "pre" from before "approve" and inserted "or conditionally approved" after "approved" in the first line of the last paragraph/sentence under Section 7.16, Alternative Technical Concepts.</p> <p>Inserted "that" after "letter" and replaced "identifying" with "identifies" in the fourth line, replaced "summarizing" with "summarizes" and deleted "intended" from the fifth line of the third paragraph under Section 7.16.1, Submittal and Review of ATCs.</p>	B.1, Pt A, Page 30



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Change Log Only

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27	Replaced "that" with "who" in the last line of the sixth bullet (Analysis), replaced "EIR/EIS" with "Environmental Documents" in the third line of the seventh bullet (Impacts) under Section 7.16.2, Contents of the ATC Submittal.	B.1, Pt A, Page 31
28	<p>Deleted the following as the second sentence of the first paragraph under Section 7.16.4, Incorporating into Proposal:</p> <p>"For conditionally approved ATCs, the Proposer may not incorporate such ATC into the Proposal unless all conditions that can be met prior to Proposal Deadline have been met."</p> <p>Inserted the following as the third paragraph under Section 7.16.4, Incorporating into Proposal:</p> <p>"Following award of the Contract, the ATCs that were approved or conditionally approved by the Authority and incorporated in the Proposal by the successful Proposer shall be included in the Contract Documents. If the Authority responded to any ATC by stating that it would be acceptable if certain conditions were met, those conditions will become part of the Contract Documents. Notwithstanding anything to the contrary herein, if Contractor does not comply with one or more Authority conditions of approval for an ATC or Contractor fails to obtain a required third party approval for an ATC, Contractor will be required to comply with the original requirements of the RFP without additional cost or extension of time as set forth in the Contract."</p> <p>Inserted the following as the last sentence of the fourth paragraph under Section 7.16.4, Incorporating into Proposal:</p> <p>"In addition, following execution of the Contract, ATCs from unsuccessful Proposers may, in the Authority's sole discretion, be presented to the Contractor as an Authority Change in accordance with the "Changes" clause in Book 2, Part B, General Provisions, Section 17."</p> <p>Inserted the following as the second sentence of the first paragraph under Section 8.1, Two-Step Best Value Selection Process:</p> <p>"The Authority's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable legal requirements governing this procurement."</p>	B.1, Pt A, Pages 32-33



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29	<p>Inserted the following as the second paragraph under Section 8.1, Two-Step Best Value Selection Process:</p> <p>“The Proposal evaluation process will include review of each Proposal for responsiveness and pass/-fail criteria, a separate evaluation of the Technical Proposal and the Price Proposal, a ranking determination and a best value determination. The process may, at the Authority’s sole discretion, include a request for proposal revisions and Best and Final Offers (BAFOs), and may include a limited negotiations phase with the selected Proposer(s). The steps in the process and evaluation criteria are set forth in Sections 9. The evaluation and selection process is subject to modification by the Authority, in its sole discretion.”</p> <p>Inserted “Calculate a total Proposal Score by combining the” before “weighted” in the fourth bullet under Section 8.1.2, RFP-Second Step Evaluation Process.</p> <p>Inserted “apparent” before “Best Value” in the fifth bullet under Section 8.1.2, RFP-Second Step Evaluation Process.</p> <p>Deleted the following as the first sentence of the first paragraph under Section 8.2.1, Compliant Proposal:</p> <p>“The Authority will select the Proposer that Submits the Proposal best fulfilling all criteria and requirements of the RFP, and may, in its sole discretion enter into a limited Contract negotiations.”</p>	B.1, Pt A, Page 34



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30	<p>Deleted the following as the first paragraph under Section 8.2.2, General Requirements:</p> <p>“Proposers shall submit one (1) original hardcopy of the Proposal, with ten (10) additional printed copies, and one (1) electronic copy in PDF format on DVD-R Disc (excluding financial data required under Section 9.2.3). The Price Proposal and all price-related documentation required under Section 9.4, including, three (3) hardcopies of the financial data required under Section 9.2.3, and one (1) electronic copy in PDF format on CD-ROM disk, shall be provided in a separately sealed container. Electronic files submitted via e-mail will not be accepted. The Proposal shall be submitted on the forms furnished, or copies thereof; shall be completed in ink or typewritten; and shall be manually signed. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response. Scanned or faxed responses are not authorized.”</p> <p>And replaced it with the following as first, second and third paragraphs:</p> <p>“The Proposal shall be submitted on the forms furnished, or copies thereof; shall be completed in ink or typewritten; and shall be manually signed. If erasures or other changes appear on the forms, each erasure or change shall be initialed and dated by the person signing the response. Scanned or faxed responses are not authorized. Electronic files submitted via e-mail will not be accepted.</p> <p>Proposers shall submit one (1) original hardcopy of the Technical Proposal, with ten (10) additional printed copies, and one (1) electronic copy in PDF format on DVD-R Disc . Three (3) hardcopies of the Price Proposal , and one (1) electronic copy in PDF format on CD-ROM disk, shall be provided in a separately sealed container.</p> <p>The Price Proposal and all financial data required under Section 9.5 shall be submitted in a sealed container separate from the Technical Proposal and must be labeled accordingly. The Contract Price (Form F) must be accordingly distinguished in a separate sealed envelope within the Price Proposal and clearly marked as “Contract Price.””</p>	B.1, Pt A, Page 35



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<b>Change No.</b>	<b>Description</b>	<b>Location</b>
31	<p>Inserted "required under Section 8.2.7" in the first line of the first bullet under Section 8.2.2, General Requirements.</p> <p>Replaced "Submittals" with the following in the Second bullet under Section 8.2.2, General Requirements:</p> <p>"The Technical Proposal, including the mandatory documents described in Section 8.2.7 and the information requested relating to the Technical Evaluation Criteria described in Section 9.4,"</p> <p>Inserted "the Executive Summary;" after "Section 9.3.4" in the seventh bullet and deleted the following as the eighth bullet under Section 8.2.2, General Requirements:</p> <p>"The Price proposal and all price related documentation required under Section 9.4 shall be submitted in a sealed container separate from the Technical Proposal and financial data, and must be labeled according."</p>	B.1, Pt A, Page 36
32	Deleted "(See Section 9.4)" from the second line of the first paragraph under Section 8.2.5, Escrowed Proposal Documentation.	B.1, Pt A, Page 37
33	<p>Replaced "executed by the Proposer" with the following in the Second bullet and third under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal:</p> <p>"...duplicated so that a copy is signed by the Proposer and by the Official Representative for each respective Proposer Team member or other financially liable party.</p> <ul style="list-style-type: none"> <li>• A Proposal Checklist (Form B) shall be executed by the Proposer."</li> </ul> <p>Inserted the following as the ninth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal:</p> <ul style="list-style-type: none"> <li>• Organizational Conflicts of Interest Affidavit (Cert. 5) shall be executed by each Proposer Team member."</li> </ul>	B.1, Pt A, Page 39



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34	<p>Replaced the following with "shall be signed by the Proposer" in the tenth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal:</p> <p>"and Organizational Conflicts of Interest Affidavit (Cert 5) shall be duplicated so that it is signed by the Proposer and by the Official Representative for each respective Proposer Team member, unless an original or certified copy of a notarized document granting a power of attorney to and specifically authorizing the Proposer's Official Representative to act as the representative for each individual member of the Proposer team is provided."</p> <p>Inserted "is provided" at the end of the eleventh and fourteenth bullets under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Inserted "Escrowed Proposal Documents Certification (Cert. 15) signed by the Proposer" as the fifteenth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Deleted "Financial statements and accompanying information as required by Section 9.2.3 submitted in a separately sealed container" as the sixteenth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Deleted the hard return after the first sub-bullet and lower cased "each" under the new sixteenth bullet of Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p>	B.1, Pt A, Page 40



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35	<p>Replaced the following as the twentieth, twenty-second, and twenty-third bullets under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal:</p> <p>“Escrowed Proposal Documents (EPDs) as described in Section 8.2.5, including Included among these EPDs are the following forms:</p> <p>Price Breakdown Form (Form E)</p> <p>The Price Proposal including a Contract Price executed by a person authorized to bind the Proposer (Form F) submitted in a separate sealed containing and labeled accordingly.</p> <p>Contract Price (Form F)”</p> <p>With the following:</p> <ul style="list-style-type: none"> <li>• Identification of Proposer Team (Form E).</li> <li>• Escrowed Proposal Documents (EPDs) as described in Section 8.2.5, including the following: <ul style="list-style-type: none"> <li>o A copy of Contract Price (Form F)</li> <li>o Costs associated with the baseline aesthetic structural design solutions for the three bridges identified in Section 9.3.4</li> </ul> </li> <li>• The Price Proposal submitted in accordance with Section 8.2.2 and including the following: <ul style="list-style-type: none"> <li>o Contract Price (Form F) executed by a person authorized to bind the Proposer</li> <li>o Financial statements and accompanying information as required by Section 9.2.3.”</li> </ul> </li> </ul>	B.1, Pt A, Page 41
36	<p>Deleted the “Authority...Schedule of Subcontractor(s)/Subconsultant(s)” from the end of the twenty-fourth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Replaced “2” with “1” after Attachment in the last line of the twenty-fifth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p> <p>Replaced “Statement of Qualifications” with “SOQ” in the twenty-sixth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal.</p>	B.1, Pt A, Page 42



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Change No.	Description	Location
37	<p>Inserted the following as a new sentence to the end of the twenty-ninth bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal:</p> <p>“Proposer shall submit a copy of Authority’s letter approving any Key Personnel replacements as Attachment 1 to Form G.”</p> <p>Deleted the following as the thirty-third bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal:</p> <p>“For more detailed information regarding the Small Business Performance Plan objective, refer to the Authority’s Small and Disadvantaged Business Enterprise Program (See Book3).”</p>	B.1, Pt A, Page 43
38	<p>Deleted the following as the last bullet under Section 8.2.7, Mandatory Documents for Inclusion in the Proposal:</p> <p>“Right-of-Way Acquisition Plan Certification (Cert. 16) – Certifying that:</p> <ul style="list-style-type: none"> <li>- The acquisition information, including parcel numbers and maps, parcel access dates, and the updated right-of-way footprint, is complete for the requirements of the scope of the Work.</li> <li>- That the Contractor will work proactively with the Authority’s representative to resolve Right-of-Way Acquisition Plan changes and to adjust the Contractor’s construction schedule to accommodate these changes.</li> <li>- Contractor is able to construct the project in accordance with the Right-of-Way Acquisition Plan.”</li> </ul>	B.1, Pt A, Page 44
39	<p>Deleted the following from the end of the fourth paragraph under Section 9.1, Overview:</p> <p>“The evaluation criteria and weighting for the Price Proposals are summarized in Section 9.4.”</p>	B.1, Pt A, Page 46



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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Change No.	Description	Location
40	<p>Deleted "Weighted" from the title of Section 9.3, "Technical Proposal Evaluation Criteria".</p> <p>Deleted the following as the first sentence of the first paragraph under Section 9.3, Technical Proposal Evaluation Criteria:</p> <p>"Evaluation of the Technical Proposal will receive 30 percent of the total weighting of the substantive evaluation."</p> <p>Inserted the following as a stand alone sentence after the second paragraph under Section 9.3, Technical Proposal Evaluation Criteria:</p> <p>"The Technical Proposal Score comprises 30 percent of the Total Proposal Score. The maximum Technical Proposal Score is 30 points."</p>	B.1, Pt A, Page 50
41	<p>Lower cased "proposal schedule" in two instances in the first and second bullets under Section 9.3.1, Ability to Meet Schedules (15 Points).</p> <p>Replaced the following as the seventh bullet under Section 9.3.1, Ability to Meet Schedules (15 Points):</p> <p>"Proposal Schedule – The Proposer shall prepare a Proposal Schedule that is produced in the latest version of Primavera P6 (preferably Version 8.2) and provide an XER file of the entire Proposal Schedule to the Authority for review and assessment."</p> <p>With the following:</p> <ul style="list-style-type: none"> <li>"• Proposal schedule – The Proposer shall prepare a schedule submitted in a Level 2 level of detail as defined within AACE International Recommended Practice No. 37R-06, "Schedule Levels of Detail – As Applied in Engineering, Procurement and Construction (TCM Framework: 7.2 – Schedule Planning and Development)" dated March 20, 2010, with a breakdown that outlines all major features or elements of the work for each geographical location of the Project, produced in the latest version of Primavera P6 (preferably Version 8.2 and provide an XER file of the entire proposal schedule to the Authority for review and assessment."</li> </ul> <p>Deleted "Complete list of all Contractor's proposed payment milestones" as the eighth bullet under Section 9.3.1, Ability to Meet Schedules (15 Points).</p>	B.1, Pt A, Page 51



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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Change No.	Description	Location
42	<p>Replaced "jurisdictional" with "Governmental" and capitalize "Approvals" in the fifth sub-bullet under the seventh bullet under Section 9.3.2, Project Approach (25 Points).</p> <p>Replaced "the team's" with "Proposer's" in the tenth sub-bullet under the seventh bullet of Section 9.3.2, Project Approach (25 Points).</p> <p>Capitalized "Anticipated" and moved before a lowercased "outreach" in the seventeenth sub-bullet of the seventh bullet of Section 9.3.2, Project Approach (25 Points).</p> <p>Inserted "Proposer" and capitalized "Team" and "Project" in the eighth bullet of Section 9.3.2, Project Approach (25 Points).</p> <p>Capitalized "Project" in the first line of the ninth bullet of Section 9.3.2, Project Approach (25 Points).</p>	B.1, Pt A, Page 53
43	<p>Inserted "copy of the" after "A", replaced "(also a "Mandatory Document")" with "required in Section 5.4" in the last bullet of Section 9.3.2, Project Approach (25 Points).</p> <p>Inserted "and" after "identified" in the first bullet of Section 9.3.3, Anticipated Problems and Proposal Solutions (10 points).</p> <p>Replaced "team" with "Proposer Team" in the seventh bullet of Section 9.3.3, Anticipated Problems and Proposal Solutions (10 points).</p> <p>Capitalized "Project" in the first bullet of Section 9.3.4, Conceptual Engineering (20 Points).</p>	B.1, Pt A, Page 54



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

New Document

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Change No.	Description	Location
44	<p>Replaced "Alternative Technical Concepts" with "ATCs" in the fourth bullet of Section 9.3.4, Conceptual Engineering (20 Points).</p> <p>Replaced "cost-effect" with "cost-effective" after "feasible in the sixth bullet under Section 9.3.4, Conceptual Engineering (20 Points).</p> <p>Correct spelling of "Avenue", deleted "and" after "spans" and delete the following sentence from the end of the eighth bullet of Section 9.3.4, Conceptual Engineering (20 Points):</p> <p>"An independent Aesthetic Design Review Panel (ADRP) of design experts will review these aesthetic and structural design solutions as part of the Technical Proposal evaluation process."</p> <p>Capitalized "Project" in the eleventh and thirteenth bullets under Section 9.3.4, Conceptual Engineering (20 Points).</p> <p>Inserted the following as a new sentence at the end of the fourteenth bullet under Section 9.3.4, Conceptual Engineering (20 Points):</p> <p>"Sketches, renderings, and drawings submitted as part of such aesthetic solutions will not be counted toward the 100-page limitation of the Technical Proposal."</p> <p>Replaced "EIR/EIS" with "Environmental Documents" in the third sub-bullet under the fifteenth bullet under Section 9.3.4, Conceptual Engineering (20 Points).</p>	B.1, Pt A, Page 55



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms New Document Revised Document Change Log Only

Change No.	Description	Location
45	<p>Deleted the following as the fourth sub-bullet under Section 9.3.4, Conceptual Engineering (20 Points):</p> <p>“Agencies that will need to review the designs for the San Joaquin River crossing are, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>o United States Army Core of Engineers (USACE)</li> <li>o United States Fish and Wildlife Service (USFWS)</li> <li>o National Marine Fisheries Service (NMFS)</li> <li>o Central Valley Flood Protection Board (CVFPB)</li> <li>o California Department of Fish and Game (CDFG)”</li> </ul> <p>Inserted “or conditionally approved” after “Approved”, inserted “ copies of the Authority’s ATC approval letter for each incorporated ATC and” after “including”, then “ATCs and” after “desired” and lowercased “sketches”, replaced “limit requirement” with “limitation” in the last bullet under Section 9.3.4, Conceptual Engineering (20 Points).</p> <p>Capitalized “Project” in the first bullet under Section 9.3.5, Quality/Self-Certification (20 points).</p>	B.1, Pt A, Page 56
46	<p>Deleted “Verification and validation plan (...)” from the beginning of the second sub-bullet under the last bullet of Section 9.3.5, Quality/Self-Certification (20 points).</p> <p>Capitalized “Proposers” and inserted “five (...)” after minimum in the eleventh bullet under Section 9.3.6, Safety and Security (10 points).</p>	B.1, Pt A, Page 57
47	<p>Inserted “a five (...)” in the last bullet of under Section 9.3.6, Safety and Security (10 points).</p> <p>Deleted the following as the last bullet under Section 9.3.6, Safety and Security (10 points):</p> <p>“Verification that the Proposer Team members will be eligible for the Insurance provided through the OCIP without an increase to the premiums, especially for workers comprehensive insurance coverage.”</p> <p>Replaced the following as Section 9.4, Price Proposal Evaluation Criteria:</p> <p>“All price-related documentation must be submitted in the separate sealed envelope with the Price Proposal. Evaluation of the Price Proposal will receive 70 percent of the total weight of the substantive evaluation. The criteria that will be evaluated as part of the Price Proposal are summarized below. Table 5 illustrates the breakdown of the Price Proposal evaluation.</p>	B.1, Pt A, Pages 57-58



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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Change No.	Description	Location								
	<p>Table 5: Summary of Price Proposal Evaluation Criteria</p> <table border="1" data-bbox="321 464 1214 598"> <thead> <tr> <th>Evaluation Criteria</th> <th>Point Value</th> </tr> </thead> <tbody> <tr> <td>Total Price (Form F) Points</td> <td>95</td> </tr> <tr> <td>Total Warranty Price (Form F) Points</td> <td>5</td> </tr> <tr> <td><b>Total Price Points</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>The score for Total Price comprises 95 percent of the Price Proposal Score and the score for the Total Warranty Price comprises 5 percent of the Price Proposal Score.</p> <p>Calculation of Total Price (Form F) Points =</p> $\frac{(\text{lowest Total Price of all Proposals})}{(\text{Proposer's Total Price})} \times (95)$ <p>Calculation of total Warranty Price (Form F) Points =</p> $\frac{(\text{lowest Total Warranty Price of all Proposals})}{(\text{Proposer's Total Warranty Price})} \times (5)$ <p>The Price Proposal must include the following information: A Contract Price executed by a person authorized to bind the Proposer (Form F).</p> <p>Please note, while the Proposers must provide costs for both the baseline aesthetic and structural design solutions and the superior aesthetic and structural design solutions for the 3 bridges identified in Section 9.3.4 above as part of Form E, Proposers shall incorporate costs associated with only the superior aesthetic and structural design solutions for these 3 bridges into the Price Proposals submitted on Form F, and evaluated in accordance with this Section 9.4.”</p> <p>With the following as Section 9.4, retitled as “Price Proposal Evaluation”:</p> <p>“The Proposer’s Contract Price Form (Form F) must be included in the Price Proposal. The Total Price specified on Form F will be used to evaluate the Price Proposal. The Price Proposal Score comprises 70 percent of the Total Proposal Score. The maximum Price Proposal Score is 70 points.</p> <p>Please note, Proposers shall incorporate costs associated with only the superior aesthetic and structural design solutions for the three bridges identified in Section 9.3.4.”</p> <p>Inserted the following as a new Section 9.5, Best Value Determination:</p> <p>“9.3.4The determination of apparent best value shall be based on a 70-30 point scale. The Price Proposal Score can be a maximum of 70 points. The Technical Proposal Score can be a maximum of 30 points. The Total Proposal Score can be a maximum of 100 points. The determination of the Apparent Best Value Proposer shall be based on the Proposal that receives</p>	Evaluation Criteria	Point Value	Total Price (Form F) Points	95	Total Warranty Price (Form F) Points	5	<b>Total Price Points</b>	<b>100</b>	
Evaluation Criteria	Point Value									
Total Price (Form F) Points	95									
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<b>Total Price Points</b>	<b>100</b>									



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>the highest Total Proposal Score calculated based on the following formula:</p> <ul style="list-style-type: none"> <li>• Total Proposal Score (max. 100 points) = Price Score (max. 70 points) + Technical Score (max. 30 points)</li> </ul> <p>The Price Score will be based on the following formula:</p> <ul style="list-style-type: none"> <li>• Price Proposal Score = (Lowest TP/TP) x 70 points <ul style="list-style-type: none"> <li>o Lowest TP = Lowest Total Price submitted by a Proposer</li> <li>o TP = Proposer's Total Price specified on Form FForm F.</li> </ul> </li> </ul> <p>The Technical Proposal Score will be calculated based on the raw score for the Technical Proposal (maximum of 100 points) as described in Table 4Table 4 in Section 9.59.4. The Technical Proposal Score will be calculated using the following formula:</p> <p>Technical Proposal Score = (Raw Score for Technical Proposal) x 30%</p>	
48	<p>Replaced "highest ranked" with "Apparent Best Value" in the fourth and fifth lines, deleted "next ranked" and inserted "that received the next highest Total Proposal Score" in the seventh and eighth lines of the last paragraph under Section 9.10, Limited Negotiations.</p> <p>Replaced "An executed community service agreement if required" with the following as the second bullet under Section 10.1, Key Prerequisites to Award:</p> <ul style="list-style-type: none"> <li>• "A letter of assent executed by the Proposer agreeing to be bound by the Community Benefits Agreement."</li> </ul>	B.1, Pt A, Page 61
49	<p>Inserted "four (...)" in the parenthetical of the first bullet under Section 10.4, Contract Execution.</p> <p>Inserted "three (...)" in the fifth bullet under Section 10.4, Contract Execution.</p> <p>Insert "and" after "proposer" in the last sentence under Section 10.4, Contract Execution.</p>	B.1, Pt A, Page 62
50	Updated cross reference to title of Cert. 16 under section heading Part B, Certifications.	B.1, Pt B, List of Certifications



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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Change No.	Description	Location
51	Replaced "be" with "have a" and "as a result of" with "by" in the second and third line of the paragraph under item no. 3, Interest of the Public Officials of Cert. 1, General Proposer Certification.	B.1, Pt B, Cert. 1, Page 1
52	Updated cross reference to "Form B" to "Cert. 1" in the third line of 8.a of Cert. 1, General Proposer Certification.	B.1, Pt B, Cert. 1, Page 4
53	<p>Deleted the following as Cert. 16 and retitled as "Not Used":</p> <p><b>"Cert. 16 Right-of-Way Acquisition Plan Certification"</b></p> <p>This certification applies to the Proposal submitted in response to this solicitation and will be a continuing requirement throughout the term of the contract.</p> <p>In accordance with Section 60 of the General Provisions and the Right-of-Way Acquisition Plan provided in Book 3, the Proposer certifies to the best of its knowledge and belief:</p> <p>The acquisition information, including parcel numbers and maps, parcel access dates, and the updated right-of-way footprint, is complete for the requirements of the scope of the Work.</p> <p>That the Contractor will work proactively with the Authority's representative to resolve Right-of-Way Acquisition Plan changes and to adjust the Contractor's construction schedule to accommodate these changes.</p> <p>Contractor certifies that it is able to construct the project in accordance with the Right-of-Way Acquisition Plan.</p> <p>(Mark one, below, with an "x") Certify to the above Cannot certify to the above.</p> <p>If the "cannot certify" box is checked, attach an explanation of the reasons.</p> <p style="text-align: center;"><b>Offering Organization Name, Address, and Telephone</b></p> <p>Signature of Certifying Representative _____</p> <p>Printed Name _____</p> <p>Title _____</p>	B.1, Pt B, Cert. 16
54	<p>Inserted the following after the fourth sentence of Form A, Transmittal Letter:</p> <p>"Proposer acknowledges receipt of the following Addenda and sets of</p>	B.1, Pt C, Form A, Pages 1 and 2



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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Change No.	Description	Location																
	<p>questions and responses:</p> <table border="1" data-bbox="404 464 1133 884"> <thead> <tr> <th data-bbox="410 472 691 506">Addenda</th> <th data-bbox="691 472 1127 506">Release Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="410 520 691 554">Addendum No. 1</td> <td data-bbox="691 520 1127 554">April 30, 2012</td> </tr> <tr> <td data-bbox="410 569 691 602">Addendum No. 2</td> <td data-bbox="691 569 1127 602">June 5, 2012</td> </tr> <tr> <td data-bbox="410 617 691 651">Addendum No. 3</td> <td data-bbox="691 617 1127 651">July 2, 2012</td> </tr> <tr> <td data-bbox="410 665 691 699">Addendum No. 4</td> <td data-bbox="691 665 1127 699">August 22, 2012</td> </tr> <tr> <td data-bbox="410 714 691 747">Addendum No. 5</td> <td data-bbox="691 714 1127 747">October 29, 2012</td> </tr> <tr> <td data-bbox="410 762 691 795">Addendum No. 6</td> <td data-bbox="691 762 1127 795">November 13, 2012</td> </tr> <tr> <td data-bbox="410 810 691 844">Addendum No. 7</td> <td data-bbox="691 810 1127 844">December 14, 2012</td> </tr> </tbody> </table> <p>The Authority’s responses to the Proposer’s Request for Information and Clarification were issued in a series of emails to all Proposers to the addresses on file with the Authority.</p> <p>Proposer certifies that this Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the Project Website, the Addenda and the Authority’s responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Contractor and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted such other investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified the Authority of any deficiencies in or omissions from any RFP Documents or other documents provided by the Authority.</p> <p>Proposer represents that all statements made in the Statement of qualifications previously delivered to the Authority (as amended by any approved changes to the Proposer’s organization) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal. Proposer agrees that such SOQ, except as modified by the enclosed Proposal, is incorporated as if fully set forth herein.”</p> <p>Replaced “Community Service Agreement” with “Community Benefits Agreement” in the new ninth paragraph of Form A, Transmittal Letter.</p>	Addenda	Release Date	Addendum No. 1	April 30, 2012	Addendum No. 2	June 5, 2012	Addendum No. 3	July 2, 2012	Addendum No. 4	August 22, 2012	Addendum No. 5	October 29, 2012	Addendum No. 6	November 13, 2012	Addendum No. 7	December 14, 2012	
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Addendum No. 1	April 30, 2012																	
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Addendum No. 5	October 29, 2012																	
Addendum No. 6	November 13, 2012																	
Addendum No. 7	December 14, 2012																	
55	<p>Inserted new row under column titles labeled as “Technical Proposal” and two new rows form Form E, Identification of Proposer Team Members, and Form B, Proposal Checklist and “Executed by the Proposer” as the</p>	<p>B.1, Pt C, Form A, Page 1</p>																



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Change No.	Description	Location
	<p>"Document Instructions" for Form B.</p> <p>Replaced "Executed by the Proposer" as the Document Requirements for Cert. 1, General Proposer Certification with the following:</p> <p>"Shall be duplicated so that a copy is signed by the Proposer and by the Official Representative for each respective Proposer Team member or other financially liable party."</p> <p>Inserted the following as the document requirements for Form K, Proposal Bond:</p> <p>"The Proposer shall provide a Proposal Bond as set forth in Exhibit 2 in the amount of 5 percent of the Total Contract Price."</p>	
56	<p>Inserted a new row for moving Cert. 5, Organizational Conflicts of Interest Affidavit from from after "Form J" to before the same, with the following as the document requirements:</p> <p>"Shall be duplicated so that it is separately executed by each Proposer Team Member."</p> <p>Replaced the following with "Shall be signed by the Proposer" as the document requirements for Form J, Organizational Conflicts of Interest Disclosure Statement:</p> <p>"Shall be duplicated so that it is signed by the Proposer and by the Official Representatives for each respective Proposer Team member, unless an original or certified copy of a notarized document granting a power of attorney to and specifically authorizing the Proposer's Official Representative to act as the representative for each individual member of the Proposer team is provided."</p> <p>Inserted the following as the document requirements for Cert. 11, Iran Contracting Certification and Cert. 13, Certification Regarding Miscellaneous State Requirements in Form B, Proposal Checklist:</p> <p>"Shall be duplicated so that it is signed by the Proposer and by the Official Representatives for each respective Proposer Team member, unless an original or certified copy of a notarized document granting a power of attorney to and specifically authorizing the Proposer's Official Representative to act as the representative for each individual member of the Proposer team is provided."</p> <p>Moved the section of check boxes for "Financial Statements &amp; Accompanying Information" form after Cert. 13 to after Form F, Contract Price and the section related to "Price Proposal" in Form B, Proposal Checklist.</p>	B.1, Pt B, Form B



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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Change No.	Description	Location
	<p>Inserted rows after Cert 13 of the following:</p> <p>“A letter from a licensed surety meeting the requirements stated in the RFP</p> <ul style="list-style-type: none"> <li>• Letter must be signed by an authorized representative as evidenced by a current certified power of attorney committing to provide a Performance and a Payment Bond,</li> <li>• Each in substantially the form provided in RFP Documents, Book 2, Signature Document.</li> <li>• If multiple surety letters are provided, the Proposal shall identify which surety will be the lead surety.</li> <li>• The commitment letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award of the Contract to Proposer within the validity period for Proposals.</li> <li>• The bonds required to be provided as a condition to execution of the Contract are to name Proposer as obligor.</li> </ul> <p>Accordingly, the surety letter must commit to issuance of a bond in such entity’s name.</p> <p>Surety Default</p> <p style="padding-left: 40px;">For each surety providing a letter, Proposer shall indicate in a separate attachment to be submitted with the surety letter whether or not the Surety has defaulted on any obligation within the past ten (10) years and the details in the event of such default.</p> <p>Letter accepting joint and several liability for Proposer’s obligations under its Proposal and any resulting contract, if Proposer is a joint venture that is not a legal entity.</p> <p style="padding-left: 40px;">Must be signed by each joint venture member</p> <p>Information regarding anticipated subconsultants and subcontractors (Form D).</p> <p>A statement of the Proposer’s unequivocal commitment to comply with the Authority’s “Verification, Validation and Self-Certification” requirements, which are stated in Book 2, Part B, Section 58 of the General Provisions.</p> <p style="padding-left: 40px;">Submit as Attachment 1 to Cert. 1.</p> <p>Relevant Organizational Documents</p> <p style="padding-left: 40px;">Each Proposer shall provide a copy of the articles of incorporation and bylaws, the joint venture agreement, partnership agreement, limited liability company operating agreement or equivalent</p>	



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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Change No.	Description	Location
	<p>organizational documents for the Proposer, each joint venture partner and Guarantor. These documents shall be consistent with the responsibilities to be undertaken by such parties under the Contract, if such organizational documents have been changed or modified since submittal of the Statement of Qualifications.</p> <p>Letter Approving Changes in Proposer’s Organization</p> <p>Any additions or other changes (including deletions) in a Proposer’s organization require written approval from the Authority. The letter from the Authority approving such change(s) must be included with the Proposal</p> <p>No Legal Issues, Liabilities or Proceedings Certification</p> <p style="text-align: center;">OR</p> <p>Information Regarding Additional Legal Issues, Liabilities or Proceedings (if any since SOQ submission)</p> <p>The Proposal shall include a certification stating that there have not been any additional legal issues, liabilities or proceedings since the SOQ submission.</p> <p style="text-align: center;">OR</p> <p>If there has been, or there is anticipated to be, any additional legal issues, liabilities or proceedings since the SOQ submission, then the Proposal shall include specific information regarding legal issues, liabilities and proceedings. The Proposal shall include the following information regarding such legal issues, liabilities and proceedings:</p> <ul style="list-style-type: none"> <li>• Legal Issues – Identify and explain any significant anticipated legal issues which the Proposer must resolve in order to carry out the Project and its obligations under a Contract</li> <li>• Legal Liabilities – Provide a list and a brief description of all instances during the last five (5) years involving transportation civil infrastructure projects in which the Proposer or a Major Participant (or its parent company; its subsidiary companies; any company under joint ownership with such firm; any joint ventures or limited liability companies in which such firm is a member; and any partnership in which such firm is a general partner) was (i) determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify an owner’s representative with a current phone and fax number (and e-mail address if available).</li> <li>• Legal Proceedings – Provide a list and a brief description (including</li> </ul>	



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms

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Change No.	Description	Location
	<p>the resolution) of each arbitration, litigation, dispute review board, and other dispute resolution proceeding occurring during the last five (5) years involving Proposer or a Major Participant (or its parent company; its subsidiary companies; any company under joint ownership with such firm; any joint ventures or limited liability companies in which such firm is a member; and any partnership in which such firm is a general partner) and involving an amount in excess of \$500,000 related to performance in transportation civil infrastructure projects with a contract value in excess of \$25 million.</p> <p>Key Personnel Matrix (Form G)</p> <p>Letter approving any replacements of Key Personnel (Attachment 1 to Form G)</p> <p>Listing the individuals designated as Key Personnel in the SOQ submitted by the Proposer or subsequently approved as a replacement by the Authority for the individual(s) in the Proposer’s SOQ on Form D.</p> <p>Commitment of designated Key Personnel (Attachment 2 to Form G)</p> <p>An express, written statement committing that the Key Personnel designated in the SOQ submitted by the Proposer for the positions or roles described in Section 6.4.3.6 of the RFQ shall be available to serve the role so identified in connection with the Project</p> <p>Proposer’s Overall Project Small Business Goal Commitment Affidavit (Cert. 14)</p> <p>Shall be executed by the Proposer’s duly authorized Official Representative identified in Cert. 1.</p> <p>Small Business Performance Plan describing Proposer’s approach to meeting the Overall Project Small Business goal for this Project.</p> <p>Areas to be addressed include but are not limited to:</p> <ul style="list-style-type: none"> <li>• A description of the process used to identify and solicit SB/DBE/DVBE/MB firms, the areas of work to be performed by SB/DBE/DVBE/MB firms, and the list of firms selected for participation. Proposers shall also include outreach and networking forums held to inform, engage and solicit the participation of small businesses, as defined in the Authority’s Small and Disadvantaged Business Enterprise Program.</li> </ul> <p>For subcontracting work not yet awarded, but intended for future SB/DBE/DVBE/MB involvement, identify the work and the process that</p>	



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Change No.	Description	Location
	<p>will be used to select the firms to perform the work.</p> <p>Specific information regarding utilization of SB/DVBE/DBE/MB firms on each of the Principal Participants’ four (4) most recently completed projects.</p> <p>The information must include:</p> <ul style="list-style-type: none"> <li>• Project Name</li> <li>• Owner</li> <li>• Owner’s SB/DVBE/DBE/MB Compliance Officer</li> <li>• Goal established</li> <li>• Actual participation achieved</li> <li>• Year work was completed</li> <li>• Any SB/DVBE/DBE/MB firms with whom Principal Participants had formal partnering or mentoring relationships</li> <li>• Scope and type of work performed (design and/or construction)</li> </ul> <p>A description of any innovative measures undertaken to involve SB/DVBE/DBE/MB firms.</p> <p>Deleted the following from after “Specific information regarding utilization of SB/DVBE/DBE/MB Firms on each of the Principal Participants’ four (4) most recently completed projects”</p> <p>Right-of-Way Acquisition Plan Certification (Cert. 16)</p> <p>Certifying that:</p> <ul style="list-style-type: none"> <li>• Acquisition information including parcel maps, parcel access dates, and the updated right-of-way footprint, is complete for the requirements of the scope of the Work.</li> <li>• Contractor will work proactively with the Authority’s representative to resolve Right-of-Way Acquisition Plan changes and to adjust the Contractor’s construction schedule to accommodate these changes.</li> <li>• Contractor is able to construct the project in accordance with the Right-of-Way Acquisition Plan.</li> </ul> <p>Executive Summary</p> <p>The Executive Summary shall contain sufficient information to familiarize reviewers with the Proposer’s Project approach and its ability to satisfy the legal requirements of the Contract. It shall be limited to 10 pages inclusive of text, selected photographs, and sketches. At a minimum it must include the items identified in Section</p>	



**RFP Document:** Book 1, Part A-C, Subpart 1 – Instructions to Proposers, Certifications, and Forms New Document Revised Document Change Log Only

Change No.	Description	Location				
	<p>Part A.8.2.8.</p> <p>Inserted Row for Escrowed Proposal Documents with the following requirements in Form B, Proposal Checklist:</p> <p>“Proposer shall submit all documentary information generated in preparation of the Price Proposal as described in Part A.8.2.5 and including information identified in Part A.8.2.7.”</p>					
57	Replaced Form E, Price Break Down with the new Form E, Identification of Proposer Team Members with information broken down to the name of each participant and their role in the organization.	B.1, Pt C, Form C				
58	<p>Deleted the first three rows of the table for Form F, Contract Price.</p> <p>Deleted “(Subtotal of Above) after “Contract Price” in the fourth row (now first row) in Form F, Contract Price.</p> <p>Replaced “Warranty Option 1<sup>st</sup> Year” with “Utility Provisional Sum” with an amount of “\$25,000,000” in Form F, Contract Price.</p> <p>Replaced “Warranty Option 2<sup>nd</sup> Year” with “Construction Contract Work Provisional Sum” with an amount of “\$20,000,000 in Form F, Contract Price.</p> <p>Replaced the last four rows with the following three rows in Form F, Contract Price:</p> <table border="0" data-bbox="321 1234 1214 1348"> <tr> <td>“Building Hazardous Materials Provisional Sum</td> <td style="text-align: right;">\$8,000,000</td> </tr> <tr> <td>Total Provisional Sums:</td> <td style="text-align: right;">\$53,000,000</td> </tr> </table> <p>Total Contract Price [Contract Price + Total Provisional Sums]:”</p> <p>Deleted footnote number 2 “Prices for warranty options should include all costs associated with the extended warranties.” at the bottom of Form F, Contract Price.</p>	“Building Hazardous Materials Provisional Sum	\$8,000,000	Total Provisional Sums:	\$53,000,000	B.1, Pt C, Form F
“Building Hazardous Materials Provisional Sum	\$8,000,000					
Total Provisional Sums:	\$53,000,000					
59	Inserted row after “Officer-in-Charge” for “Project Manager/Director” in Form G, Key Personnel Matrix	B.1, Pt C, Form G				
60	Inserted “or if Principal or anyone representing the Principal performs any prohibited activities specified in the ITP,” after “(ITP)” in the second full paragraph of Form K, Proposal Bond.	B.1, Pt C, Form K				



**RFP Document:** Book 2, Part A, Subpart 1 – Signature Document New Document Revised Document Change Log Only

Change No.	Description	Location
1	Insert row for Addendum No. 7 details	B.2, Pt A.1, Cover Page
2	<p>Deleted the first three rows under "Item" in the Attachment B, Prices table.</p> <p>Deleted "(Subtotal of Above)" from after "Contract Price" in the Attachment B, Prices table.</p> <p>Inserted "\$25,000,000" as the amount allocated for Utility Provisional Sum, "\$20,000,000" as the amount allocated for Construction Contract Work Provisional Sum and a new row after that for "Building Hazardous Materials Provisional Sums" in the amount of "\$8,000,000" for a " Total Provisional Sum" in the amount of "\$53,000,000" in Attachment B, Prices.</p> <p>Deleted the six rows labeled for "Warranty Option Prices" after "Total Contract Price [Contract Price + Total Provisional Sums]" in Attachment B, Prices.</p> <p>Deleted "Prices for warrant options should include all costs associated with the extended warranties" as the first footnote in Attachment B, Prices.</p>	B.2, Pt A.1, Attachment B
3	<p>Moved "Guarantor has agreed to enter into this Guarantee" from the end of the second bullet to the beginning of the sentence at Section B of Attachment G, Guaranty.</p> <p>Moved the following to be the last sentence of the second sub-bullet under the second main bullet of Section C of Attachment G, Guaranty:</p> <p>"Provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit."</p> <p>Insert "or any other Person" after "Contractor" in the fourth line of the first sub-bullet under the third main bullet under Section C of Attachment G, Guaranty.</p> <p>Inserted "any of" after "may do" in the third paragraph under the fourth main bullet under Section C of Attachment G, Guaranty.</p> <p>Deleted the following as the first and fourth sub-bullet to the fifth main bullet under Section C of Attachment G, Guaranty:</p> <p>"Any right to require the Authority to Proceed against the Contractor or any other Person or to proceed against or exhaust any security held by the Authority at any time or to pursue any right or remedy under an of the Contract Documents or any other remedy in the Authority's power before proceeding against Guarantor;</p> <p>Any right or defense arising out of an election of remedies by the Authority</p>	B.2, Pt A.1, Attachment G



**RFP Document:** Book 2, Part A, Subpart 1 – Signature Document

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Change No.	Description	Location
	<p>even though the election of remedies has been destroyed the Guarantor’s right of subrogation and reimbursement against the Contract by the Operation of by the Operation of law Section 580d of the California Code of Civil Procedure or otherwise or otherwise;”</p> <p>Deleted “, to the Contractor” from after “Guarantor” and inserted “, provided that the foregoing shall not be constructed as a waiver of any defense based on failure to provide required notices to the Contractor;” in the fifth sub-bullet under the fifth main bullet of Section C of Attachment G, Guaranty.</p> <p>Deleted the following as the eighth and ninth sub-bullets under the fifth main bullet of Section C of Attachment G, Guaranty:</p> <p>“Any defense arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of the Contractor or any other Person from any cause other than indefeasible performance in full of the Guaranteed Obligations;</p> <p>- Any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety’s or guarantor’s obligation in proportion to the principal obligation, including, without limitation, all rights and benefits under Section 2809 of the California Civil Code purporting to reduce a guarantor’s obligation in proportion to the obligation of the principal;”</p> <p>Replaced “unless said” with “except with respect to a” after “Obligations” and “provided that no defense may be asserted with respect to any” with “other than any such” in the sixth (previously tenth) bullet under the fifth main bullet of Section C of Attachment G, Guaranty.</p> <p>Replaced “indefeasibly paid” with “performed” in the first line of the paragraph under the sixth bullet of Section C of Attachment G, Guaranty.</p>	

**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

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Change No.	Description	Location
1	Updated the revision table to provide the addendum no. 7 release details for the Special Provisions.	B.2, Pt A.2, Cover Page



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
2	<p>Replaced "by the price for Construction Package 1C set forth in the Signature Document. Such changes shall be evidenced by a Change Order" with "through a deductive Change Order" in the fifth paragraph under Section 2, Notice to Proceed.</p> <p>Replaced two instances of "by" with "on or before" in the two paragraphs under Section 3, Completion Deadlines.</p> <p>Inserted the following at the end of the paragraph under Section 4, Maintenance of Access:</p> <p>"Additionally, the Contractor shall maintain access to the business at parcel APN 504-140-12 through the access in APN 504-140-11, at all times during construction and after completion of the Project. Contractor shall coordinate with business owner to maintain sufficient parking area east of main alignment."</p>	B.2, Pt A.2, Page 2
3	<p>Inserted "Building Hazardous Materials Provisional Sum" as the third bullet under Section 6, Provisional Sums.</p> <p>Deleted "To the extent of any available funds in the Utility Provisional Sum," and capitalized "If" then inserted the following to the end of the second paragraph under Section 6, Provisional Sums:</p> <p>"(to the extent of any available funds in the Utility Provisional Sum), or the Authority shall pay for said Change Order with other funds."</p> <p>Deleted "To the extent available funds remain in the Construction Contract Work Provisional Sum," capitalized "The" in the first line, replaced "Owner" with "Authority-" and inserted "(not otherwise in the Work)" in the second and third lines then inserted the following to the end of the third paragraph and as a new fourth paragraph under Section 6, Provisional Sums.</p> <p>"(to the extent of any available funds in the Construction Contract Work Provisional Sum), or the Authority shall pay for said Change Order with other funds."</p> <p>If the Contractor is entitled to a Change Order pursuant to the "Hazardous Materials" clause (Section 43) of the General Provisions for additional costs attributable to Hazardous Materials in buildings, fixtures or other improvements, the Authority may elect, in its sole discretion, to pay for said Change Order with funds from the Building Hazardous Provisional Sum (to the extent of any available funds in the Build Hazardous Materials Provisional Sum), or the Authority shall pay for said Change Order with other funds."</p> <p>Replaced the following with "at any time" first line of the new fifth (previously fourth) paragraph under Section 6, Provisional Sums:</p>	B.2, Pt A.2, Pages 5-6



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>“following achievement of Final Acceptance and resolution of all claims and disputes relating to the Work (including all claims and stop notices of Subcontractors, laborers and Third Parties relating to the Work)”</p> <p>Inserted “the Authority may elect to deduct” after “Sum”, deleted “will be deducted” after “balance”, deleted “shall be” and replaced “credit” with “credited” and inserted “such amount” after “Sum and” in the second line and replaced the following with “at any time” in the third line of the fifth paragraph under Section 6, Provisional Sums:</p> <p>“following achievement of Final Acceptance and resolution of all claims and disputes relating to the Work (including all claims and stop notices of Subcontractors, laborers and Third Parties relating to the Work)”</p> <p>Inserted “the Authority may elect to deduct” after “Sum”, deleted “will be deducted” from after “balance”, replaced “credit” with “credited”, inserted “such amount” after “Sum and” in the fifth line then inserted the following at the end of the fifth paragraph under Section 6, Provisional Sums:</p> <p>“If, at any time, a positive balance remains in the Building Hazardous Materials Provisional Sum, the Authority may elect to deduct the balance from the Building Hazardous Materials Provisional Sum and credit such amount to the Authority.”</p>	
4	<p>Deleted hyperlinks to the separate Final EIR/EIS and Draft EIR/EIS under Section 8, Environment.</p> <p>Insert “draft” after “both” in the sentence regarding the comment period for the environmental documents closure under Section 8, Environment.</p> <p>Inserted “Merced to Fresno” after “in the” and replaced “for the project” with the following at the end of the second full paragraph under Section 8, Environment:</p> <p>“On April 20, 2012, the Authority and FRA released a Final EIR/EIS for the Merced to Fresno section. The Authority Board certified the Final EIR/EIS on May 3, 2012, and filed a Notice of Determination (NOD) with the State Clearinghouse on May 4, 2012. The FRA issued its Record of Decision (ROD) on September 18, 2012.”</p> <p>Replaced the following as the third and fourth full paragraph under Section 8, Environment:</p> <p>“The Authority and FRA then released the Final EIR/EIS for the Merced to Fresno HST Project on April 20, 2012. On May 3, 2012, the Authority Board certified the Final EIR/EIS and adopted the Hybrid Alternative as the north/south alignment (excluding the Wye). On May 4, 2012, a Notice of Determination (NOD) was filed with the State Clearinghouse. The FRA</p>	B.2, Pt A.2, Page 7



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>issued its Record of Decision (ROD) on September 18, 2012.</p> <p>In response to public input on the Draft Fresno to Bakersfield environmental document, the Authority and FRA prepared and on July 20, 2012, released a Revised Draft EIR/Supplemental Draft EIS (DEIR/EIS) for the Fresno to Bakersfield HST Project for additional public comment. The comment period for the revised DEIR/EIS closes on October 20, 2012. The Fresno to Bakersfield Final EIR/EIS is anticipated in the spring of 2013 after which Authority Board approval of the final document and subsequent ROD/NOD is anticipated by June of 2013.”</p> <p>And replaced them with the following:</p> <p>“In response to public input during the initial comment period for the Draft Fresno to Bakersfield environmental document, the Authority and FRA subsequently prepared and released a Revised Draft EIR/Supplemental Draft EIS (RDEIR/SDEIS) for the Fresno to Bakersfield HSR Project for additional public comment on July 20, 2012. The comment period for the RDEIR/SDEIS closed on October 20, 2012. The Authority and FRA will consider any additional comments received by the deadline, identify a preferred alignment alternative for the Fresno to Bakersfield HSR project, and the Authority will obtain all necessary State and Federal agency approvals. The release of the Fresno to Bakersfield Final EIR/EIS is anticipated in the spring of 2013 after which Authority Board and FRA action on the final document and subsequent NOD/ROD is anticipated by summer 2013. No NTP will be issued for any construction activity until issuance of the relevant NOD/ROD.</p> <p>To the extent the cost of, or the time required for, performance of the Work, materially increases based on the Final EIR/EIS for the Fresno to Bakersfield HST Project as compared to the DEIR/EIS (except changes required as a result of Contractor-initiated changes to the Project), the Contractor shall be entitled to an equitable adjustment in accordance with the “Changes” clause (Section 1717) of the General Provisions. To the extent the cost of, or the time required for, performance of the Work, materially decreases based on the Final EIR/EIS for the Fresno to Bakersfield HST Project as compared to the DEIR/EIS, the Authority shall be entitled to an equitable adjustment in accordance with the “Changes” clause (Section 1717) of the General Provisions.”</p>	
5	<p>Deleted the following after the first sentence but before the last sentence of the first paragraph under Section 8.1, Environmental Approvals and Permits:</p> <p>“The Authority is obtaining a permit for the entire HST section based on a minimum of 15 percent design (with the exception of the Central Valley Flood Protection Board encroachment permits, the application for which will</p>	B.2, Pt A.2, Pages 8



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>require submittal of 65 percent design). Subsequently the Contractor shall obtain clearances from the applicable agencies for the Construction Package when subsequent design results in impacts that are different than the permits obtained by the Authority. It may be the case that an Agency may request to review the Contractor's design to verify that the design is consistent with the permit that was issued to the Authority."</p> <p>Inserted the following as a new second paragraph under Section 8.1, Environmental Approvals and Permits:</p> <p>"Notwithstanding the "Permits, Fees and Notices" clause (Section 7.7) and the "Environmental Requirements" clause (Section 42) of the General Provisions, all preconstruction work outlined in the Archaeological Treatment Plan (ATP) and the Built Environment Treatment Plan (BETP) will be completed by the Authority within 60 days of parcel acquisition."</p> <p>Deleted "therefore as" from after "deadline" in the third paragraph of Section 8.1, Environmental Approvals and Permits.</p> <p>Inserted "the" after "Notwithstanding" and "clause" after "Notices" and "the" after "and" in the first line then "clause" after "requirements" in the second line of the fourth paragraph under Section 8.1, Environmental Approvals and Permits.</p> <p>Inserted ", including temporary shoofly construction required for CP1B" after "track" in the third line and replaced "track" with "area" in the last line of the fifth paragraph under Section 8.1, Environmental Approvals and Permits.</p>	
6	<p>Deleted the following as the first paragraph under Section 9, Warranty:</p> <p>"In addition to the warranties required by the "Warranty" clause (Section 7.8) of the General Provisions, the Contractor warrants that the Project, other than elements of the Project that will be owned by Third Parties, remains in the same condition as it is in at Final Acceptance excluding normal wear and tear and any work performed by or damage caused by contractors other than Contractor-Related Entities working at the Site. Also excluded from the warranty is performance of security services. During the warranty period, the Contractor shall be subject to the "Risk of Loss; Protection of Existing Site" clause (Section 7.9) of the General Provisions, subject to the "Use and Possession Prior to Completion" clause (Section 7.15) of the General Terms, provided that during the warranty period the Contractor shall not be responsible for rebuilding, repairing and restoring work not performed by Contractor-Related Entities."</p> <p>Deleted the following after the first sentence of the second paragraph under Section 9, Warranty:</p> <p>"This initial warranty shall be priced in the Contract Price. The Authority</p>	B.2, Pt A.2, Pages 9-10



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

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Change No.	Description	Location
	<p>also has up to five options to extend the initial warranty period in one-year increments (up to five additional years) at any time before the expiration of any ongoing warranty period by notifying the Contractor of (i) its intent to exercise its option to extend the warranty, (ii) the length of the extension and (iii) the price of the extension. If the Authority exercises all five one-year warranty extension options, the total warranty period will be seven years.”</p> <p>Deleted the following as the third paragraph under Section 9, Warranty:</p> <p>“For each option to extend the warranty under this “Warranty” clause that the Authority elects to exercise, the Contract Price will be increased by the Warranty Option price or the sum of the Warranty Option prices as set forth in the Signature Document for each one-year extension of the warranty period that the Authority exercises (the “Extended Warranty Price”). For example, if the Authority initially elects to extend the warranty by three years, the initial Extended Warranty Price shall be the sum of the Warranty Option 1st Year price, the Warranty Option 2nd Year price and the Warranty Option 3rd Year price. If the Authority subsequently elects to extend the warranty by a fourth year, the subsequent Extended Warranty Price shall be the Warranty Option 4th Year price.”</p> <p>Replaced “Master” with “Cooperative” in three instances in the bullets under Section 9, Warranty.</p> <p>Deleted “(not subject to the Authority’s option to extend the warranty up to five years)” at the end of both bullets under Section 9, Warranty.</p> <p>Deleted the following as the last bullet under Section 9, Warranty:</p> <p>“For each option that the Authority exercises, if any, the Contractor may elect to provide to the Authority a letter of credit in form acceptable to the Authority for the warranty period as security for the Contractor’s continuing obligations under the Contract, in the amount of the Extended Warranty Price, prior to the expiration of the current warranty period, in lieu of the replacement performance bond.”</p>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
7	<p>Inserted the following at the beginning of the paragraph after lowercasing "the" before "Contractor" in the first paragraph under Section 10, Insurance:</p> <p>"Without limiting the Contractor's indemnification of the Indemnified Persons, and prior to commencement of Work,"</p> <p>Replaced "procure and" with "obtain, at its own expense, and continuously" after "Contractor shall" then replaced ", or cause to be maintained" with "in full force and effect, the" and replaced "as" with "coverages" in the first two lines of the first paragraph under Section 10, Insurance.</p> <p>Inserted the following as a new third sentence of the first paragraph under Section 10, Insurance:</p> <p>"All limits of insurance set forth below are in U.S. dollars. Each policy of insurance of the type and amounts described below shall in a form satisfactory to the Authority."</p> <p>Deleted "I" from the reference to "Class VII" in the fourth sentence, replaced "and" with "including the" and deleted "(s)" from the end of "period" in the fifth sentence of the paragraph under Section 10, Insurance.</p> <p>Inserted the following at the end of the paragraph under Section 10, Insurance:</p> <p>"The Contractor may use any combination of corporate insurance policies, project-specific policies, or a contractor controlled insurance program ("CCIP") provided that the selected policies comply with all of the requirements in this "Insurance" clause. In the event that an insurer providing any of the insurance policies becomes the subject of bankruptcy proceedings, becomes insolvent, or is the subject of an order or directive limiting its business activities given by any Governmental Person, including the State Department of Insurance, the Contractor shall exercise best efforts to promptly, and at its sole cost and expense, secure alternative coverage in compliance with the insurance requirements contained in this "Insurance" clause so as to avoid any lapse in insurance coverage."</p>	B.1, Part A.2, Page 10
8	<p>Replaced "Worker's" with "Workers" and inserted "and Employer's Liability" in the title of Section 10.1.1.</p> <p>Replaced the following after "less than" in the third line of the paragraph under Section 10.1.1, Workers' Compensation and Employer's Liability:</p> <p>"\$2,000,000 per accident. If applicable, the Contractor and its subcontractors shall also provide coverage for claims asserted under the Longshoremen's and Harbor Workers Compensation Act (LHWCA) and the Jones Act, as required"</p>	B.1, Part A.2, Page 11-12



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

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Change No.	Description	Location
	<p>With the following:</p> <p>"\$1,000,000 each accident for bodily injury, for bodily injury by disease and policy limit for bodily injury by disease. Employer's liability primary insurance shall be scheduled under any excess or umbrella liability policy provided to comply with these specifications"</p> <p>Inserted the following after the paragraph under Section 10.1.1, Workers' Compensation and Employer's Liability:</p> <p>"The workers' compensation policies shall provide the following:</p> <ul style="list-style-type: none"> <li>i. A waiver of subrogation in favor of the Authority and the Indemnified Persons;</li> <li>ii. A provision extending coverage to all states operations;</li> <li>iii. A voluntary compensation endorsement;</li> <li>iv. An alternative employer endorsement;</li> <li>v. Coverage for liability under the United States Longshore and Harbor Workers' Compensation Act on an "if any" basis or as otherwise appropriate;</li> <li>vi. Coverage for liability under Title 46 of the United States Code § 688 ("Jones Act") on an "if any" basis or as otherwise appropriate; and</li> <li>vii. An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act on an "if any" basis or as otherwise appropriate." <p>Inserted the following between "liability" and "written" in the third line of the first paragraph under Section 10.1.2, Commercial General Liability:</p> <p>"specifically and exclusively for the Project, Project ROW and Site, or shall obtain a separate project-specific general aggregate limit under Contractor's corporate program of insurance. Coverage shall be"</p> <p>Deleted the following as the last sentence under the first paragraph under Section 10.1.2, Commercial General Liability:</p> <p>"The commercial general liability insurance shall include, but not be limited to, coverage for liability arising out of:</p> <ul style="list-style-type: none"> <li>i. Fire legal liability (not less than the replacement value of the portion of the premises occupied)</li> <li>ii. Blanket contractual</li> <li>iii. Independent contractors</li> </ul> </li></ul>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

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Change No.	Description	Location
	<p>iv. Premises operations</p> <p>v. Products and completed operations for a minimum of six years following Final Completion and</p> <p>vi. Work within 50 feet of a railroad</p> <p>This coverage shall have an annual minimum limit of \$2,000,000 per occurrence, \$4,000,000 general annual aggregate and \$4,000,000 products/completed operations aggregate. The Contractor and its Subcontractors shall name the Authority and the Indemnified Persons as additional insured with respect to liability arising out of the Project, or any acts, errors or omissions of any Contractor-Related Entity.”</p> <p>Inserted the following after the first paragraph under Section 10.1.2, Commercial General Liability:</p> <p>“The policy or policies shall be endorsed to remove exclusions pertaining to railroads. There shall be no “contractors limitation” endorsements as that term is defined as of the date of this agreement in the Glossary of Insurance and Risk Management Terms published by the International Risk Management Institute (<a href="http://www.irmi.com/online/insurance-glossary/default.aspx">http://www.irmi.com/online/insurance-glossary/default.aspx</a>), that have not been reviewed and approved by the Authority or its designated representatives. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured contract. Any additional insured coverage provided under this policy shall include coverage for loss caused by acts or omissions of those acting on behalf of Contractor.</p> <p>The commercial general liability insurance coverage shall have limits of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate and \$4,000,000 products/completed operations aggregate and shall be scheduled under the umbrella/excess policy described below. Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute either through continuous maintenance of completed operations coverage in the Contractor’s corporate insurance program, including an endorsement providing completed operations coverage for additional insureds, or by purchase of extended completed operations coverage for a project-specific policy. If project-specific coverage through statutory exposure is not commercially available, completed operations coverage shall extend for at least ten years from project completion. If a project-specific policy is provided, the Contractor shall be the named insured and each of the Indemnified Persons shall also be a named insured as to any loss or liability arising out of or in any way related to the Project, Project ROW or Site. If the Contractor’s corporate program is used with a project-specific general aggregate limit, each of the Indemnified Persons shall be a named insured</p>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

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Change No.	Description	Location
	under that policy.”	
9	<p>Replaced the following as the paragraph under Section 10.1.3, Automobile Liability Insurance:</p> <p>“The Contractor and its Subcontractors shall provide Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence combined single limit, with the Authority and the Indemnified Persons named as additional insureds.”</p> <p>With the following:</p> <p>“The Contractor shall obtain and maintain and shall require all Subcontractors of all tiers to obtain and maintain a business auto liability policy or policies. Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance, or use of all vehicles connected with performance of the Work, including loading and unloading. Contractor auto liability policies shall cover “any auto” (symbol 1) or shall be specifically endorsed to include liability coverage on an excess basis for vehicles owned or operated by Contractor’s subcontractors. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CA 00 01. The minimum combined single limit for primary coverage is \$1,000,000 per accident, however coverage must be scheduled under excess or umbrella insurance as described in the next paragraph. Policies shall include as an insured anyone liable for the conduct of an insured as defined in the policy, or shall add as insureds, the Indemnified Persons. For any contractor of any tier, including the Contractor, who will be involved in any way with the transportation of Hazardous Materials using its own vehicles, pollution liability coverage at least as broad as that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided and the automobile liability insurance policies shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) with a sublimit of no less than \$1,000,000.”</p> <p>Replaced “provide” with “obtain and maintain” in the first line, inserted “annual” after “with” in the second line, replaced “coverage at east as broad as” with “the primary general liability, auto liability and employers’ liability insurance requiredcoverage set forth in this “Insurance”” in the second and third lines, deleted “(other than this “Excess/Umbrella Liability Insurance” clause), in excess of the amounts set forth in this “Insurance” clause (other than this “Excess/Umbrella Liability Insurance” clause)” in the fourth and fifth lines of the paragraph under Section 10.1.4, Excess/Umbrella Liability Insurance.</p> <p>Replaced “Contractor” with “policy or policies”, “name the Authority and”</p>	B.1, Part A.2, Page 13



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>with "include", "additional insured" with "named insureds" in the six and seventh lines of the first paragraph under Section 10.1.4, Excess/Umbrella Liability Insurance.</p> <p>Inserted the following at the end of the paragraph under Section 10.1.4, Excess/Umbrella Liability Insurance:</p> <p>"Coverage shall be extended to all insureds for completed operations. The Contractor may use its corporate insurance program or a combination of corporate insurance and stand-alone policies to meet this requirement provided that the general aggregate limits available for the Project are not subject to erosion by losses on other projects not related to the Project. Such policy or policies shall include the following terms and conditions:</p> <ul style="list-style-type: none"> <li>i. Policies shall contain a drop down feature requiring the policy to respond in the event that any primary insurance limits are exhausted or for occurrences covered by an umbrella policy but not covered in the underlying insurance;</li> <li>ii. Policies shall be "follow form" and shall provide coverage at least as broad as found in the underlying primary policies; and</li> <li>iii. There shall be no "contractors limitation" endorsements as described in Section 10.1.2, that have not been reviewed and approved by the Authority or its designated representatives." </li></ul>	
10	<p>Replaced "The" with "During all phases of the Project, the", "provide" with "obtain and maintain", deleted "shall", inserted "others, as appropriate," after "cause", replaced "be maintained" with "obtain and maintain" after "to" in the first and second lines of the first paragraph under Section 10.1.5, Professional Liability Insurance.</p> <p>Replaced "coverage" with "insurance, including design build contractor's professional liability and liability for design professional services covering professional services performed in connection with this Agreement," in the third, fourth and fifth lines of the first paragraph under Section 10.1.5, Professional Liability Insurance.</p> <p>Replaced "25,000,000" with "10,000,000" after "than" and inserted "and the aggregate" in the last line of the first paragraph under Section 10.1.5, Professional Liability Insurance.</p> <p>Replaced "The professional liability coverage shall protect against any negligent act, error" with "No self-insured retention for the Contractor" before "or", then replaced "omission arising out of" with "lead" before "design", replaced "engineering" with "entity shall exceed \$500,000 without prior written approval from the Authority, or its authorized representatives, in its good faith discretion. Coverage shall apply specifically to professional" before "activities", replaced "with respect to" with "performed</p>	B.1, Part A.2, Page 14



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>under” and “project” with “Contract Documents” in the first four lines of the second paragraph of Section 10.1.5, Professional Liability Insurance.</p> <p>Inserted “(ies)” after policy, and the following after “have a” and created the second paragraph under Section 10.1.5, Professional Liability Insurance:</p> <p>“retroactive date consistent with the inception of the first date of design or project or construction management activities, and no later than the date on which the RFP was issued.”</p> <p>Inserted the following before “an extended reporting period” in the newly formed third paragraph under Section 10.1.5, Professional Liability Insurance:</p> <p>“The Contractor agrees to maintain or to require its design professionals to maintain, as appropriate, this required coverage for a period of no less than three years after Substantial Completion or to purchase”</p> <p>Replaced “of not less than five years form the date of Final Acceptance:” with the following at the end of the last paragraph under Section 10.1.5, Professional Liability Insurance:</p> <p>“for no less than three years after Substantial Completion. If the Contractor is working with a separate lead design entity, Contractor shall require the lead design entity to agree to maintain this coverage for a period of no less than three years after Substantial Completion or to purchase an extended reporting period for no less than three years after Substantial Completion”</p> <p>Replaced “caused to be maintained, environmental Liability” with the following to created two separate paragraphs under Section 10.1.6, Environmental Liability:</p> <p>“obtain and maintain contractor’s pollution liability (CPL) insurance with a total limit of liability of no less than \$10,000,000 per loss and \$10,000,000 in the aggregate per policy period dedicated to this Project. Contractor may use a corporate CPL program, provided that coverage extends for a minimum 10-year period as described in the next paragraph and provided that a separate limit is available exclusively to the Project.</p> <p>The CPL shall be obtained on an occurrence basis for a policy term inclusive of the entire period of construction. The CPL shall provide for a minimum 10-year coverage period, including the construction period and an extended reporting period. If an occurrence-based form is not available, coverage may be provided under a claims-made form provided that the 10 year-coverage and claim reporting period is provided either through an extended reporting period, or through continuous maintenance of”</p> <p>Deleted “on a claims made basis” after “coverage”, replaced “limits of not</p>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	less" with "no advancement of a retroactive date that is no later" and inserted "commencement of the Work" at the end of the second paragraph under Section 10.1.6, Environmental Liability.	
11	<p>Created a third paragraph after deleting "\$25,000,000 per claim", inserted "CPL" before "policy" and inserted the following as the third and fourth paragraph under Section 10.1.6, Environmental Liability:</p> <p>"coverage for investigation, removal, and remediation costs including monitoring or disposal of contaminated soil, surface water, groundwater or other contamination to the extent required by environmental laws caused by pollution conditions resulting from covered operations; third-party bodily injury and property damage, provided that the third-party property damage liability coverage includes loss of use of damaged property or of property that has not been physically injured or destroyed, resulting from pollution conditions caused by construction operations. The policy shall have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway or for lead or asbestos.</p> <p>Coverage as required in this paragraph shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL shall also provide coverage for transportation and off-Site disposal of materials and for testing, monitoring, measuring operations, or laboratory analysis."</p> <p>Created a fifth and final paragraph after deleting "the Authority and" then inserted the following under Section 10.1.6, Environmental Liability:</p> <p>"Each of the Indemnified Persons shall be named insureds. The policy shall not contain any provision or exclusion (including any so-called "insured versus insured" exclusion or "cross-liability" exclusion) the effect of which would be to prevent, bar, or otherwise preclude any insured or as additional insured under the policy from making a claim which would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy."</p>	B.1, Part A.2, Page 15
12	<p>Deleted "with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor Replaced Entity, The policy shall have a five year extended reporting period and cover claims made on and prior to Final acceptance and claims made after Final Acceptance but within the extended reporting period" and replaced with the following as the first and second paragraphs under the section 10.1.7, Property Insurance (Course of Construction), previously entitled "Builder's All Risk":</p> <p>"The Contractor shall, upon commencement of construction and with</p>	B.1, Part A.2, Page 16



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>approval of the Authority, obtain and maintain a policy of builder’s risk insurance for the Project as specified below. The policy may be provided through a Contractor corporate master program policy or through a stand-alone policy as long as all of the requirements of this section are met. Coverage shall apply to those portions of the Project comprising high value assets subject to loss from a single occurrence. Examples of such assets include materials, temporary buildings, falsework, bridges, connectors, off ramps, and other structures or items. The Contractor may elect to with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity. The policy shall have a five year extended reporting period and cover all property at a lower blended rate if such a strategy would result in lower premium, or result in broader coverage at a lower or equivalent premium.</p> <p>Coverage for each asset should be applicable only for the period of construction of the specific asset and should end when the asset is put to its intended use or as otherwise approved and accepted by the Authority, which end of coverage must be approved by the Authority claims made on and prior to termination thereof. The Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to the Authority.”</p> <p>Inserted “named insureds shall be” between “The” and “Contractor”, replaced “shall provide, or cause to be maintained, builder’s” with a comma after “Contractor”, replaced “, the Authority” with “(excluding those solely responsible for design Work) of any tier, suppliers”, inserted “. Coverage extended to the Indemnified Persons shall not be limited by use of the phrase “” after “Persons”, deleted “respective” after “their” and replaced “The insurance shall be maintained until Final Acceptance” with a period and quotation mark after “appear”.</p> <p>Inserted “Minimum Scope” as new section 10.1.7.1.</p> <p>Repalced “The policy” with “Coverage” and “written” with “provided” after “shall be”, inserted “insurance policy on an” after “builder’s risk” in the first line; replaced “form” after ““all risk”” with the following in the second and third lines of the first paragraph under Section 10.1.7.1, Minimum Scope:</p> <p>“basis. Such coverage may be provided under a master builder’s risk program or may be provided under a project-specific policy, whichever provides the broadest coverage. Such insurance shall be”</p> <p>Replaced “, but not limited to” with the following as the new second paragraph and introductory sentence to the list under Section 10.1.7.1, Minimum Scope:</p> <p>“using a completed value form reasonably acceptable to the Authority to ensure adequacy of terms and sublimits.</p>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>The policy shall cover all property, roads, buildings, bridge structures, other structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the portions or elements of the Project, and the works of improvement, including permanent and temporary works and materials, and including goods intended for incorporation into the works located at the Project Right of Way, in storage or in the course of transit to the Project Right of Way and all improvements that are within the Project Right of Way. The policy shall not cover tools or equipment used by any contractor to perform their work. Such tools and equipment are the sole responsibility of the contractor who owns or uses such tools.</p> <p>The builder's risk policy must include coverage for:"</p> <p>Deleted "Coverage for" and capitalized "Any", then replaced the comma with "or" after "workmanship", then replaced ", materials, omissions or deficiency in design or specifications" with a semicolon in item "i" under Section 10.1.7.1, Minimum Scope.</p> <p>Deleted "Coverage against damage or loss caused by earth movement, flood, fire, theft, vandalism and malicious mischief and accidental breakdown of machinery", replaced "Coverage during" with "Machinery accidents and" and inserted ", if applicable" after "testing in item "ii" under Section 10.1.7.1, Minimum Scope.</p> <p>Deleted "Coverage for" and capitalized "Removal", replaced "Coverage for" with ", with a sub-limit of 25% of the loss or a sublimit of no less than \$20,000,000, and insuring the", deleted "including temporary structures;", inserted ", materials" after "equipment", and replaced "property" with "properties" in item "iii" under Section 10.1.7.1, Minimum Scope.</p> <p>Replaced "coverage" with "Transit", inserted "the supplier or through a separate" after "insured by", replaced "insurance"; a "50/50 Clause" and Sub" with "policy), with sub" and deleted "(e.g. specialized crane, specialized rail car, TBM, etc.)" in item "iv" under Section 10.1.7.1, Minimum Scope.</p>	
13	<p>Inserted the following as an addition to the listing above under Section 10.1.7.1, Minimum Scope:</p> <ul style="list-style-type: none"> <li>i. Sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site;</li> <li>ii. Collapse;</li> <li>iii. Terrorism;</li> <li>iv. Earthquake;</li> </ul>	B.1, Part A.2, Page 17



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>v. Flood;</p> <p>vi. Plans, blueprints and specifications; and</p> <p>vii. Demolition and increased cost of construction as required by law or ordinance with a sub-limit of no less than \$20,000,000..</p> <p>There shall be no coinsurance penalty provision in any such policy. Deductibles or self-insured retentions for all risk coverage and flood shall be no greater than \$500,000 unless otherwise approved by the Authority. Deductibles for earthquake shall be no greater than 5% of the total value insured at the time of loss. All deductibles or self-insured retentions shall be the responsibility of the Contractor.</p> <p>The policy shall provide a "severability of interests provision," or "multiple insured's clause" or similar wording that the policy shall apply to each insured as if a separate policy had been issued to each insured except as to limits."</p> <p>Deleted the following as the last paragraph under Section 10.1.7.1, Minimum Scope:</p> <p>"The policy shall have a minimum policy limit of the "replacement cost value" based on "maximum probable loss" for each segment, except for earth movement and flood coverage. In satisfaction of the requirements of subsection (vi) above concerning "ocean marine coverage," Contractor may obtain separate ocean marine insurance on an "all risk" basis known as "Institute Cargo Clauses (A)," including war, riots and strikes, covering all materials and equipment associated with the Work at full replacement value while in transit, shipment and/or moorage until the date of Final Acceptance. In any policies procured pursuant to this subsection, deductibles or self-insured retentions shall be no greater than \$100,000 for all perils, except for two percent of the segment value for earth movement and flood perils."</p> <p>Inserted the following as the new section 10.1.7.2, Minimum Limits:</p> <p>"Coverage shall be the broadest coverage commercially available for "all risks" of direct physical loss or damage. The policy shall provide coverage per occurrence up to the full replacement cost or a \$100,000,000 loss limit, provided however, that the policy may include appropriate sublimits for earthquake, earth movement, tsunami and flood but in no event less than \$50,000,000 aggregate each for earthquake and flood. If a Probable Maximum Loss (PML) limit option is used, then the study supporting the PML must be provided to the Authority, and the PML may be used as an alternative only if it is approved, in writing, by the Authority. At its option, the Authority may provide a PML obtained at Authority expense. If the Authority accepts the PML so obtained, the Authority may authorize the Contractor to obtain coverage with a loss limit less than full replacement</p>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	cost. Any additional insurance premium for higher limits required by the Authority shall be paid for by the Authority through a change order. Any reduction in insurance premium shall be credited to the Authority through a deductive change order."	
14	<p>Inserted "Liability" after "Railroad Protective" in the title for Section 10.1.8.</p> <p>Deleted "If applicable," and capitalized "The" in the first line and inserted the following at the end of the paragraph under Section 10.1.8, Railroad Protective Liability:</p> <p>"Coverage shall be written on ISO occurrence form CG 00 35 (or substitute form providing equivalent coverage) on behalf of any railroad as a Named Insured, with a limit of not less than \$25,000,000 per occurrence and an aggregate of \$25,000,000."</p> <p>Deleted the following as section 10.1.9, Contractor's Equipment:</p> <p>"If applicable, the Contractor and its subcontractors shall maintain throughout the term of the Contract, Contractor's Equipment insurance covering loss or damage to their respective equipment, tools and other property. In the event the Contractor or its Subcontractors choose to self-insure part or all of their respective equipment, prior written acceptance by the Authority shall be obtained."</p> <p>Section 10.1.10, Aircraft Liability renumbered as Section 10.1.9.</p> <p>Deleted "and in a limit of not less than \$2,000,000 per passenger seat, including crew" from the tenth line, replaced "name the Authority, and" with "include" after "shall" in the eleventh line, replaced "additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor Related Entity" with "insureds" in the paragraph under Section 10.1.9, Aircraft Liability.</p> <p>Renumbered Section 10.1.11 Marine Liability as section 10.1.10 and replaced "Marine" with "Watercraft".</p>	B.1, Part A.2, Page 18
15	<p>Replaced the following as the paragraph under Section 10.1.10, Watercraft Liability:</p> <p>"If applicable, the Contractor shall provide, or cause to be maintained, marine protection and indemnity (P&amp;I) insurance for all liabilities arising out of the operation of a watercraft or vessel used on the Project that is owned, leased or chartered by any Contractor-Related Entity or its subcontractors of any tier. In the event that marine related activities are to be performed exclusively by subcontractors, the Contractor shall require such subcontractors to satisfy the requirements of this Section 10.1.11, Marine Liability. The policy shall include, but not be limited to coverage for</p>	B.1, Part A.2, Page 19



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>bodily injury, illness and/or loss of life to any person or crew member (including any and all claims arising pursuant to the Jones Act and claims for maintenance and cure), damage to cargo while loading, carrying or unloading cargo, damage to piers and docks, pollution liability, and removal of wreckage as required by Law. Such coverage shall have limits of not less than \$10,000,000 per occurrence. If any watercraft or vessels are leased or chartered with crew, evidence of non-owned watercraft liability ("Charterer's Liability") insurance complying with the requirements of this Section 10.1.11, Marine Liability will be acceptable but shall be provided to the Authority prior to use of the watercraft or vessel. The Authority and the Indemnified Persons shall be additional insured with respect to liability arising out of the Project or any acts, errors or omissions of any Contractor-Related Entity."</p> <p>With the following paragraph:</p> <p>"The Contractor shall provide, or cause to be provided, liability insurance covering the ownership, use, maintenance, loading or unloading of watercraft related to the performance of the Work or any other operations contemplated under the Contract. Policies shall provide a limit of not less than \$10,000,000 per occurrence or higher limits as may be required by the Authority, in all cases where any watercraft is used on the Project that is owned, leased, hired, or chartered by any Contractor-Related Entity. Coverage may be provided through any combination of commercial general liability, marine general liability, or protection and indemnity insurance provided that all watercraft operation is covered, regardless of watercraft size. Such coverage may be arranged in any combination of primary and excess policies, all of which shall include the Indemnified Persons as insureds and shall explicitly waive subrogation against the Indemnified Persons."</p> <p>Replaced "and" with a comma and inserted "and Self-Insured Retentions" in the section title for 10.2.1, Premiums, Deductions and Self-Insured Retentions.</p> <p>Deleted ", and/or its Subcontractors" from the first line, inserted "The Indemnified Persons have no obligation to pay any premium" in the second line, replaced "insurance provided hereunder" with "any insured," and deleted ", and/or its subcontractors" in the third line, inserted the following after "deductibles in the fourth line of the paragraph under Section 10.2.1, Premiums, Deductibles and Self-Insured Retentions:</p> <p>"or self-insured retentions. Any deductible or self-insured retention maintained by the Contractor over \$500,000 must be declared and approved by the Authority except for earthquakes as provided in Section 10.1.7. At the option of the Authority, the insurer shall either reduce or eliminate such deductible or self insured retention with respect to the Indemnified Persons; or the Authority in its good faith discretion, may</p>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	require posting of collateral by the Contractor guaranteeing payment of losses and related investigations, claims administration and defense expenses"	
16	<p>Capitalized two instances of "Subcontractor" in the first and second line, replaced "Contractor-provided insurance; provided that the Contractor shall have sole responsibility for determining the types and limits of coverage required to be obtained by Subcontractors (if any), which determination shall be made in accordance with reasonable and prudent business practices" with the following after the third line of the paragraph under Section 10.2.2, Subcontractor Insurance Requirements:</p> <p>"Contractor's insurance. The Contractor shall require general liability, auto liability, and workers' compensation/employer's liability insurance of Subcontractors. Other coverages identified in this "Insurance" clause shall be required of Subcontractors if the Work involves the specific exposure, including environmental and professional liability. Limits of insurance required of Subcontractors shall be at the Contractor's discretion, but shall be consistent with custom and practice for such requirements in the area where the Work is to be performed. In most cases, limit requirements for Subcontractors shall be less than the full limits required of the Contractor in this "Insurance" clause."</p> <p>Deleted "the Authority and" after "include" in the eleventh line; pluralized "insureds", capitalized "Subcontractor" and inserted "liability" thereafter in the twelfth line; inserted ", except for any professional liability insurance" after "obtained" in the thirteenth line; inserted "worker's compensation" after "that is" in the fourteenth line; deleted "the Authority and" in the fifteenth line; inserted "or copies of policies, as requested," in the seventeenth line; and inserted the following as the last sentence of the paragraph under Section 10.2.2, Subcontractor Insurance Requirements:</p> <p>"For Certified Small Businesses, as defined by the State of California, required limits for commercial general liability and auto liability shall be \$1,000,000 each. Limits shall be \$1,000,000 for Certified Small Businesses conducting Work that involves a specific exposure, such as professional liability and/or environmental liability."</p> <p>Renamed Section 10.2.3 from "Endorsements and Waivers" to "Additional Coverage Requirements".</p> <p>Inserted "Except for Professional liability, all liability" and lowercased "all" in the first line, inserted "shall" after "or" in the second line, and deleted "provided that, for the workers' compensation policy, only the fourth bullet shall be applicable." From the end of the first paragraph under Section 10.2.3, Additional Coverage Requirements.</p> <p>Inserted "except for coverage by its nature cannot be written as primary,"</p>	B.1, Part A.2, Page 20



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>in the second line, inserted "insurance or self-" in the third line, deleted ", and shall specify that coverage continues notwithstanding the fact that the Contractor has left the Project" from the fifth line, replaced "this" with "the" before "Contractor" and deleted "the Contractor, the Authority and" from the seventh line of the first bullet under Section 10.2.3, Additional Coverage Requirements.</p> <p>Deleted "liability" after "Any" and capitalized "Subcontractors" in the first line of the second bullet under Section 10.2.3, Additional Coverage Requirements.</p>	
17	<p>Deleted "modified" after "canceled and replaced "45" with "30" in the second line and deleted "by certified mail, return receipt requested" in the third line of the third bullet under Section 10.2.3, Additional Coverage Requirements.</p> <p>Deleted "All" and capitalized "Endorsements" and pluralized "insureds" in the first line, replaced "be on" with "provide the broadest coverage available, but in no event less coverage that the Insurance Services Office" in the second line, replaced the dashes with spaces in "CG 20 10" and deleted "(1985 edition) or an equivalent form" and replaced "shall contain" with "the CG 20 37 with" after "and in the third line and replaced "The coverage shall be primary and non-contributory with respect to any other insurance maintained by an additional insured. Any insurance or self-insurance that is maintained by an additional insured, or their members, directors, officers, employees, agents and consultants shall be in excess of, and shall not contribute with the insurance required herein" with "for insureds" from the end of the fourth bullet under Section 10.2.3, Additional Coverage Requirements.</p> <p>Replaced "The automobile liability insurance policy shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) or its equivalent" with the following as the fifth bullet under Section 10.2.3, Additional Coverage Requirements:</p> <ul style="list-style-type: none"> <li>"• Each policy shall provide coverage on an "occurrence" basis and not a "claims made" basis (with the exception of professional liability or as otherwise specified in this "Insurance" clause) and no policy issued on an occurrence basis shall have any sunset clause requiring reporting within a specified period of time except as specified for pollution liability policies."</li> </ul> <p>Retitled Section 10.2.4 from "Waivers of Subrogation" to "Waivers by the Parties".</p> <p>Inserted "to the extent covered by insurance obtained pursuant to this "Insurance" clause, except such rights as they may have to the proceeds of such insurance" at the end of the first sentence, deleted "the Authority</p>	B.1, Pt A.2, Page 21



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>and" after "favor of" and capitalized "Subcontractors" in two instances in the second sentence and deleted the following as the third Sentence to the paragraph under Section 10.2.4, Waivers by the Parties:</p> <p>"Each policy herein, including, workers' compensation, shall include a waiver of any right of subrogation against the Authority and the Indemnified Persons and any other additional insured and their respective members, directors, officers, employees, agents and consultants."</p>	
18	<p>Deleted "required" after "insurance" in the second line of the paragraph under Section 10.2.5, Changes in Requirements.</p> <p>Inserted the following as the new section 10.2.7, Enforcement of Contract Provisions (non estoppel):</p> <p>"The Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform the Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder."</p> <p>Renumbered "Support of Indemnification" from 10.2.7 to 10.2.8.</p> <p>Renumbered "Commercial Unavailability of Required Coverage" from 10.2.8 to 10.2.9.</p> <p>Inserted "clause" after "'Insurance'" and inserted the following at the end of the paragraph under section 10.2.9, Commercial Unavailability of Required Coverage:</p> <p>"The Contractor must demonstrate to the Authority's satisfaction that it has used diligent efforts in the global insurance markets to place the required insurance coverages, and shall advise the Authority of the specific results of those efforts. The Contractor shall not be entitled to any increase in the Contract Price for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. The Authority shall be entitled to a reduction in the Contract Price if the Authority, in its sole discretion, agrees to accept alternative policies providing less than equivalent coverage."</p> <p>Renumbered "Authority's Right to Remedy Breach by Contract" from 10.2.9 to 10.2.10.</p> <p>Deleted "notwithstanding General Provision 7.12.2, Cure Periods" from after "Authority may" and replaced "business" with "Working" and Capitalized "Days" in the second and third lines of the paragraph under Section 10.2.10, Authority's Right to Remedy Breach by Contract.</p>	B.1, Pt A.2, Page 22
19	Renumbered "Insurance Proceeds and Prosecution of Claims" from 10.2.10	B.1, Pt A.2,



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>to 10.2.11.</p> <p>Replaced the following as the paragraph under Section 10.2.11, Insurance Proceeds and Prosecution of Claims:</p> <p>“Under certain circumstances, insurance policies required to be provided hereunder are intended to provide compensation to the Contractor for costs incurred by the Contractor. The Contractor shall be responsible for processing all such claims and shall not be entitled to receive a Change Order for any costs, which it could have recovered from the insurer. The Contractor agrees to report timely to the insurer(s) any and all matters, which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims, whether for defense or indemnity or both.”</p> <p>With the following:</p> <p>“Under certain circumstances, insurance policies required hereunder are intended to provide compensation to the Contractor for costs incurred by the Contractor. The Contractor shall be responsible for processing all such claims and shall not be entitled to receive a Change Order for any costs, which it could have recovered from the insurer. The Contractor agrees to report timely to the insurer(s) any and all matters, which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims, whether for defense or indemnity or both. The Authority shall have the right, but not the obligation, to submit the Authority’s claims and tenders of defense and indemnity under applicable insurance policies. Unless otherwise directed by the Authority in writing with respect to the Authority’s insurance claims, the Contractor shall be responsible for reporting and processing all potential claims by the Authority or Contractor or tenders for defense and indemnity under the appropriate insurance policies. The Contractor agrees to report timely to the insurer(s) under such policies any and all matters which may give rise to an insurance claim by the Contractor or the Authority and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. The Contractor shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Laws in order to collect thereon, including pursuing necessary litigation and enforcement of judgments. The Contractor shall immediately notify the Authority, and thereafter keep the Authority fully informed, of any incident, potential claim, claim or other matter of which Contractor becomes aware that involves or could conceivably involve an Indemnified Party as a defendant. The Contractor will cooperate with the Authority, and shall require its liability insurers to agree in writing to work with the Authority to assure compliance with all regarding timely response to claims. The Authority agrees to promptly notify the Contractor of the Authority’s incidents, potential claims against</p>	<p>Page 23</p>



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>the Authority, and matters of which the Authority is aware which may give rise to an the Authority insurance claim or to a right of defense and indemnification under this "Insurance" clause. Delivery of any such notice will constitute a tender of the Authority's defense of the claim to the Contractor and the insurer under any applicable insurance policies, subject to the Authority's rights to control its own defense to the extent provided in this "Insurance" Section or by applicable Laws. The Authority shall cooperate with the Contractor as necessary for the Contractor to fulfill its duties hereunder, including providing the Contractor a copy of all written materials the Authority receives asserting a claim against the Authority that is subject to defense by an insurer under an insurance policy or by the Contractor under this "Insurance" clause. If, in any instance, the Contractor has breached its obligations respecting insurance coverage set forth in the Contract Documents or is unable to enforce and collect any such insurance for failure to assert claims in accordance with the terms of the Insurance Policies or to prosecute claims diligently, then for purposes of determining damages resulting from the breach or inability to enforce or collect, on or determining reductions in compensation due from the Authority to Contractor, Contractor shall be treated as if it has elected to self-insure up to the full amount of insurance coverage that would have been available had Contractor performed such obligations or not committed such failure. Nothing in this "Insurance" clause or elsewhere in the Contract shall be construed to treat the Contractor as electing to self-insure where the Contractor is unable to collect due to the bankruptcy or insolvency of any insurer which at the time the insurance policy is written meets the rating qualifications set forth in this "Insurance" clause.</p>	
20	<p>Renumbered Commencement of Work" from 10.2.11 to 10.2.12.</p> <p>Inserted ", except for Builder's risk insurance as provided in Section 10.1.7" after "clause" and replaced "certificates" with "evidence" in the second and third lines and deleted "Upon request by the Authority, the Contractor shall provide the Authority with a certified copy of each insurance policy required hereunder" from the end of the paragraph under Section 10.2.12, Commencement of Work.</p> <p>Renumbered "Disclaimer" from 10.2.12 to 10.2.13.</p> <p>Inserted the following as new Sections after Section 10.2.13, Disclaimer:</p> <p>"10.2.14            Non-Limitation of Insurance Requirements</p> <p>The insurance coverage provided and limits required hereunder are minimum requirements and are not intended to limit the Contractor's indemnification obligations nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. Requirements of specific coverage features or limits contained in this</p>	B.1, Pt A.2, Page 24



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

Revised Document

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Change No.	Description	Location
	<p>“Insurance” clause are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. With the exception of any insurance required by a railroad, liability coverage will not be limited to the specific location designated as the Site except that if the Contractor arranges project-specific general liability, excess liability, or workers’ compensation coverage, limitations of coverage to the project site will be permitted subject to the Authority approval and use of the broadest available site-specific endorsements. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third-party-over action” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.</p> <p>10.2.15 Evidence of Insurance</p> <p>Concurrently with the Contractor’s execution hereof or on such later date on which coverage is to be provided hereunder, the Contractor shall deliver to the Authority a copy of each policy required to be provided by Contractor under this “InsuranceInsurance” clause, including any corporate policies used to satisfy the terms of this “InsuranceInsurance” clause. If any required policy is not available at the time of Contract execution, the Contractor may submit a detailed binder for each required coverage, and/or a copy of the insurer’s quote for each required coverage. The evidence provided must be adequate to allow the Authority to determine if all insurance requirements have been met. The Contractor shall deliver newly issued policies to the Authority within 10 days of receipt. This requirement does not apply to professional liability policies or worker’s compensation policies, for each of which a certificate of insurance is acceptable. The Authority shall have no duty to pay or perform under the Contract until such evidence of insurance, in compliance with all requirements of this “Insurance” clause has been provided. The Contractor shall promptly deliver to the Authority evidence of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to the Authority not less than 15 days prior to the expiration date of any policy, or such shorter period as approved in advance by the Authority.”</p>	
21	<p>Inserted the following after Section 13, Additional ATC Right-of-Way:</p> <p>“14 Caltrans SR 99 Work</p> <p>14.1 General</p>	B.1, Pt A.2, Page 25-29



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

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Change No.	Description	Location
	<p>This Section 14 describes how responsibility and liability are allocated between the Parties related to the SR 99 Contract .</p> <p>14.2 Executed SR 99 Contract</p> <p>Once executed, Authority shall provide Contractor with an executed version of the SR 99 Contract. Contractor shall comply with the terms of the executed version, which shall supersede the terms of the draft version of the SR 99 Contract in Book 3, Part D, Subpart 7. Any changes in the scope of the Work to be performed by Contractor as a result of material modifications contained in the executed version of the SR 99 Contract from the draft version in Book 3, Part D, Subpart 7 that (a) have a material adverse impact on Contractor’s obligations hereunder and (b) were not caused by the construction means, methods and techniques employed by Contractor, shall be treated as an Authority-Directed Change. The executed version of the SR 99 Contract delivered by the Authority shall be considered a directive letter in accordance with the “Changes” clause (Section 17) of the General Provisions. The requirements and limitations set forth in the “Changes” clause (Section 17) and the “Equitable Adjustments” clause (Section 23) of the General Provisions shall apply to Authority-Directed Changes under this section, except that (a) the notification and other requirements regarding executed Cooperative Agreements in Sections 49.1.10.4 to 49.1.10.6 of the General Provisions shall apply in lieu of the notice requirements set forth in Section 17.3 of the General Provisions and (b) subject to the provisions in Sections 49.1.10.4 to 49.1.10.6 of the General Provisions, a notice given by the Contractor pursuant to this Section 14.2 shall be treated as a notice given in accordance with Section 17.3 of the General Provisions.</p> <p>14.3 Contractor Duties Under the SR 99 Contract</p> <p>In addition to other requirements applicable to Excluded Third Parties and subject to Section 14.2 of the General Provisions, without any increase in the cost or time of performance of the Work, Contractor shall:</p> <ul style="list-style-type: none"> <li>• perform all of the tasks and duties attributed to the Contractor in the SR 99 Contract, including, but not limited to, those identified in Section 7 (Right of Way) and Section 8 (Coordination) in Exhibit A to the SR 99 Contract; and</li> <li>• coordinate with Caltrans related to Caltrans’ performance of the SR 99 Work.</li> </ul> <p>Contractor’s coordination efforts with Caltrans shall include, but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• all coordination with Caltrans described in the Scope of Work that relates to the SR 99 Work; and</li> </ul>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

Revised Document

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Change No.	Description	Location
	<ul style="list-style-type: none"> <li>• addressing the SR 99 Work as part of the coordination efforts required of the Contractor under the "Interface Coordination and Design Integration" clause (Section 55) of the General Provisions (e.g., addressing the SR 99 Work in the Interface Management Plan and involving Caltrans in the required interface coordination workshops).</li> </ul> <p>14.4 Relocation of Cross Border Utilities</p> <p>The Contractor's responsibility to perform all Relocation work necessary to accommodate the Project under Section 49.1 of the General Provisions does not include the Relocation of any Third Party Facilities located entirely within the SR 99 ROW. The Contractor's responsibility to perform Relocation work for any Cross Border Utility shall extend to the tie-in location mutually agreed to by the Contractor, the Authority and Caltrans, regardless of whether the tie-in location is located on the SR 99 ROW border or on either side of that border. These determinations shall address both the location of the tie-ins for Cross Border Utilities (including any related design issues) and the deadline by which the Contractor and Caltrans will perform work related to Utilities under the SR 99 Contract. Neither the Contractor nor the Authority shall be entitled to a change in the Contract Price (either up or down) or to any Completion Deadline based on these determinations.</p> <p>The Contractor shall obtain from Caltrans any permits and approvals needed to enter onto Caltrans' property to perform Relocation work. Regardless of the tie-in location for a Cross Border Utility, the Contractor's responsibility to investigate and perform the right of way / documentation work needed for Relocation of a Cross Border Utility extends to the border of the SR 99 ROW.</p> <p>15 Excluded Third Parties</p> <p>The following entities are deemed to be Excluded Third Parties:</p> <ul style="list-style-type: none"> <li>• Caltrans, but only with respect to the matters addressed by the SR 99 Contract;</li> <li>• The City of Fresno, but only with respect to matters to be addressed in a contract between Authority and the City of Fresno for roadway improvements on Golden State Boulevard and for a new overpass on Veteran's Boulevard in the City of Fresno;</li> <li>• PG&amp;E forwith respect to all Facilities owned byas to which PG&amp;E is the Utility Owner;</li> <li>• AT&amp;T forwith respect to all Ffacilities owned byas to which AT&amp;T is the Utility Owner; and</li> <li>• Kinder Morgan, with respect to all Facilities as to which Kinder</li> </ul>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

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Change No.	Description	Location
	<p>Morgan is the Utility Owner.</p> <p>16 Community Benefits Agreement</p> <p>The Authority is finalizing the terms of a Community Benefits Agreement with the State Building and Construction Trades Council of California and the Signatory Craft Councils and Local Unions. A draft agreement is included in Book 2. Upon execution of the Community Benefits Agreement, the executed Community Benefits Agreement will replace the draft agreement. The Contractor shall comply with the terms and conditions of the executed Community Benefits Agreement and shall require each Subcontractor (at all tiers) to comply with the Community Benefits Agreement.</p> <p>17 Railroad Agreements with UPRR, BNSF and SJVR</p> <p>17.1 Draft Railroad Agreements</p> <p>The Authority is currently negotiating the Railroad Agreements with Union Pacific Railroad ("UPRR"), BNSF Railway ("BNSF") and San Joaquin Valley Railroad ("SJVR"). The Contract Documents include a draft of the UPRR Railroad Agreement in Book 3, Part D, Subpart 7. The Contract Documents do not include draft Railroad Agreements with BNSF or SJVR. For purposes of Section 49.2.2 of the General Provisions, except as to differences in the scope of work and the identity of the railroad, the draft UPRR Railroad Agreement in Book 3, Part D, Subpart 7 shall serve as the draft Railroad Agreements for BNSF and SJVR and the Contractor shall have the right to assume that the terms and conditions of the BNSF and SJVR Railroad Agreements will be substantially the same as the terms and conditions in the draft UPRR Railroad Agreement.</p> <p>17.2 UPRR EP Contract</p> <p>Notwithstanding Section 49.2.3 of the General Provisions, as to the UPRR, BNSF and SJVR Railroad Agreements, the Contractor is not responsible for the costs, tasks or obligations set forth in the "EP Contract" referenced in Section 3 of the draft "Engineering and Construction" UPRR Railroad Agreement in Book 3, Part D, Subpart 7.</p> <p>18 Order of Precedence</p> <p>In the event of any inconsistency among the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Signature Document (Book 2, Part A.1)</li> <li>2. Special Provisions (Book 2, Part A.2)</li> <li>3. General Provisions (Book 2, Part B)</li> </ol>	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

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Change Log Only

Change No.	Description	Location
	4. Scope of Work (Book 2, Part C) 5. Community Benefits Agreement (Book 2, Part D) 6. Final Environmental Documents (Book 3, Part D, Subpart 3); Mitigation Monitoring Reporting Program (Book 3, Part D, Subpart 4) 7. Cooperative Agreements and other agreements in Book 3, Part D, Subparts 1 and 7, excluding Draft Task Orders (Book 3, Part D) 8. Approved Design Variances 9. Updates to Design Criteria (Book 3, Part C) 10. Design Criteria (Book 3, Part C) 11. Updates to Directive Drawings (Book 3, Part E) 12. Directive Drawings (Book 3, Part E) 13. CADD Manual (Book 2, Part C) 14. Plans Preparation Manual (Book 2, Part C) 15. Basis of Design (Part A) 16. Conflict of Interest Policy (Part A) Small Business Policy (Part A) Safety and Security Policy Statement 17. Verification, Validation and Self-Certification (Part B, Subpart 1) 18. Reliability, Availability, Maintainability (Part B, Subpart 2) 19. Small Business Enterprise Plan (Part B, Subpart 4) 20. Design Variance Request Process (Part B, Subpart 5) 21. CHSTP Safety and Security Management Plan (Part B, Subpart 6) 22. Aesthetic Guidelines for Non-Station Structures (Part B, Subpart 7) 23. Cost and Schedule Program Plan (Part B, Subpart 8) 24. Milestone Data Pack (Part B, Subpart 9) 25. Approach for Obtaining ICS Environmental Approvals/Permits (Part D, Subpart 2) 26. Design Variance Report (Part D, Subpart 5) 27. CP01 A and B Transportation Mitigation (Part D, Subpart 6)	



**RFP Document:** Book 2, Part A, Subpart 2 – Special Provisions

New Document

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Change Log Only

Change No.	Description	Location
	28. Communications 29. Preliminary Ground Motions (Part E, Subpart 2) 30. Record of Survey and Control Monument Data (Part E, Subpart 3) 31. Right-of-Way Acquisition Plan (Part E, Subpart 4) 32. Geotechnical Baseline Report (Part E, Subpart 5) 33. Proposal (provided that if the Authority determines, in its sole discretion, that the Proposal contains a provision that is more restrictive/beneficial to the Authority than is specified elsewhere in the Contract Documents, that Proposal provision shall take precedence).	

**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
1	Inserted row and Addendum No. 7 release details in the revision table on the cover of the General Provisions.	B.2, Pt B.1, Cover
2	Deleted "is defined as follows" after "Affiliate" under Section 1, Definitions. Updated cross reference from "Authority Changes...17.1" to "Authority-Directed Changes... 17.1.1" in the definition for "Authority Directed Change" under Section 1, Definitions. Deleted "are defined as following:" from after "Authority Designated Holiday" under Section 1, Definitions.	B.2, Pt B.1, Page 1



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
3	<p>Replaced "and" with "or" in the second to last bullet under the definition for "Authority Designated Holiday" under Section 1, Definitions.</p> <p>Inserted the following after the definition for "Authority Representative" under Section 1, Definitions:</p> <p>"Baseline Schedule – The meaning set forth in the "Cost and Scheduling Controls Program Specification" in Book 3.</p> <p>Book 1 – The documents designated as Book 1 in the RFP.</p> <p>Book 2 – The documents designated as Book 2 in the RFP.</p> <p>Book 3 – The documents designated as Book 3 in the RFP.</p> <p>Book 4 – The documents designated as Book 4 in the RFP."</p> <p>Deleted the following definition after the definition for "California High-Speed Train Project (CHSTP)" under Section 1, Definitions:</p> <p>"Cash Flow Curve – The cap on the aggregate amount of payments which may be made at any specified time under the Contract. The Cash Flow Curve is attached to the Signature Document."</p>	B.2, Pt B.1, Page 2
4	<p>Deleted "(Section 2) after "clause" and replaced "General" with "Special" in the definition for "Contract Documents" under Section 1, Definitions.</p> <p>Replaced "The sequence of the schedule activities that predicts or defines the longest duration of the Project" with "The meaning set forth in the "Cost and Scheduling Controls Program Specification" in Book 3" as the definition for "Critical Path" under Section 1, Definitions.</p> <p>Inserted "the "Force Majeure" clause" after "forth in" in the definition of "Force Majeure" under Section 1, Definitions.</p>	B.2, Pt B.1, Page 3
5	<p>Inserted ", or operate the Project until Final Acceptance" at the end of the definition for "Governmental Approval" under Section 1, Definitions.</p> <p>Deleted "Shall mean" and capitalized "The", deleted "executed" after "each" and "(if any) attached to the Signature Document and Required to guarantee performance of the Contract by the Contractor" from the definition for "Guarantor" under Section 1, Definitions.</p> <p>Inserted "Guaranty – Each executed guaranty (if any) attached to the Signature Document" after the definition for "Guarantor" under Section 1, Definitions.</p> <p>Deleted "Shall mean...:" and capitalized "Any" and "Substance" after the "Hazardous Materials" under Section 1, Definitions.</p>	B.2, Pt B.1, Page 4



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

<b>Change No.</b>	<b>Description</b>	<b>Location</b>
6	<p>Inserted the following definition after "Indemnified Persons" under Section 1, Definitions:</p> <p>"Interim Schedule – The meaning set forth in the "Cost and Scheduling Controls Program Specification" in Book 3."</p> <p>Inserted the following definition after "Party" under Section 1, Definitions:</p> <p>"Payment Milestone – The meaning set forth in the "Cost and Scheduling Controls Program Specification" in Book 3."</p> <p>Replaced "and" with "or" in the definition for "Person" under Section 1, Definitions.</p> <p>Inserted the following definition after "Proposal Deadline" under Section 1, Definitions:</p> <p>"Proposed Schedule – The meaning set forth in the "Cost and Scheduling Controls Program Specification" in Book 3."</p>	B.2, Pt B.1, Page 5
7	Deleted "DBE is a" from the beginning of the definition for "Disadvantaged Business Enterprise (DBD)" under Section 1, Definitions.	B.2, Pt B.1, Page 6
8	<p>Inserted the following definition after "Substantial Completion Deadline" under Section 1, Definitions:</p> <p>"Technical Contract Submittal – The meaning set forth in the Verification, Validation and Self-Certification."</p> <p>Replaced "The meaning set forth in the " Project Schedule Program and Specification" in Book 3" with "The meaning set forth in the "Cost and Scheduling Controls Program Specification" in Book 3" as the definition for "Total Float" under Section 1, Definitions.</p>	B.2, Pt B.1, Page 7



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
9	<p>Deleted "following" after "precedence in the" and replaced the following with "set forth in the Special Provisions under Section 2, Order of Precedence:</p> <p>":</p> <ol style="list-style-type: none"> <li>1. Signature Document (Book 2, Part A.1)</li> <li>2. Special Provisions (Book 2, Part A.2)</li> <li>3. General Provisions (Book 2, Part B)</li> <li>4. Scope of Work (Book 2, Part C)</li> <li>5. Final Environmental Documents and Mitigation Monitoring Plan</li> <li>6. Master Agreements and Governmental Approvals</li> <li>7. Approved Design Variances</li> <li>8. Design Criteria (Book 3, Part C)</li> <li>9. Directive Drawings (Book 3, Part E)</li> <li>10. HST CADD Manual (Book 2, Part C)</li> <li>11. HST Plans Preparation Manual (Book 2, Part C)</li> <li>12. All other documents in Book 3 (except for Draft Task Orders and executed Task Orders)</li> <li>13. Proposal (provided that if the Authority determines, in its sole discretion, that the Proposal contains a provision that is more restrictive/beneficial to the Authority than is specified elsewhere in the Contract Documents, that Proposal provision shall take precedence).</li> </ol> <p>... (Section 7.16)"</p>	B.2, Pt B.1, Page 8
10	Inserted "(if any)" after "enrollments" in item 3 under Section 3.2, Prerequisites for Start of Construction.	B.2, Pt B.1, Page 9
11	<p>Inserted the following after "intended purpose" in the first paragraph under Section 7, Performance of the Work:</p> <p>"(as set forth in the California Streets and Highways Code, Chapter 20, Article 2, Section 2704.09 except with design speeds of up to 250 mph)"</p>	B.2, Pt B.1, Page 15
12	Replaced "Section 7.2" with ""Site Investigation and Conditions Affecting Work" clause" after "in this" in the sixth bullet under Section 7.2, Site Investigation and Conditions Affecting the Work.	B.2, Pt B.1, Page 16



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

<b>Change No.</b>	<b>Description</b>	<b>Location</b>
13	<p>Inserted "that" after "extent" in the first line, replaced "provisions" with "elements" and inserted "the Utility Information incorporated by reference into" in to the third line, deleted "as set forth in Section 50.1.2.2" after "Orders" and inserted "certain elements of the Standard Specifications are identified as "mandatory," in whole or in part, in" after "and (ii)" in the fourth and fifth lines and deleted "expressly allow the Contractor to rely on the Utility Composite Drawings" at the end of the second bullet under Section 7.3, Responsibility of the Contractor for Design.</p> <p>Inserted "that" after "extent" in the fourth line, inserted "certain elements of the Utility Information incorporated by reference into the" after "rely on" in the fifth line, inserted "certain elements of the Standard Specifications are identified as "mandatory," in whole or in part, in" after "and (ii)" in the sixth line and deleted "expressly allow the Contractor to rely on the Utility Composite Drawings" after "Contract Documents" in the seventh and eighth lines of the third paragraph under Section 7.3, Responsibility of the Contractor for Design.</p>	B.2, Pt B.1, Page 17
14	<p>Replaced "Permits, Fees and Notices" with "Governmental Approvals" as the title to Section 7.7.</p> <p>Inserted "to the extent related to or arising out of the Project" after "Governmental Approvals" in the third line of the second paragraph under Section 7.7, Governmental Approvals.</p> <p>Inserted "(as set forth in the California Streets and Highways Code, Chapter 20, Article 2, Section 2704.09 except with design speeds of up to 250 mph)" after "intended purpose" in the third and fourth line of the second bullet under Section 7.8, Warranty.</p>	B.2, Pt B.1, Page 19
15	Capitalized "Contract" in two instances in the fourth and fifth lines of the last paragraph under Section 7.8.1, Subcontractor Warranties.	B.2, Pt B.1, Page 20



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
16	<p>Lowercased "warranty service plan" in the second line and deleted "by the Contractor" in the third line of the first paragraph under Section 7.8.6, Warranty Service.</p> <p>Inserted the following as the third bullet under Section 7.8.6, Warranty Service:</p> <ul style="list-style-type: none"> <li>"• Required inventory of parts/supplies for warranty service, including part numbers and manufacturer's service manuals;"</li> </ul> <p>Inserted "and documentation requirements for warranty service" after "reporting in the fourth bullet under Section 7.8.6, Warranty Service.</p> <p>Inserted "and security..., the safety and security procedures that are unique to the facilities constructed. Examples include fall protection programs for overhead structures, confined space programs for drainage systems and a security program that includes monitoring and inspection of established protection measures with uniform security personnel including fencing, access control, locks, alarms, intrusion detection, lighting and any other security requirements that may be applicable" after "minimum" in the sixth bullet under Section 7.8.6, Warranty Service</p> <p>Deleted the following as the sub-bullets to the sixth bullet and last sentence (respectively) under Section 7.8.6, Warranty Service:</p> <ul style="list-style-type: none"> <li>"- The monitoring of established protection measures including fencing, access control, locks, alarms, intrusion detection, lighting, and any other security requirements that may be applicable; and</li> <li>- The applicable requirements set forth under Section 26 of these General Provisions.</li> </ul> <p>During the warranty period, the Contractor shall comply with the Warranty Service Plan."</p>	B.2, Pt B.1, Page 21
17	<p>Capitalized "Guaranty" and deleted "(see attachment D, E and F of the Signature Document" in the second line of the eighth bullet under Section 7.12.1, Breach of Contract.</p> <p>Capitalized "Guaranty" after "under its" in the first line of the eleventh bullet under Section 7.12.1, Breach of Contract.</p> <p>Capitalized "Guaranty" after "under its" in the first line of the second bullet under Section 7.12.2, Cure Periods.</p>	B.2, Pt B.1, Page 25
18	<p>Inserted "(subject to the "Termination for Convenience" clause (Section 40))" after "Work performed" in the fourth line of the first paragraph under Section 7.12.5, Termination Due to Non-Appropriation of Funds.</p>	B.2, Pt B.1, Page 26



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
19	<p>Inserted "the "Termination for Convenience" clause (...)" after "convenience under" in the last line of the second paragraph under Section 7.12.5, Termination Due to Non-Appropriation of Funds.</p> <p>Lowercased "warranty service plan" in the first line of the third bullet under Section 7.14.1, Substantial Completion.</p>	B.2, Pt B.1, Page 27



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
20	<p>Deleted "Unless as otherwise provided, the Contractor shall submit all required Contract submittals to the Authority for review as required by the various sections of the Contract" from the beginning of the first paragraph under Section 8.1, General Requirements.</p> <p>Deleted "scope of" and capitalized "Work", inserted a period after "Work", and replaced "and" with "The Authority's" in the first line; capitalized "Work" at the end of the second sentence; deleted "proposed or" and replaced "scope" with "the Contract Price or schedule" after "changes in" in the last sentence of the first paragraph under Section 8.1, General Requirements.</p> <p>Replaced "All technical contract submittals shall be submitted to the Authority in accordance with the requirements specified in" with "For additional requirements regarding Technical Contract Submittals, see" in the first line, deleted ", requirements", inserted Parentheses around "Verification, Validation and Self-Certification" and "and Book 2, Part C, Subpart 1, Scope of Work" at the end of the second paragraph under Section 8.1, General Requirements.</p> <p>Replaced "technical or management related Contract submittals from the Contractor, including but not limited to the following" with "Technical Contract Submittals" in the third paragraph under Section 8.1, General Requirements</p> <p>Deleted the following with from after the third paragraph of Section 8.1, General Requirements:</p> <p>“:</p> <ul style="list-style-type: none"> <li>• Progress reports</li> <li>• Quality Program and Quality Management System plans</li> <li>• Safety &amp; Security Plans (SSHASP, SSSP)“</li> </ul> <p>Replaced "For schedule submittal requirements, see" with "This "Submittal Requirements" clause shall not apply to submittals required under" at the beginning of the fourth paragraph and inserted parentheses around "Cost and Scheduling Controls Program" under Section 8.1, General Requirements.</p> <p>Lowercased "submittal" after "Contract" in second line of the fifth paragraph under Section 8.1, General Requirements.</p>	B.2, Pt B.1, Page 31



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
21	<p>Inserted "All submittals requiring approval shall be responded to within 30 days, unless indicated otherwise" as the first sentence of the seventh paragraph under Section 8.1, General Requirements.</p> <p>Replaced "Contract" with "each", replaced "submittals" with "submittal", replaced "do not require Authority approval, each submittal shall be submitted to the Authority. Upon review" with "is subject to a SONO" in the first line, deleted "for each submittal" and a semicolon at the end of the second line of the ninth paragraph under Section 8.1, General Requirements.</p> <p>Inserted "There is no response timeline for the Authority associated with the SONO review process unless indicated otherwise." As the second sentence to the tenth paragraph under Section 8.1, General Requirements.</p> <p>Replaced "will typically be" with "are" in the first line replaced "Such submittals shall be submitted, unless noted otherwise in accordance with the Standard Specifications and as described in the Scope of Work (Book 2, Part C)" with "unless otherwise stated in the Contract" in the second line of the thirteenth paragraph under Section 8.1, General Requirements.</p>	B.2, Pt B.1, Page 32
22	<p>Deleted "for review" after "submittal in the first line of the fifteenth paragraph under Section 8.1, General Requirements.</p> <p>Replaced "quantities for any submittals that may be submitted to the Authority as called for in the Contract" with "additional submittal requirements" in the first sentence under Section 8.2, Specific Requirements.</p>	B.2, Pt B.1, Page 33
23	<p>Inserted "Submit GIS files in accordance with the CADD Manual" as the fifth endnote to "Table 1: Document Submittals Types and Quantities" Under Section 8.2, Specific Requirements.</p>	B.2, Pt B.1, Page 34
24	<p>Deleted "100%" after "Contract a" and inserted "Bond in the amount of 50 percent of the Total Contract Price" after "Performance" in the second line, "a" before "Payment", Deleted the "s" at the end of "Bond" and inserted "in the amount of 100 percent of the Total Contract Price" in the third line of the first paragraph under Section 12.1, Performance and Payment Bonds.</p>	B.2, Pt B.1, Page 35



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
25	<p>Capitalized "Guaranty" two instances in both sentences, replaced "the" with "each" under Section 12.3, Guaranty.</p> <p>Deleted ", including all reference documents" after "English language" in the first sentence, deleted "It is recommended that" and capitalized "Storage", deleted " their" before "deliverables" and inserted "shall" after "submissions" in the second sentence of the third paragraph under Section 13, Records Management and Document Control.</p> <p>Deleted the following as the last sentence under Section 13, Records Management and Document Control:</p> <p>"The Authority shall respond to the Contractor's submittals and correspondence that require a response within 30 days unless otherwise specified elsewhere in the Contract Documents."</p> <p>Replaced "applicable Federal, State, local government regulations, other regulatory agencies," with "the requirements of the Authority" in the second line of the first paragraph under Section 13.1, Policy and Implementation.</p> <p>Inserted "its" before "funding" and inserted a comma after "retrieval" in the third line of the first Paragraph under Section 13.1, Policy and Implementation.</p>	B.2, Pt B.1, Page 36
26	<p>Replaced "regulator citations" with "applicable Law" at the end of the paragraph under Section 13.1, Policy and Implementation.</p> <p>Replaced "etc." with "and other documentation" in the second line of the first paragraph under Section 13.2, Retention of Records.</p>	B.2, Pt B.1, Page 37
27	<p>Deleted "Time Extension and" and replaced "Increase" with "Deduction" from the title of Section 17.1.2.</p> <p>Replaced "for any circumstances that decreases" with "decreasing" in the first line, inserted "(a) for any circumstance that decreases the cost of the work," after "Contract Price" in the second line, and inserted "or (b) in the event of an Authority-Directed Change that decreases the cost of the Work" at the end of the paragraph under Section 17.1.2, Authority Right to Request Price Deduction.</p>	B.2, Pt B.1, Page 40



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
28	<p>Deleted the following as the sixth bullet under Section 17.2, Contractor Right to Request Time Extension and Price Increase:</p> <p>“Any additional costs resulting from the Authority changing the requirements applicable to insurance required to be provided by Contractor and Subcontractors, to the extent provided in the “Error! Reference source not found.” clause (Section Error! Reference source not found.) of the General Provisions;”</p> <p>Updated the cross reference from Section 22.1 to Section 22.2 in the seventh bullet under Section 17.2, Contractor Right to Request Time Extension and Price Increase.</p>	B.2, Pt B.1, Page 41
29	<p>Inserted “and Facilities owned by Third Parties” after “Relocations” in the eleventh bullet under Section 17.2, Contractor Right to Request Time Extension and Price Increase.</p> <p>Inserted the following as the twelfth and thirteenth bullets under Section 17.2, Contractor Right to Request Time Extension and Price Increase:</p> <ul style="list-style-type: none"> <li>• The cost of the Partnering Workshop to the extent provided in the “Partnering Cost Allocation” clause (Section 50.3);</li> <li>• The cost of the DRB to the extent provided in the “Compensation” clause (Section 51.6.5);”</li> </ul>	B.2, Pt B.1, Page 42
30	<p>Inserted “the “Procedure for Discovery of Certain Site Conditions”” after “under” in the first line, inserted parentheses around “Section 34” in the second line, inserted “also” after “that it” in the third line of the last paragraph under Section 17.3, Delivery of Notice.</p>	B.2, Pt B.1, Page 43
31	<p>Deleted “GBR-C and” from the title for Section 22.</p> <p>Inserted the following as a new Section 22.1, GBR-B therefore renumbering the section for GBR-C to Section 22.2”</p> <p>“The GBR-B is a Contract Document only to the extent it sets geotechnical parameters for use in preparing the Proposal and as set forth in the “” clause (Section ).”</p>	B.2, Pt B.1, Page 47
32	<p>Updated the cross reference from Section 50 to Section 49 in the last paragraph under Section 23.4, Limitation on Delay and Disruption Damages.</p>	B.2, Pt B.1, Page 51
33	<p>Inserted “Value Engineering” after “pursuant to this” in the second line of the paragraph under Section 24.2, Review by the Authority.</p>	B.2, Pt B.1, Page 52



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
34	<p>Capitalized "Payment Milestones" in the third line of the paragraph under Section 25.1, Availability for Review.</p> <p>Inserted "Escrowed Proposal Documents" after "provided in this" in the third line of the paragraph under Section 25.2, Proprietary Information.</p>	B.2, Pt B.1, Page 54
35	<p>Replaced "Project" with "Cost and", replaced "Schedule" with "Scheduling", inserted "Controls" after "Scheduling" and deleted "and Specification" after "Program" in the last paragraph under Section 26.2.5, Submittals.</p>	B.2, Pt B.1, Page 65
36	<p>Replaced "System" with a capital "P" at the end of "CHST" in the fourth bullet under Section 26.3.2, Safety and Security Certification Plan Elements.</p>	B.2, Pt B.1, Page 66
37	<p>Inserted the following as a new Section 28.4, thereby renumbering the "Restrictions" Section to "28.5":</p> <p>"28.4 Third Parties</p> <p>The Contractor is specifically advised that the Third Party Agreements and Railroad Third Party Agreements, Railroad Agreements, and other third party agreements include certain agreements by the Authority to indemnify, defend and hold harmless the Third Parties, and railroads, and other third parties. The Contractor's obligations under this "Indemnification and Infringement and Infringement" clause shall automatically apply to require it to release, indemnify, defend and hold harmless the Third Parties, and Railroads, and other third parties in addition to the Indemnified Persons, with respect to all such matters to the extent that such matters fall within the scope of the indemnities made by the Contractor as set forth in this "Indemnification and Infringement" clause."</p>	B.2, Pt B.1, Page 71
38	<p>Inserted "(as determined by a court of competent jurisdiction)" after "negligence" in the third line of the third bullet under Section 28.5, Restrictions.</p> <p>Deleted the following five paragraphs and bulleted list before the sixth paragraph under Section 30, Invoicing and Payment:</p> <p>"The Cash Flow Curve approved in the Baseline Schedule constitutes a cap on milestone payments on a cumulative and aggregate basis. Payment of any amounts included in an invoice which exceed the maximum aggregate amount payable under the Authority approved Cash Flow Curve will be deferred (without interest) until funds are available under the Cash Flow Curve. The Contractor may propose changes to the Cash Flow Curve on an annual basis which is subject to Authority approval.</p> <p>Payment will be made after delivery and acceptance of all items associated</p>	B.2, Pt B.1, Pages 72-73



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>with the milestone(s) in the approved Baseline Schedule. Milestone payments do not represent "progress" payments or "monthly" payments for level of effort expended. Rather, a "milestone" payment shall only be made at the completion of a definable and measurable point considered integral and necessary to the completion of the milestone performance objective.</p> <p>A payment milestone may be the culmination of a series of deliverables, or a single deliverable in its own right. A payment milestone is an event selected by the Contractor to signify that certain tasks have been completed.</p> <p>A payment milestone shall include the means of verifying the achievement and the date it was achieved. Such verification shall be sufficient detail to allow the Authority to readily determine that the milestone is in fact complete.</p> <p>The Contractor shall demonstrate that milestones are verified as 100 percent complete. As such, each milestone may include deliverables such as, but not limited to:</p> <ul style="list-style-type: none"> <li>• All applicable environmental certifications and reports;</li> <li>• Applicable Verification and Validation certifications and tracking documentation;</li> <li>• Applicable ICE or ISE certifications;</li> <li>• Self-certifications;</li> <li>• Applicable drawings, documents and records;</li> <li>• Photographic evidence of completion;</li> <li>• Certifications of Third Party requirement completion;</li> <li>• Operations and maintenance deliverables;</li> <li>• Appropriate Reliability Availability, Maintainability and Safety statements;</li> <li>• Quality data packs inclusive of but not limited to test results and close out results of non-conformances;</li> <li>• The disposition of any outstanding SONO comments; and</li> <li>• Any other Contractually required documents, reports or records."</li> </ul> <p>Inserted "submitted electronically and in hardcopy" after "shall be" in the first line and capitalized "Work" in the last line in the sixth paragraph, now first paragraph, under Section 30, Invoicing and Payment.</p>	
39	<p>Inserted the following after the first paragraph under Section 30, Invoicing and Payment:</p> <p>"Payment shall be made upon 100 percent completion of Payment Milestones, except the following Payment Milestones shall be paid as follows:</p> <ul style="list-style-type: none"> <li>• The Payment Milestone for ICE and ISE services shall be paid in equal</li> </ul>	B.2, Pt B.1, Pages 73-74



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>monthly amounts over the period from the first ICE or first ISE submittal and ending at Final Acceptance. If the Contract term is extended, payment of the Payment Milestone for ICE and ISE services shall be recalculated so that the Payment Milestone for ICE/ISE is paid in equal monthly amounts over the remaining term.</p> <ul style="list-style-type: none"> <li>• The Payment Milestone for premiums for payment and performance bonds required under the Contract shall be paid as a dollar for dollar pass through of the Contractor’s actual costs as incurred (not to exceed the amount shown in the Payment Milestone for such premiums).</li> <li>• The Payment Milestone for premiums for insurance required under the Contract shall be paid as a dollar for dollar pass through of the Contractor’s actual costs as incurred (not to exceed the amount shown in the Payment Milestone for such premiums).”</li> </ul> <p>Inserted a hard return after the third sentence in the first paragraph and deleted the following as the first bullet of the listed items after that fourth sentence under Section 30, Invoicing and Payment:</p> <p>“Documentation that the price of the invoiced milestone(s) is within the ceiling of the Cash Flow Curve and is in accordance with the terms of the Contract.”</p> <p>Inserted the following as the new first, second and third bullets of the second bulleted list of Section 30, Invoicing and Payment:</p> <ul style="list-style-type: none"> <li>“• All monthly updates required under the Cost and Scheduling Controls Program in Book 3.</li> <li>• The Payment Milestones completed during the period.</li> <li>• A certificate by the Contractor’s Project Manager that all amounts being requested are true and correct and the Work is completed per the Contract.”</li> </ul> <p>Inserted “Payment” and capitalized “Milestones” in the first line, inserted “or otherwise eligible for payment” in the second line after “complete”, capitalized “Payment” in the third line and inserted “Payment Milestones Data Pack” and capitalized “Specifications” in the last line of the fourth bullet of the second list under Section 30, Invoicing and Payment.</p> <p>Inserted the following as the fifth bullet of the second list under Section 30, Invoicing and Payment:</p> <ul style="list-style-type: none"> <li>“• Conditional lien releases from each first-tier Subcontractor and Subcontractors of any tier with a contract value greater than \$5 million.”</li> </ul> <p>Deleted the following from after “Contract” in the last bullet of the second</p>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>list under Section 30, Invoicing and Payment:</p> <p>"which includes meeting all Federal and State invoicing and reporting requirements"</p> <p>Replaced "rejection and return" with "dispute" in the first line "30" with "45" in the second line, and replaced "acceptable" with " undisputed" in the last line of the last paragraph under Section 30, Invoicing and Payment.</p> <p>Deleted the following as Section 30.1, Certifications and retitled as "Not Used":</p> <p>"Concurrently with the submission of each request for a payment under this Contract, the Contractor shall certify that all due and payable bills with respect to the Work either have been paid or will be paid with the proceeds of the current request for payment. A false certification to the Authority under the provisions of this clause may be a criminal offense in violation of the California Penal Code."</p>	
40	Replaced "50" with "40" in the third bullet under Section 33.2, Limitation of Contractor's Liability.	B.2, Pt B.1, Page 80
41	<p>Inserted "and all applicable Governmental Approvals," after "Final Environmental Documents" in the second line, and ", to the extent related to or arising out of the Project" after "documents thereto" at the end of paragraph under Section 42, Environmental Requirements.</p> <p>Replaced "Project" with "Cost and", replaced "Schedule" with "Scheduling Controls" and deleted "and Specification" after "Program" in the second line of the paragraph under Section 42.1, General Requirements.</p> <p>Replaced "during Project construction. This will include the Mitigation Manager, Project Biological Monitor, Wildlife and Fish Biologists, Noise/Vibration Specialists, Water Quality Monitors, Archaeologists, and Cultural Resources Monitors" after "compliance monitors" in the fifth line of the first paragraph with the following:</p> <p>"staff consistent with the requirements in the Final Environmental Documents and applicable Governmental Approvals. Other Contractor responsibilities shall include:</p> <ul style="list-style-type: none"> <li>• Community outreach, as addressed in the "Public Involvement" clause (Section 5353) of the General Provisions.</li> <li>• Monthly permitting review meeting with the Authority. Further informal permitting review meetings may be required; participation of permitting agencies may be necessary.</li> <li>• Submit to the Authority environmental compliance reports with</li> </ul>	B.2, Pt B.1, Pages 86-88



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>design submittals demonstrating that the design remains compliant with the Project as approved and permitted in the Final Environmental Documents and applicable Governmental Approvals.</p> <ul style="list-style-type: none"> <li>• Providing, as needed, subsequent environmental analyses to assess changes in Project design.</li> </ul> <p>The Contractor shall produce an Environmental Mitigation Plan (EMP) that includes all compliance requirements as detailed in the Final Environmental Documents and applicable Governmental Approvals. The Contractor shall submit the following deliverables as instructed below:</p> <ul style="list-style-type: none"> <li>• A draft EMP to the Authority subject to a SONO within 90 days after NTP and prior to any construction activities commencing; and</li> <li>• A final EMP to the Authority subject to a SONO within 180 days after NTP and prior to any construction activities commencing.</li> </ul> <p>The EMP will include a detailed list identifying each environmental approval and commitment required for the Project, with reference to the corresponding Final Environmental Documents or applicable Governmental Approval. The EMP shall detail roles and responsibilities of all entities involved in environmental compliance for the Project. The EMP shall detail compliance tracking processes and data capture requirements necessary to document environmental compliance with all Final Environmental Documents and applicable Governmental Approvals for the Contractor’s scope of work. The EMP shall include procedures to identify and rectify environmental non-conformances. The EMP shall also detail reporting frequency and format for each environmental requirement and explain how the Contractor will transition out of the environmental compliance role at Substantial Completion.</p> <p>The EMP and corresponding reporting data for Final Environmental Documents and applicable Governmental Approvals shall be provided to the Authority electronically via the Authority web portal.</p> <p>The Contractor will initiate and obtain variances and amendments to existing permits and environmental commitments resulting from its Project design and condition changes. The Contractor will work with the Authority to coordinate with the appropriate agencies to obtain needed approvals for these activities. The Contractor will be responsible for the costs and any schedule delay for these activities.</p> <p>As additional Final Environmental Documents and applicable Governmental Approvals are obtained, the Contractor shall update the EMP to incorporate new environmental commitments that are agreed to by the permitting and approval agencies and the Authority.</p> <p>Any amendments to existing Final Environmental and applicable</p>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>Governmental Approvals or new Final Environmental Documents and applicable Governmental Approvals required as a result of Contractor-initiated changes to the Project will be at the Contractor’s expense. Any resulting schedule delay shall also be the responsibility of the Contractor.</p> <p>The Contractor shall submit to the Authority environmental compliance reports with the design submittals demonstrating that the construction is consistent with the project described in the Final Environmental Documents and applicable Governmental Approvals.”</p>	
42	<p>Deleted the following as Section 42.2, Pre-Construction Activities, Section 42.3, Construction Activities, and 42.4, Post-Construction Activities:</p> <p>“42.2 Pre-Construction Activities</p> <p>The Contractor shall comply with all Governmental Approval terms and conditions, and implementation of mitigation measures outlined in the Governmental Approvals or as adopted by the Authority in the Mitigation Monitoring and Reporting Plan, Book 3.</p> <p>The Contractor shall produce an Environmental Management Plan that includes all compliance requirements as detailed in the environmental documents. The Contractor shall submit the following plans as instructed below:</p> <ul style="list-style-type: none"> <li>• A draft plan to the Authority subject to a SONO within 90 days after NTP and prior to any construction activities commencing and</li> <li>• A final plan to the Authority subject to a SONO within 180 days after NTP and prior to any construction activities commencing.</li> </ul> <p>The plan will include a detailed list identifying each environmental approval and commitment, with reference to the approved EIR/S, and the federal, state or local agency providing the Governmental Approval. The plan shall detail environmental roles and responsibilities of all entities involved in the Project.</p> <p>The Contractor shall track detailed progress against environmental commitments, including:</p> <ul style="list-style-type: none"> <li>• Effective dates of approvals and commitments</li> <li>• Triggers of approvals</li> <li>• Responsible parties</li> <li>• Milestone dates and deadlines</li> <li>• Final clearance dates</li> </ul> <p>The plan and all associated documents and daily reporting data for permits and approvals shall be provided to the Authority electronically via the Authority web portal.</p>	B.2, Pt B.1, Pages 88-89



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>As additional Governmental Approvals are obtained, the Contractor shall update the plan to incorporate new commitments to be agreed to by the permitting agency and the Authority.</p> <p>Any amendments to existing Governmental Approvals or new Governmental Approvals required as a result of Contractor-initiated changes to the Project will be at the Contractor’s expense. Any resulting schedule delay shall also be the responsibility of the Contractor. Other Contractor responsibilities shall include:</p> <ul style="list-style-type: none"> <li>• Community outreach, as addressed in the “Public Involvement” clause (Section 53) of the General Provisions.</li> <li>• Monthly permitting review meeting where the formal status report is reviewed. Further informal permitting review meetings may be required.</li> <li>• Submit to the Authority environmental compliance reports with designs that are ready for construction demonstrating that the design remains consistent with the Project described in the final EIR/S and the environmental analysis provided therein.</li> <li>• Providing, as needed, subsequent environmental analyses to assess changes in Project design.</li> </ul> <p>42.3 Construction Activities</p> <p>During construction, the Contractor will be required to implement and demonstrate effectiveness of all applicable environmental compliance requirements. The Contractor’s Environmental Management Plan shall include procedures to identify and rectify environmental non-conformances.</p> <p>The Contractor will initiate and obtain variances and amendments to existing permits and environmental commitments resulting from its Project design and conditions changes. The Contractor will coordinate with the appropriate agencies to obtain needed approvals for these activities. The Contractor will be responsible for the costs and any schedule delay for these activities.</p> <p>The Contractor shall submit to the Authority environmental compliance reports with the as built drawings demonstrating that the construction is consistent with the project described in the final EIR/S and the environmental analysis provided therein. The Contractor shall conduct an annual review to demonstrate how the Project and Project construction practices are consistent with EIR/S.</p> <p>42.4 Post-Construction Activities</p> <p>The Contractor shall be required to complete all necessary environmental compliance activities associated with the Contract. For all environmental compliance activities that need to continue after Final Acceptance, the</p>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	Contractor shall prepare a long term environmental compliance plan and provide the plan to the Authority prior to Contract close out."	
43	Insert "survey," after "Contractor shall", insert "and dispose of" after "remove" in the first line, replaced "in accordance with the Contract Scope of Work (Book 2, Part C)" with "associated with the Work" in the second line, inserted "performing any demolition Work and" after "Prior to" and capitalized "Work" in the third line, replaced "per" with "for Authority approval in accordance with" and "the regulatory agency having jurisdiction over the site as well as requirements delineated elsewhere in this Contract" with "all Laws" in the last line of the first paragraph under Section 43, Hazardous Materials.	B.2, Pt B.1, Pages 89-90
44	Deleted "Lead or asbestos in buildings, fixtures or other improvements on the Site" as the last bullet under Section 43, Hazardous Materials.	B.2, Pt B.1, Page 91
45	Inserted "[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]" at the end of the form under Section 46.20, Equal Employment Opportunity Certification.	B.2, Pt B.1, Page 128
46	<p>Retitled Section 49 from "Third Party Entities" to "Facilities of Others".</p> <p>Deleted "the Utility Work and the Public Facility Work ("...")" after "risks relating to" in the paragraph under Section 49.1, Utilities and Public Facilities.</p> <p>Replaced "and/or future" with " as well as all Relocation work necessary to accommodate future" in the second and third lines, replaced ", excluding" with "; providing, however, that the Work excludes" in the fourth line, replaced "land rights and" with "acquisition of" in the seventh line, deleted "acquisition services" after "real Property" in the eighth line of the paragraph under Section 49.1.1.1.1, General Scope; Work Excluded.</p> <p>Replaced the following as the first bullet under the first paragraph of Section 49.1.1.1.2, Work Included:</p> <p>"Investigation of existing conditions, including taking all actions necessary to identify and confirm the existence and exact location, size and type of all Utility facilities and other Third Party Facilities located within the proposed right-of-way for the Project (as indicated in the ROW Acquisition Plan) as well as any other Utilities or other Third Party Facilities potentially impacted by Project construction (whether or not such Facilities are shown in the Utility Information or elsewhere in the RFP, and including all potentially impacted Service Lines. Incorporation of the information obtained and/or confirmed by Contractor into</p>	B.2, Pt B.1, Page 133



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>and submittal of the same to the Authority in accordance with _____."</p> <p>With the following:</p> <p>"Identification and verification of all Third Party Facilities located within or near the proposed right-of-way for the Project (as said limits are indicated in the ROW Acquisition Plan) or that may otherwise be impacted by the Project."</p>	
47	<p>Inserted "Included" before two instances of "Third Parties" in the fourth and fifth bullet, inserted "Collection of payment from Included Third Parties where the Included Third Party has cost liability;" as the sixth bullet, replaced "Any" with "All Incidental Utility Work, and any other" in the seventh bullet, inserted "Work related to the Relocation of Cross-Border Utilities, as described in this Section 14 of the Special Provisions" as the eighth bullet under Section 49.1.1.1.2, Work Included.</p> <p>Inserted "exhibits and other supporting" after "Preparation of" and "as well as those associated with the interests of Excluded Third Parties" after "Relocations" in the eleventh bullet and Deleted ", regardless of whether" after "work" and inserted "Included" after "individual" in the twelfth bullet under Section 49.1.1.1.2, Work Included.</p>	B.2, Pt B.1, Page 134
48	<p>Inserted "For purposes of Section 49.1.1.1.1" before "Relocations" and replaced "may be necessitated by" with "are necessary in the following circumstances" in the introductory sentence under Section 49.1.1.2, Necessary Relocations.</p> <p>Inserted "on the Authority's requirements as set forth in the Contract Documents (including the Design Criteria)," after "Facility based on" in the second bullet under Section 49.1.1.2, Necessary Relocations.</p> <p>Replaced "Third Party Facility Work" with "Relocations" after "The limits of" in the first line and inserted the following at the end of the last paragraph under Section 49.1.1.2, Necessary Relocations:</p> <p>"The Contractor also shall be responsible for coordinating with Excluded Third Parties as necessary to ensure that all Facility work performed by Excluded Third Parties pursuant to Excluded Third Party Agreements is compatible with and interfaces properly with the Project."</p> <p>Replaced "Utility" with "Third Party Facility" in the title of Section 49.1.1.3.</p> <p>Deleted "Certain Utilities being Relocated are also being modified to provide service to the Project; i.e., they are New Utilities" from the beginning of the</p>	B.2, Pt B.1, Page 135



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>paragraph, replaced "such Utilities are also subject to any provisions of the Contract Documents pertaining to New Utilities" with "New Third Party Facilities".</p> <p>Deleted "The provisions of the Contract Documents pertaining to Relocations do not apply to" and capitalized "Any", replaced "Utilities" with "Third Party Facilities" and inserted "are not subject to the provisions of the Contract Documents pertaining to Relocations" after "Relocation work", replaced "Utility" with "Third Party Facilities" in two instances at the end of the paragraph under Section 49.1.1.3, New Third Party Facility Work.</p> <p>Inserted the following as a new Section 49.1.1.4:</p> <p>"49.1.1.4 Contractor's Investigations and Reporting of Third Party Facilities</p> <p>The Contractor shall investigate existing conditions, including taking all actions necessary to identify and confirm the existence and exact location, size, type and all other relevant characteristics of all Facilities located within the proposed right-of-way for the Project (as said limits are indicated in the ROW Acquisition Plan) as well as any other Facilities potentially impacted by Project construction (whether or not such Facilities are shown in the Utility Information or elsewhere in the RFP, and including all potentially impacted Service Lines and all Cross-Border Utilities located within said proposed right-of-way for the Project).</p> <p>The Contractor shall maintain a Third Party Conflict Matrix in a form that lists all Facilities affected or potentially affected by the Project. The Third Party Conflict Matrix shall provide not less than the following information for each listed Utility and Public Facility:</p> <ul style="list-style-type: none"> <li>• The name of the Utility Owner or Public Facility Owner;</li> <li>• A brief description of the Utility or Public Facility by size, type and any other relevant characteristics;</li> <li>• The location of the Utility or Public Facility;</li> <li>• The proposed disposition of the Utility or Public Facility and the date such disposition was approved by the Authority;</li> <li>• With respect to Included Third Party Facilities, the party bearing Cost Liability for the Relocation; and</li> <li>• Such other information as the Authority may request.</li> </ul> <p>The first Third Party Conflict Matrix shall identify all changes from and additions to the information provided by the Authority. Each subsequent version of the Third Party Conflict Matrix must identify all changes from the previous version. The Contractor shall incorporate into the Third Party</p>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	Conflict Matrix the results of the investigations described in this Section 49.1.1.450.1.1.4, and shall submit one copy of the Third Party Conflict Matrix to the Authority weekly or as otherwise directed by the Authority."	
49	<p>Inserted "Included" before "Third Party" in the first line and inserted the following as the second to last sentence of the paragraph under Section 49.1.2, Third Party Agreements:</p> <p>"The Contractor shall comply with and timely perform any obligations identified as the Contractor's responsibility in any Excluded Third Party Agreement, or any obligations under an Excluded Third Party Agreement that are the Contractor's responsibility pursuant to these General Provisions or any other Contract Documents."</p> <p>Replaced "Master" with "Cooperative" in the title for Section 49.1.2.1.</p> <p>Replaced "Master" with "Cooperative" before "Agreement" in the first, third, fourth and fifth line of the first paragraph under Section 49.1.2.1.</p> <p>Replaced "which agreement" with "other than Excluded Third Parties. Each Cooperative Agreement" in the second line, replaced "such" with "the Included" and inserted "to which it relates" after "Party's Facilities" in the fourth line, replaced "such" with "Included" after "for each" in the fifth line, inserted "for which a Cooperative Agreement is required. Except as otherwise provided in Section 49.1.2.2.1:" at the end of the first paragraph under Section 49.1.2.1, Cooperative Agreements.</p> <p>Inserted a hard return with a colon after "Section 49.1.2.2.1", capitalized "All" and deleted ", (a)...Master Agreements included in Book 3 ("...")", inserted "Cooperative" before "Agreements" and inserted ", and" after "Contract Documents" and formatted as a bulleted list under Section 49.1.2.1, Cooperative Agreements</p> <p>Deleted "(b)", capitalized "Unless", replaced "master" with Cooperative" in three instances in the second new bullet under Section 49.1.2.1, Cooperative Agreements.</p> <p>Replaced four instances of "Master" with "Cooperative" in the first, second, fourth and fifth lines, deleted "(other than Protection in Place) and inserted the following after "Third Party" in the fifth line of the second paragraph under Section 49.1.2.1, Cooperative Agreements:</p> <p>"using, as applicable, the Cooperative Agreement Template or the Unknown Utility Owner Cooperative Agreement, both of which are included in Book 3. Notwithstanding the foregoing, the Authority may, but is not required to, enter into a Cooperative Agreement with Third Parties that only have Incidental Utility Work."</p> <p>Replace three instances of "Master" with "Cooperative" in the first, third</p>	B.2, Pt B.1, Pages 136-137



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>and fifth lines of the last paragraph under Section 49.1.2.1, Cooperative Agreements</p> <p>Replaced "Book 3" with "the Contract" in the last line of the last paragraph under Section 49.1.2.1, Cooperative Agreements.</p> <p>Inserted "Included" before "Third Party" in the first sentence, replaced "where" with ", as" and inserted the following as the last sentence of the first paragraph under Section 49.1.2.2., Task Orders:</p> <p>"Task Orders are not required for Incidental Utility Work, except that one or more Task Orders will be required for the Work with respect to Facilities belonging to Chevron Environmental."</p> <p>Inserted "Included" before "third Party" in the first line, replaced "(except as otherwise provided in Section 49.1.2.2.3" with "(including Cross-Border Utilities up to the boundary between the Project right of way and any Caltrans right of way with respect to which Caltrans is an Excluded Party" in the second and third lines, deleted "The Draft Task Orders are included in Book 3" from the fifth line, replaced a semicolon with a coma after "Contract Documents" in the fifth line, inserted "(e.g., as to price or schedule information)" after "Contractor" and "a source of Utility Information" after "except as" in the seventh line, deleted "otherwise provided in Sections 49.1.5, 49.1.6, and 49.1.8.5 from the eighth line and inserted the following as the last sentence of the paragraph under Section 49.1.2.2.1, Draft Task Orders:</p> <p>"In case of any inconsistency between a Draft Task Order and the applicable Original Cooperative Agreement with respect to Utility Information, the applicable Draft Task Order shall prevail."</p>	
50	<p>Replaced "Final" with "Preparation and Execution of" in the title for Section 49.1.2.2.2.</p> <p>Deleted "final" before "Task Order" and inserted ", subject to the Authority's approval as provided herein" after "Relocation" in the second line, deleted "specific Draft Task Orders included in the RFP where provided, and the" and capitalized "Generic Draft" in the third line, Replaced "attached to the Master Agreements for all other" with "included in Book 3 as the basis for negotiating a" in the fourth line and inserted the following after "Task Order" but before the last sentence of the paragraph under Section 49.1.2.2.2, Preparation and Execution of Task Orders:</p> <p>"with a Third Party; Contractor acknowledges that the Third Party may or may not agree to use the terms of the Generic Draft Task Order. If the Third Party does not agree to use the Generic Draft Task Order in the form provided, the executed Task Order shall, at a minimum, incorporate the terms of the Cooperative Agreement by reference, identify</p>	B.2, Pt B.1, Page 138



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>the party (the Third Party or the Contractor) responsible for specific Facility work, set forth the schedule and the deadlines for Facility work, allocate cost liability for the Facility work, describe any Facility work that is a Betterment, identify any credits to which the Authority is entitled, and set forth billing and invoicing procedures. Contractor shall submit each draft Task Order to Authority and Utility Owner for review, comment and approval. Authority shall, as applicable, provide its approval of or comments on the draft Task Order within 15 days of submittal. Contractor shall promptly address Authority’s comments and any comments received from Utility Owner, and shall resubmit the revised Task Order to Authority and Utility Owner for review and approval or comment as provided above. This process shall repeat until the draft Task Order is approved for execution by Authority and Utility Owner”</p> <p>Deleted the following as Section 49.1.2.2.3, Protection in Place:</p> <p>“Except for Protection in Place for PG&amp;E’s Facilities or as required by the Utility Owner, Task Orders shall not be required for Protection in Place of Utilities.”</p> <p>Section 49.1.2.2.4 was renumbered to 49.1.2.2.3 and replaced “Master” with “Cooperative” in the title of the same to become Section 49.1.2.2.3, Cooperative Agreements and Task Orders.</p> <p>Deleted the following as the first sentence of the paragraph under Section 49.1.2.2.3, Cooperative Agreements and Task Orders:</p> <p>“The applicable Original Master Agreement shall prevail over a Draft Task Order in case of any discrepancy between the two.”</p> <p>Replaced three instances of “Master” with “Cooperative” in the third, fourth, and seventh lines of the paragraph under Section 49.1.2.2.3, Cooperative Agreements and Task Orders.</p>	
51	<p>Inserted “Included” after “owing to” in the second bullet under Section 49.1.3.2, Contract Price.</p> <p>Inserted the following as a new third bullet under Section 49.1.3.2, Contract Price:</p> <ul style="list-style-type: none"> <li>“• All of Contractor’s direct and indirect costs of coordinating with Excluded Third Parties as necessary to ensure that all Facility work performed by Excluded Third Parties is compatible with and interfaces properly with the Project, and all of Contractor’s direct and indirect costs of performing any Contractor obligations arising pursuant to or in connection with the Excluded Third Party Agreements and/or related to any Excluded Third Party’s facilities.”</li> </ul> <p>Replaced “Utility” with “Third Party Facility” in the fourth bullet under</p>	B.2, Pt B.1, Page 139



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>Section 49.1.3.2, Contract Price.</p> <p>Inserted “• Any additional Relocation work specified in the Special Provisions, including all Cross Border Utility Work; and” as a new ninth bullet under Section 49.1.3.2, Contract Price.</p> <p>Inserted “and all other costs of performing Contractor’s obligations with respect to Excluded Third Parties’ Facilities” at the end of the last bullet under Section 49.1.3.2, Contract Price.</p>	
52	<p>Inserted the following at the end of the paragraph under Section 49.1.3.3, Records:</p> <p>“Such records shall be maintained for Third Party Facility Work designed and constructed by Contractor, and for Third Party Facility Work designed and constructed by Included Third Parties. Contractor shall also maintain separate and distinct records to track all costs incurred by Contractor with respect to facilities owned by Excluded Third Parties.”</p> <p>Replaced “only” with “and with Facilities owned by Excluded Third Parties,” after “relocations” in the third line, replaced “or” with “and” in the fourth line, inserted “, and for others” after “General Provisions in the fifth line, replaced “associated with Relocations” with “described in this Section 49.1” in the sixth line, replaced “or” with “and in the eighth line of the paragraph under Section 49.1.4, Change Orders.</p> <p>Inserted the following as a new second paragraph under Section 49.1.5, Accuracy of Utility Information:</p> <p>“The Contractor shall verify all information with respect to Utilities included in the Utility Information or elsewhere in the Reference Documents or Contract Documents and shall perform its own investigations as provided in Section 49.1.1.4. Accordingly, there shall be no changes in the Contract Price (either up or down) and no extensions of any Completion Deadlines on account of any inaccuracies in the Reference Documents or Contract Documents with respect to any Utility (including its existence, location, ownership, type and/or any other characteristic), unless otherwise expressly allowed pursuant to Sections 49.1.5.1 through 49.1.5.3 and Section 49.1.14.3.”</p> <p>Inserted “said limits are” after “Project (as” in the second line of the paragraph under Section 49.1.5.1, Inaccuracy Increasing the Work.</p>	B.2, Pt B.1, Page 140
53	<p>Deleted “Authority shall bear 100 percent of the risk of any increase in the Contractor’s direct costs for the Utility Work that is directly attributable to such lacking or inaccurate information (i.e.,...) the” after “The” in the first line then replaced “and” with “provided, however, that” in the last line of</p>	B.2, Pt B.1, Page 141



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>the first bullet of Section 49.1.5.1, Inaccuracy Increasing the Work.</p> <p>Inserted "such" after "Any" and "(a)" before "costs" in the first line, replaced "and shall exclude delay and disruption damages other than compensation for" with "; and (b) if the Contractor is entitled to extension of any Completion Deadline pursuant to Section 49.1.14.2 on account of a delay to the Critical Path as described therein, compensation for" then inserted "on account of such delay" after "idle time of equipment" in the second bullet under Section 49.1.5.1, Inaccuracy Increasing the Work.</p> <p>Replaced "the" with "reasonably" in the first line, "required pursuant to" with "(see definition of "Reasonable Accuracy" in" and inserted "as applicable," in the second line of the first bullet of the second listing under Section 49.1.5.1, Inaccuracy Increasing the Work.</p>	
54	<p>Inserted "said limits are" after "Project (as" in the second line of the first bullet, and inserted "If a nominal diameter for the Utility is indicated in the Utility Information," before a lowercased "the" in the second bullet under Section 49.1.5.3, "Reasonable Accuracy" Defined.</p> <p>Replaced "Any information concerning the location, nature or other characteristic of a Utility contained in any portion of the RFP other than the Utility Information shall not be relied upon by the Contractor and shall have no impact on "Reasonable Accuracy."" With "and shall not result in a determination that a Utility was not identified with Reasonable Accuracy" after "Reasonable Accuracy" in the third line of the last paragraph under Section 49.1.5.3, "Reasonable Accuracy" Defined.</p> <p>Inserted "only" after "Utility Information" and replaced "of the indications will be used" with "information shall be relevant" in the last line of the last paragraph under Section 49.1.5.3, "Reasonable Accuracy" Defined.</p> <p>Inserted the following after "Utilities&lt;" in the third line but before the last sentence of the first paragraph under Section 49.1.5.4, Acknowledgements and Waivers:</p> <p>" , and to allocate to the Contractor all risk of increased costs and time of the Work resulting from inaccuracies in the reputed locations of such facilities (and in any other relevant information with respect to such facilities), except as otherwise provided in Sections 49.1.5.1 through 49.1.5.3 and Section 49.1.14 with respect to certain underground Utilities."</p> <p>Inserted the following as the new first and second bullets under the paragraph of Section 49.1.5.4, Acknowledgements and Waivers:</p> <ul style="list-style-type: none"> <li>"• Except as otherwise provided in Sections 49.1.5.1 through 49.1.5.3 and Section 49.1.14.3 with respect to certain underground Utilities, any information concerning the location, nature or other characteristic of a</li> </ul>	B.2, Pt B.1, Pages 142-143



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>Utility contained in the Utility Information or elsewhere in the Reference Documents or Contract Documents is for informational purposes only, has not been verified by the Authority, may be inaccurate, and shall not be relied upon by the Contractor;</p> <ul style="list-style-type: none"> <li>The Authority has not confirmed or determined the extent of the investigation performed by Utility Owners who have provided or confirmed the information provided concerning their Utilities;"</li> </ul> <p>Replaced "Master" with "Cooperative" in the second line, and deleted "and/or Draft Task Orders (subject to Section 49.1.2.2.2)" in the third line of the paragraph under Section 49.1.6, Initial Allocation of Work Responsibility.</p> <p>Replaced two instances of "Master" with "Cooperative" in the first and second bullets, inserted "(including an executed Task Order that states it is amending the Cooperative Agreement)" after "Agreement" in the second bullet then replaced "Execution of a Task Order (whether or not there is a Draft Task Order for the affected Relocation)" with "Issuance of a Directive Letter by the Authority" in the second bullet under Section 49.1.7, Change in Allocation of Work Responsibility.</p> <p>Replaced "Master" with "Cooperative" in two instances in the first and second lines of the second paragraph under Section 49.1.7, Change in Allocation of Work Responsibility.</p>	
55	<p>Inserted the following at the end of the second paragraph under Section 49.1.7, Change in Allocation of Work Responsibility:</p> <p>"If an Excluded Third Party executes a Cooperative Agreement with respect to a Facility owned by such Excluded Third Party, such Excluded Third Party shall be deemed to be an Included Third Party with respect to the Relocation(s) addressed by such Cooperative Agreement, and such change shall be implemented in accordance with the "Changes" clause (Section 17) of the General Provisions."</p> <p>Replaced the following with "the following" after "contrary," in the first line of the third paragraph under Section 49.1.7, Change in Allocation of Work Responsibility:</p> <p>"any changes shifting responsibility for Relocation work from a Third Party to the Contractor or from the Contractor to a Third Party"</p> <p>Inserted the following as two new bullets under the third paragraph under Section 49.1.7, Change in Allocation of Work Responsibility:</p> <ul style="list-style-type: none"> <li>any changes shifting responsibility for Relocation work from a Third Party to the Contractor or from the Contractor to a Third Party; and</li> </ul>	B.2, Pt B.1, Page 144



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<ul style="list-style-type: none"> <li>any changes shifting responsibility for Relocation work from Caltrans to the Contractor (on Caltrans' side of the SR -99 ROW) or from the Contractor to Caltrans (on the Contractor's side of the SR -99 ROW) as described in Section 49.3.350.3.3 of the Special Provisions."</li> </ul> <p>Inserted "Included" before three instances of "Third Party" in the first second and third lines of the paragraph under Section 49.1.8.1, Reimbursement by Contractor.</p> <p>Inserted "any" after "excluding" in the last line of the paragraph under Section 49.1.8.1, Reimbursement by Contractor.</p> <p>Inserted "an Included" before "Third Party" in the first line of the paragraph under Section 49.1.8.2, Contractor's Failure to Pay.</p> <p>Inserted the following after Section 49.1.8.2 (section was intended to be a new Section 49.1.8.3, Utility Escrow Account but was not formatted correctly to indicate this for Addendum No. 7, it will be corrected in Addendum No. 9):</p> <p>"Utility Escrow AccountThe Contractor shall set up an escrow account for each Included Third Party whose Cooperative Agreement includes a provision allowing the Included Third Party to be paid from an escrow in the event the Contractor fails to make a payment to the Included Third Party on a timely basis. The Contractor shall establish each escrow in accordance with the requirements of the applicable Cooperative Agreement. At the time it establishes the escrow, the Contractor shall, out of its own funds, place into the escrow the amount specified in the applicable Cooperative Agreement. The Contractor shall maintain this minimum amount in the escrow at all times until the Included Third Party is fully paid for its Relocation work under the Cooperative Agreement. The Contractor shall not submit for progress payment any of the Relocation work covered by the escrows unless and until the Relocation work is actually performed by the Included Third Party and funds are paid out of the escrow to the Included Third Party for expenses actually incurred by the Included Third Party."</p>	
56	<p>Inserted "Included" before "Third Party" in three instances throughout the paragraph under Section 49.1.8.3, Collection by Contractor.</p> <p>Inserted "Included" before "Third Party" in two instances throughout the paragraph under Section 49.1.8.4, Third Party's Failure to Pay.</p> <p>Inserted "Included" before "Third Party" in three instances throughout the paragraph under Section 49.1.8.5, Cost Liability.</p> <p>Replaced "Master" with Cooperative" and deleted "and/or Draft Task Order" from after "Agreement" in the Third line, replaced "foregoing locations"</p>	B.2, Pt B.1, Page 145



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>with "Original Cooperative Agreement" in the last line of the paragraph under Section 49.1.8.5, Cost Liability.</p> <p>Replaced "Master" with "Cooperative" in two instances of the third line of the paragraph under Section 49.1.9, Change in Cost Liability Determination.</p> <p>Retitled Section 49.1.10 from "Material Change in Master Agreement" to "Material Change in Cooperative Agreement".</p> <p>Inserted "Included" before "Third Party" in the first line, replaced "Master" with "Cooperative" twice in the second and once in the third line, inserted ", Cooperative Agreement Template or Unknown Utility Owner Cooperative Agreement (all of which are in Book 3), as applicable" after "Agreement" in the fourth line of the first paragraph under Section 49.1.10.1, Notice of Change.</p> <p>Inserted a colon at the end of the first paragraph under Section 49.1.10.1, Notice of Change.</p>	
57	<p>Replaced "Master" with "Cooperative" in the title for Section 49.1.10.3.</p> <p>Replaced "Master" with "Cooperative" in four instances throughout the paragraph under Section 49.1.10.3, Notice of Change in Draft Cooperative Agreement or Amendment.</p> <p>Inserted "draft" before "amendment in the second line of the paragraph under Section 49.1.10.3, Notice of Change in Draft Cooperative Agreement or Amendment.</p> <p>Replaced "Master" with "Cooperative" in the title for Section 49.1.10.4.</p> <p>Replaced "Master" with "Cooperative" in two instances in the second and third lines of the paragraph under Section 49.1.10.4, Notice of Change in Executed Cooperative Agreement or Amendment.</p>	B.2, Pt B.1, Page 146
58	<p>Replaced "Master" with "Cooperative" in the second line and "Date" with "Deadline" in the fourth line of the paragraph under Section 49.1.10.6, Timing of Notice.</p> <p>Replaced "Master" with "Cooperative" in the second line of the paragraph under Section 49.1.10.7, Other Changes.</p> <p>Replaced "Third Party Entities" with "Facilities of Others" in the second line of the paragraph under Section 49.1.10.8, Contractor's Responsibility.</p> <p>Inserted the following at the beginning of the paragraph under Section 49.1.10.9, Incidental Utility Work:</p> <p>"Notwithstanding any contrary provision of the Contract Documents, Contractor shall be responsible for all Incidental Utility Work without regard</p>	B.2, Pt B.1, Page 147



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	to the allocation of work responsibility otherwise established pursuant to this Section 49.1. The Contractor also shall be responsible for furnishing all designs for Incidental Utility Work which it performs, unless such designs are included in designs otherwise supplied by the Utility Owner. Unless otherwise requested by the Utility Owner, no Task Orders are required, nor will Task Orders be issued, for Incidental Utility Work, and Contractor's responsibility for the same shall not be contingent upon the issuance of a Task Order."	
59	Replaced "do" with "does" in two instances in the fourth and fifth lines of the paragraph under Section 49.1.11.3, Third Party Projects.	B.2, Pt B.1, Page 148
60	Replaced "Relocations" with "Third Party Facilities" in the fourth line, inserted "and relocation or other work with respect to the Facilities of Excluded Third Parties" in the fifth and sixth lines, and inserted "or other work with respect to the Facilities of Excluded Third Parties" after "Relocations" in the eighth lines of the paragraph under Section 49.1.12, Project Design Changes.  Inserted "or the cost to Authority of relocation or other work with respect to the Facilities of Excluded Third Parties" at the end of the second bullet under Section 49.1.12, Project Design Changes.	B.2, Pt B.1, Page 149
61	Inserted "or for relocation or other work with respect to the Facilities of Excluded Third Parties" inside the parentheses of the fourth sub-bullet under the second main bullet under Section 49.1.12, Project Design Changes.	B.2, Pt B.1, Page 150
62	Inserted "an Included" before "Third Party" and replaced "or" with a comma in the first line, inserted "or Caltrans (for a Cross Border Utility)" after "Authority" in the second line, replaced "by" with "from" in the fourth line, inserted "an Included" before "Third Party" in the fifth line, and inserted "Included" before two instances of "Third Party" in the seventh and ninth lines of the paragraph under Section 49.1.13.4, Performance of Work by Contractor.  Replaced "'Delays" clause" with "Section" in the second and fourth lines of the paragraph under Section 49.1.14.1, Notice.	B.2, Pt B.1, Page 151
63	Deleted "with respect to a Utility Relocation" between "costs" and "pursuant" in the last line of the paragraph under Section 49.1.14.2, Inaccuracies in Utility Information.  Replaced "a" with "the" and inserted "an Included" before "Third Party" in the third line of the first paragraph under Section 49.1.14.3.1, Relocations	B.2, Pt B.1, Page 152



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>without Executed Task Orders.</p> <p>Replaced "Master" with "Cooperative" in the first line and "taking into consideration any force majeure provisions therein" with "(for purposes of this section, the Included Third Party's deadline shall not be extended due to the occurrence of a force majeure event that entitles the Included Third Party to a time extension under the terms of the Cooperative Agreement" after "Agreement" in the first bullet under Section 49.1.14.3.1, Relocations without Executed Task Orders.</p> <p>Inserted the following as the last paragraph under Section 49.1.14.3.1, Relocations without Executed Task Orders:</p> <p>"No time extension shall be granted pursuant to this Section 49.1.14.3.1 with respect to any delay caused by an Included Third Party occurring after a Task Order has been fully executed with respect to the affected Relocation."</p> <p>Inserted the following as new section 49.1.14.3.2, Delays Caused by Excluded Third Parties:</p> <p>"Contractor shall be entitled to one day of extension to any affected Completion Deadline for every two days of delay in the Critical Path that is directly attributable to a delay by an Excluded Third Party in completing work assigned to it under an Excluded Third Party Agreement beyond the later to occur of:</p> <ul style="list-style-type: none"> <li>• The deadline for performance of such work pursuant to the applicable Excluded Third Party Agreement (for purposes of this section, the Excluded Third Party's deadline shall not be extended due to the occurrence of a force majeure event that entitles the Excluded Third Party to a time extension under the terms of the Excluded Third Party Agreement); and</li> <li>• The approved Baseline Schedule for the Project." <p>Inserted "49.1.14.3.3 Requirements for Obtaining Time Extensions for Delays Caused by Third Parties" at a heading before the paragraph starting with "Notwithstanding".</p> <p>Replaced "in" with "under" in the first line, inserted "Section" after "either" and "or Section" after "49.1.14.3.1" and deleted "of the foregoing situations" after "49.1.14.3.2" in the second line, then inserted "of" after "unless all" in the last line of the first paragraph under Section 49.1.14.3.3, Requirements for Obtaining Time Extensions for Delays Caused by Third Parties.</p> </li></ul>	
64	Replaced "Relocation" with "work that is the subject of the delay" in the second line of the third bullet under Section 49.1.14.3.3, Requirements for	B.2, Pt B.1,



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>Obtaining Time Extensions for Delays Caused by Third Parties.</p> <p>Replaced "compensation" with "a time extension" in the first line and replaced "a" with "the" in the second line of the fourth bullet under Section 49.1.14.3.3, Requirements for Obtaining Time Extensions for Delays Caused by Third Parties.</p> <p>Deleted the following as the last paragraph under Section 49.1.14.3.3, Requirements for Obtaining Time Extensions for Delays Caused by Third Parties.</p> <p>"No time extension shall be granted pursuant to this Section 49.1.14.3 with respect to any Third Party-caused delay occurring after a Task Order has been fully executed with respect to the affected Relocation."</p> <p>Inserted "and Work with Respect to Excluded Third Parties" at the end of the title for Section 49.1.15.2, Avoidance of Relocations.</p> <p>Inserted "and on facilities owned by Excluded Third Parties" after "Relocations" in the first line, inserted "and relocation and other work with respect to facilities owned by Excluded Third Parties" on the third line after "Relocation" in the paragraph under Section 49.1.15.2, Avoidance of Relocations and Work with Respect to Excluded Third Parties.</p> <p>Inserted "or work related to the Facilities of an Excluded Third Party" after "Relocation" in the first bullet and inserted "the Contractor undertaking.../or" in the last line of the second bullet under Section 49.1.15.2, Avoidance of Relocations and Work with Respect to Excluded Third Parties.</p>	Page 153
65	<p>Inserted "and work with respect to Excluded Third Party facilities" after "Relocations" in the second bullet under Section 49.1.15.5, Assumption of Third Party Facilities Risks by Contractor.</p> <p>Inserted "and Facilities of Excluded Third Parties" at the end of the third bullet, inserted "Except as specified in this Section 49.1," before a lowercased "the" in the first line, inserted "or Facilities of Excluded Third Parties" after "Relocations" in the second line and deleted ", except as specified in this Section 49.1" in the fourth bullet under Section 49.1.15.5, Assumption of Third Party Facilities Risks by Contractor.</p> <p>Deleted "Relocation" after "defects in" in the second line, replaced "which are the basis for any construction Work Performed by the Contractor" with "for Relocations or with respect to Excluded Third Party Facilities" in the last line of the last bullet under Section 49.1.15.5, Assumption of Third Party Facilities Risks by Contractor.</p>	B.2, Pt B.1, Page 154
66	Deleted the following as Section 49.1.17, Utility and Public Facility	B.2, Pt B.1,



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>Definitions:</p> <p>“As used throughout this Contract, the following terms shall have the meanings set forth below: Betterment – With respect to a given Third Party Facility, the meaning (if any) set forth in the applicable Master Agreement.</p> <p>In all other cases, the term “Betterment” shall mean any upgrading of a Relocated Third Party Facility that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Third Party, including an increase in the capacity, capability, level of service, efficiency, duration or function of the Relocated Facility over that which was provided by the existing Facility; provided, however, that the following are not considered Betterments in such cases:</p> <ul style="list-style-type: none"> <li>- Any upgrading necessary for safe and effective construction of the Project;</li> <li>- Replacement devices or materials that meet equivalent standards although they are not identical;</li> <li>- Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;</li> <li>- Any upgrading required by applicable Laws (excluding any Laws that fall within the definition of Third Party Standards for such Third Party);</li> <li>- Replacement devices or materials which are used for reasons of economy (e.g. non-stocked items may be uneconomical to purchase); or</li> <li>- Any upgrading required by the applicable Third Party Standards in effect as of the date of execution of the applicable Master Agreement. Conduit – Any conduit, casing, sleeve, hanger, attachment, or blockout for installation or protection of Utilities attached to or installed through structures, or installed under rail or roadway crossings, and any associated pull-ropes for Utility cables. Cost Liability – The obligation to bear the cost of all or part of a Relocation (as between the Authority and the Utility Owner), whether arising out of common or statutory law or contract, as established in accordance with Section 49.1.8.5. Draft Master Agreement – an unexecuted Master Agreement included in Book 3, without consideration of any modifications or amendments made after the Proposal Deadline. Draft Task Order – an unexecuted Task Order included in Book 3, without consideration of any modifications or amendments made after the Proposal Deadline. Facility – a Third Party Facility. Incidental Utility Work – All of the following work necessary for construction of the Project, including any necessary coordination with Utility Owners and property owners, furnishing design, performing construction, obtaining and complying with required Governmental Approvals and preparing as-built surveys:</li> </ul> <ul style="list-style-type: none"> <li>- Service Line Relocations;</li> </ul>	<p>Pages 154-159</p>



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

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	<ul style="list-style-type: none"> <li>- Utility Appurtenance Adjustments;</li> <li>- Purchases and installations of Conduits;</li> <li>- Protections in Place of all Utilities, except for the Utilities being Protected in Place by PG&amp;E or its contractors (as indicated by the relevant Draft Task Orders);</li> <li>- Street and parkway modification and restoration made necessary by Utility Relocations, including resurfacing and restriping of streets (including sidewalks), landscape restoration, and relocation of street lights and traffic signals;</li> <li>- Potholing, electronic detection and/or surveying to determine Utility locations; and</li> <li>- Abandonment of Utilities, including removal and disposal of abandoned Utilities. Master Agreement – Any of the following documents (including unless otherwise specified, any modifications and amendments thereto executed after the Proposal Deadline):</li> <li>- The agreements between the Authority and Third Parties (draft or executed) included in Book 3 and identified as Master Agreements; and</li> <li>- Any other agreement between the Authority and a Third Party that addresses Relocations for the Project and/or the CHSRP (or other portions thereof) in a general manner.</li> </ul> <p>A document is a "Master Agreement" if it meets the definition set forth herein, without regard to the name by which the document designates itself. New Utility -- Any new Utility constructed or installed as a result of the Project for the purpose of providing service to the Project, either directly or indirectly. The terms also includes Utilities being Relocated that are also being modified to provide service to the Project, either directly or indirectly. Original Master Agreement – A Master Agreement (whether or not executed) included in Book 3, without consideration of any modifications or amendments made after the Proposal Deadline. Protection in Place or Protect in Place – Any activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered Protection in Place; whereas temporarily moving power lines to another location after cutting them would not be considered Protection in Place and would instead be a Temporary Relocation. The term Protection in Place includes both temporary measures and permanent installations meeting the foregoing</p>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

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Change No.	Description	Location
	<p>definition.</p> <p>Public Facility – A facility, owned or operated by a Governmental Person, that must be relocated in order to accommodate the Project; provided, however, that the term excludes all Utilities and any facilities owned or operated by the California Department of Transportation. Public Facility Owner – The owner or operator of a Public Facility. Public Facility Work – The Work associated with Relocation of Public Facilities, including (a) Contractor’s reimbursement of Public Facility Owners for Relocation work they perform, (b) any Betterments added to the scope of the Public Facility Work, and (c) all other Work with respect to Public Facilities described in this Section 49.1. Reasonable Accuracy – The meaning set forth in Section 49.1.5.3. Relocate – Action to undertake a Relocation. Relocation – Each alteration, removal, relocation, replacement, reconstruction, support, including provision of temporary facilities as necessary, of any and all Third Party Facilities that is necessary in order to accommodate or permit construction of the Project and/or future CHSTP facilities to be designed and constructed by others as described in the Scope of Work. Relocation work –The Utility Work and Public Facility Work as well as the work by Third Parties and/or their contractors associated with Relocation of Utilities and/or Public Facilities, including design, construction, installation, manufacture, supply, testing, inspection, and any other work required by the Third Party Agreements. Service Line (also referred to as a lateral or service lateral) – (a) any Utility line, the function of which is to directly connect the improvements on an individual property (e.g., a single family residence or an industrial warehouse) to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system, and (b) any cable or Conduit that supplies an active feed from a Utility Owner’s facilities to activate or energize a Governmental Person’s lighting and electrical systems, traffic control systems, communication systems or irrigation systems. The term "Service Line" also includes any Utility on public or private property that services structures located on such property. Task Order –A work order or agreement, as the same may be amended from time to time, among the Authority, the Contractor and a Third Party, authorizing and providing for the performance of specific work and or services and/or the purchase of materials and equipment. A document is a "Task Order" if it meets the definition set forth herein, without regard to the name by which the document designates itself, and without regard to whether it is issued pursuant to the provisions of an applicable Master Agreement. Temporary Relocation – (a) Any interim relocation of a Utility (i.e. the installation, removal and disposal of the interim facility) pending installation of the permanent facility in the same or a new location, and (b) any removal and reinstallation of a Utility in the same location with or without an interim relocation.</p>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

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Change No.	Description	Location
	<p>Third Party – Any Utility Owner or Public Facility Owner. Because the California Department of Transportation is not a Public Facility Owner, it is also not a Third Party. Third Party Agreement – A Master Agreement or a Task Order, as the context may require, and as the same may be modified or amended from time to time. Third Party Facility – Any Utility or Public Facility. Third Party Facility Work – Public Facility Work and/or Utility Work, as the context may require. Third Party Project – The design and construction by or at the direction of a Third Party of a new Third Party Facility other than as part of a Relocation or to provide service to the Project. Third Party Projects shall be entirely the financial obligation of the Third Party. Third Party Standards – For a Relocation covered by a Master Agreement, the standard specifications, standards of practice, and construction methods which the Master Agreement applies to Relocations made in order to accommodate the Project.</p> <p>For any Relocations not covered by a Master Agreement, the standard specifications, standards of practice, and construction methods that a Third Party customarily applies to Facilities constructed by the Third Party (or for the Third Party by its contractors) at its own expense and that are comparable to the Facilities being Relocated for the Project. Such Third Party Standards may or may not all be incorporated into documents issued by the Third Party, and shall include those processes, procedures, policies and practices that are industry-standard in Central California for each particular type of Third Party Facility and those (if any) that are specified for the particular Third Party in the Contract Documents. For any Third Party that is also a Governmental Person, its Third Party Standards shall include all such requirements that are imposed by Laws issued by such Third Party. Utility or utility – Privately, publicly, or cooperatively owned line, facility or system (including municipal and/or government lines, facilities and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, sewage, waste, storm water or any other similar commodity that directly or indirectly serves the public, including any irrigation system and any fire or police signal system. The necessary appurtenances to each Utility facility (including fire hydrants as appurtenances to water lines, and drainage basins for storm water lines) shall be considered part of such Utility. Without limitation, any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line. However, when used in the context of the removal, relocation and/or protection of facilities to accommodate the Project, the term "Utility" or "utility" specifically excludes (a) traffic signals, street lights, and crossing equipment, as well as any electrical conduits and feeds providing service to such facilities, and (b) cellular telecommunications towers and related facilities. All electrical lines that connect (directly or indirectly) to traffic signals, street lights, and/or crossing equipment shall be deemed to provide service to such facilities if they do not carry</p>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>electricity that will serve any other types of facilities. If the context so requires, the term "Utility" or "utility" shall also mean "Utility Owner."</p> <p>Utility Appurtenance Adjustment – The adjustment of Utility appurtenances (e.g. manholes, valve boxes, and vaults) for line and grade upon completion of Work in the vicinity. Utility Easement – A permanent replacement easement and/or other interest in real property located outside of the Project right-of-way that is necessary for a Relocation. Utility Information – The information concerning the location, nature and other characteristics of existing Utilities provided in the Draft Task Orders, including any such information incorporated into the Draft Task Orders by reference to the Utility Composite Drawings in Book 4. The definition of Utility Information does not include any information regarding Relocation, schedule or cost. Utility Owner or utility owner – The owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, municipalities and other Governmental Persons); provided, however, that in a joint pole use situation, if the applicable Master Agreement makes the pole owner responsible to the Authority for Relocation of all Utilities installed on that pole (whether or not owned by the pole owner), then for purposes of this Contract the pole owner will be treated as the Utility Owner with respect to all Utilities installed on that pole. Utility Work – The Work associated with Relocation of Utilities, including the following:</p> <ul style="list-style-type: none"> <li>a. Contractor’s reimbursement of Utility Owners for Relocation work they perform,</li> <li>b. Any Betterments added to the scope of the Utility Work,</li> <li>c. Any Work to be performed by the Contractor pursuant to Section 49.1.1.1 with regard to acquisition of Utility Easements, and</li> <li>d. All other Work with respect to Utilities described in this Section 49.1.”</li> </ul>	
67	<p>Inserted the following under Section 49.2, Railroad Agreements:</p> <p>“49.2.1 General</p> <p>This “” clause describes how responsibility and liability are allocated between the Parties related to the Railroad Agreements.</p> <p>49.2.2 Executed Agreements</p> <p>The Authority shall provide the Contractor with executed versions of any Railroad Agreements that were not executed and provided to the Contractor prior to the Proposal Deadline. The Contractor shall comply with the terms of the executed versions of such Railroad Agreements, which shall supersede the terms of the draft versions of the corresponding Railroad Agreements in Book 3, Part D, Subpart 7. Any changes in the</p>	B.2, Pt B.1, Pages 159-160



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>scope of the Work to be performed by Contractor as a result of material modifications contained in the executed versions of the Railroad Agreements from the draft versions of the corresponding Railroad Agreements in Book 3, Part D, Subpart 7 that (a) have a material adverse impact on the Contractor’s obligations hereunder and (b) were not caused by the construction means, methods and techniques employed by Contractor, shall be treated as an Authority-Directed Change. An executed version of a Railroad Agreement delivered by the Authority shall be considered a directive letter in accordance with Section of the General Provisions. The requirements and limitations set forth in Sections and 23 of the General Provisions shall apply to Authority-Directed Changes under this section, except that (a) the notification and other requirements regarding executed Cooperative Agreements in Section 49.1.10.4 to shall apply in lieu of the notice requirements set forth in Section and (b) subject to the provisions in Section 49.1.10.4 to , a notice given by the Contractor pursuant to this Section shall be treated as a notice given in accordance with Section .</p> <p>49.2.3 Contractor Duties Under the Railroad Agreements</p> <p>Subject to Section , without any increase in the cost or time of performance of the Work, Contractor shall:</p> <ul style="list-style-type: none"> <li>• perform all tasks and duties attributed to the Authority’s contractor in the Railroad Agreements; and</li> <li>• perform all tasks and duties attributed to the Authority in the Railroad Agreements except for the Authority’s obligations to make payments to the railroads and to provide notice of Change Orders</li> </ul> <p>49.2.4 Failure of Railroads to Cooperate</p> <p>The Contractor and the Authority’s obligations under Section regarding the failure of Third Parties to cooperate shall apply to the railroads’ failure to cooperate as if the railroads were Third Parties; provided that (a) this provision shall not otherwise result in the Contract Documents treating railroads as Third Parties and (b) the first two bullets in Section as well as the language throughout Section regarding Betterments do not apply.</p> <p>49.2.5 Railroad-Caused Delays</p> <p>Subject to the terms of the “” clause (Section ) and the “Equitable Adjustments” clause (Section 23) of the General Provisions, the Contractor shall be entitled to one day of extension of any affected Completion Deadline for every two days of delay in a Critical Path that is directly attributable to a delay by a railroad in performing its obligations under a Railroad Agreement.</p> <p>Notwithstanding the foregoing, the Contractor shall not be entitled to a</p>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>time extension unless all the following conditions are satisfied:</p> <ul style="list-style-type: none"> <li>• The Contractor has made all reasonable efforts to obtain the timely cooperation of the railroad;</li> <li>• The party(ies) responsible hereunder for obtaining permits, if any, necessary to perform the delayed work has/have obtained, or is/are in a position to timely obtain all such permits; and</li> <li>• The delay for which a time extension is sought is not concurrent with any other delay, whether or not such other delay is on a Critical Path, other than any other delay caused by the Authority.</li> <li>• the Contractor’s performance of the tasks and duties attributed to the contractor in the SR 99 Contract, including, but not limited to, those identified in Section 9 (Right of Way) and Section 10 (Coordination) of the SR 99 Contract; and”</li> </ul>	
68	<p>Deleted the section previously entitled “49.3 Caltrans Agreement” with “[To be provided]” as the body of the section.</p> <p>Section 49.3 retitled as “Utility and Public Facility Definitions” with the following as the body of the section:</p> <p>“As used throughout this Contract, the following terms shall have the meanings set forth below:</p> <ul style="list-style-type: none"> <li>• Betterment – With respect to a given Third Party Facility, the meaning (if any) set forth in the applicable Cooperative Agreement.</li> </ul> <p>In all other cases, the term “Betterment” shall mean any upgrading of a Relocated Third Party Facility that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Third Party, including an increase in the capacity, capability, level of service, efficiency, duration or function of the Relocated Facility over that which was provided by the existing Facility; provided, however, that the following are not considered Betterments in such cases:</p> <ul style="list-style-type: none"> <li>- Any upgrading necessary for safe and effective construction of the Project;</li> <li>- Replacement devices or materials that meet equivalent standards although they are not identical;</li> <li>- Replacement of devices or materials no longer regularly manufactured with the next highest grade or size;</li> <li>- Any upgrading required by applicable Laws (excluding any Laws that fall within the definition of Third Party Standards for such Third Party);</li> </ul>	B.2, Pt B.1, Pages 161-167



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<ul style="list-style-type: none"> <li>- Replacement devices or materials which are used for reasons of economy (e.g. non-stocked items may be uneconomical to purchase); or</li> <li>- Any upgrading required by the applicable Third Party Standards in effect as of the date of execution of the applicable Task Order.</li> <li>• Caltrans – The California Department of Transportation.</li> <li>• Conduit – Any conduit, casing, sleeve, hanger, attachment, or blockout for installation or protection of Utilities attached to or installed through structures, or installed under rail or roadway crossings, and any associated pull-ropes for Utility cables.</li> <li>• Cooperative Agreement – Any of the following documents (including unless otherwise specified, any modifications and amendments thereto executed after the Proposal Deadline):                         <ul style="list-style-type: none"> <li>- The agreements between the Authority and Included Third Parties (draft or executed) included in Book 3 and identified as Cooperative Agreements; and</li> <li>- Unless otherwise specified in the Contract Documents, any other agreement between the Authority and an Included Third Party that addresses Relocations for the Project and/or the CHSRP (or other portions thereof) in a general manner, including the Master Agreements with Madera County, Madera Irrigation District and Fresno Metropolitan Flood Control District.</li> </ul> </li> <li>• Cost Liability – The obligation to bear the cost of all or part of a Relocation (as between the Authority and the Utility Owner), whether arising out of common or statutory law or contract, as established in accordance with Section 49.1.8.6. When established by contract, this cost allocation may constitute a final resolution of the issue or an agreement to allocate the cost liability provisionally (a “status quo” agreement), subject to later determination by negotiation, litigation or arbitration. For purposes of the Contract Documents, both types of contractual allocations shall be treated in the same manner.</li> <li>• Cross-Border Utility – A Utility which crosses the border between the Project right-of-way and ROW right of way with respect to which Caltrans is an Excluded Third Party.</li> <li>• Draft Cooperative Agreement – an unexecuted Cooperative Agreement included in Book 3, without consideration of any modifications or amendments made after the Proposal Deadline.</li> <li>• Draft Task Order – an unexecuted Task Order included in Book 3, without consideration of any modifications or amendments made after</li> </ul>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>the Proposal Deadline.</p> <ul style="list-style-type: none"> <li>• Excluded Third Party – Any of the entities designated as Excluded Third Parties in the Special Provisions.</li> <li>• Excluded Third Party Agreement – An agreement between the Authority and an Excluded Third Party regarding existing Facilities impacted by the Project (and/or new Facilities being constructed in connection with the Project) with respect to which the Third Party is an Excluded Third Party.</li> <li>• Facility – a Third Party Facility.</li> <li>• Incidental Utility Work – All of the following work necessary for construction of the Project, including any necessary coordination with Utility Owners and property owners, furnishing design, performing construction, obtaining and complying with required Governmental Approvals and preparing as-built surveys:                         <ul style="list-style-type: none"> <li>- Service Line Relocations;</li> <li>- Utility Appurtenance Adjustments;</li> <li>- Purchases and installations of Conduits;</li> <li>- Protections in Place of all Utilities;</li> <li>- Street and parkway modification and restoration made necessary by Utility Relocations, including resurfacing and restriping of streets (including sidewalks), landscape restoration, and relocation of street lights and traffic signals;</li> <li>- Potholing, electronic detection and/or surveying to determine Utility locations; and</li> <li>- Abandonment of Utilities, including removal and disposal of abandoned Utilities.</li> </ul> </li> <li>• Included Third Party – All Third Parties to the extent they are not an Excluded Third Party.</li> <li>• Included Third Party Agreement – A Cooperative Agreement or a Task Order, as the context may require, and as the same may be modified or amended from time to time.</li> <li>• New Third Party Facility -- Any new Third Party Facility constructed or installed as a result of or in connection with the Project for the purpose of providing service to the Project, either directly or indirectly. The term also includes Third Party Facilities being Relocated that are also being modified to provide service to the Project, either directly or indirectly.</li> <li>• Original Cooperative Agreement – A Cooperative Agreement (whether or not executed) included in Book 3, without consideration of any</li> </ul>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>modifications or amendments made after the Proposal Deadline.</p> <ul style="list-style-type: none"> <li>• Protection in Place or Protect in Place – Any activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility’s location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered Protection in Place; whereas temporarily moving power lines to another location after cutting them would not be considered Protection in Place and would instead be a Temporary Relocation. The term Protection in Place includes both temporary measures and permanent installations meeting the foregoing definition.</li> <li>• Public Facility – A facility, owned or operated by a Governmental Person.</li> <li>• Public Facility Owner – The owner or operator of a Public Facility.</li> <li>• Public Facility Work – All Work with respect to Public Facilities described in Section , including (a) Contractor’s reimbursement of Public Facility Owners for Relocation work they perform, (b) any Betterments added to the scope of the Public Facility Work, and (c) Contractor’s duties with respect to the Facilities of the Excluded Third Parties.</li> <li>• Railroad Agreements – The agreement or agreements between the Authority and a railroad governing the design and construction of Authority facilities adjacent to the railroads.</li> <li>• Reasonable Accuracy – The meaning set forth in Section 49.1.5.3.</li> <li>• Relocate – Action to undertake a Relocation.</li> <li>• Relocation – Each alteration, removal, relocation, replacement, reconstruction, construction, support, including provision of temporary facilities as necessary, of any and all existing Third Party Facilities that is necessary in order to accommodate or permit construction, operation, maintenance or use of the Project, and/or of future CHSTP facilities to be designed and constructed by others as described in the Scope of Work; provided, however, that the term “Relocation” shall not include any of the foregoing actions with respect to (a) any Facilities which are the subject of an Excluded Third Party Agreement, or (b) any Utilities to the extent such actions are to be performed or managed by an Excluded Third Party pursuant to an Excluded Third Party Agreement.</li> <li>• Relocation work –The Utility Work and Public Facility Work as well as the work by Third Parties and/or their contractors associated with Relocation of Utilities and/or Public Facilities, including design, construction, installation, manufacture, supply, testing, inspection, and any other work</li> </ul>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>associated with the Project and required by the Included Third Party Agreements.</p> <ul style="list-style-type: none"> <li>• Service Line (also referred to as a lateral or service lateral) – (a) any Utility line, the function of which is to directly connect the improvements on an individual property (e.g., a single family residence or an industrial warehouse) to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system, and (b) any cable or Conduit that supplies an active feed from a Utility Owner’s facilities to activate or energize a Governmental Person's lighting and electrical systems, traffic control systems, communication systems or irrigation systems. The term "Service Line" also includes any Utility on public or private property that services structures located on such property.</li> <li>• Task Order –A work order or agreement, as the same may be amended from time to time, among the Authority, the Contractor and an Included Third Party, authorizing and providing for the performance of specific work and or services and/or the purchase of materials and equipment. A document is a "Task Order" if it meets the definition set forth herein, without regard to the name by which the document designates itself, and without regard to whether it is issued pursuant to the provisions of an applicable Cooperative Agreement.</li> <li>• Temporary Relocation – (a) Any interim relocation of a Utility (i.e. the installation, removal and disposal of the interim facility) pending installation of the permanent facility in the same or a new location, and (b) any removal and reinstallation of a Utility in the same location with or without an interim relocation.</li> <li>• Third Party – Any Utility Owner or Public Facility Owner.</li> <li>• Third Party Agreement – Any Included Third Party Agreement or Excluded Third Party Agreement.</li> <li>• Third Party Facility – Any Utility or Public Facility.</li> <li>• Third Party Facility Work – Public Facility Work and/or Utility Work, as the context may require.</li> <li>• Third Party Project – The design and construction of a Third Party of a new Third Party Facility other than as part of a Relocation or to provide service to the Project.</li> <li>• Third Party Standards – All standard specifications, standards of practice, and construction methods that apply to a Third Party’s Facilities pursuant to any one or more of the following:</li> <li>• Any Third Party Agreement(s) applicable to such work;</li> </ul>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<ul style="list-style-type: none"> <li>• Design and construction requirements included in the Contract Documents for a particular Third Party's Facilities; and/or</li> <li>• For any Third Party Facility Work for which applicable standard specifications, standards of practice, and construction methods are not specified in an applicable Third Party Agreement, the standard specifications, standards of practice, and construction methods that the Third Party customarily applies to Facilities constructed by the Third Party (or for the Third Party by its contractors) at its own expense and that are comparable to the Facilities being constructed for the Project. Such Third Party Standards may or may not all be incorporated into documents issued by the Third Party, and shall include those processes, procedures, policies and practices that are industry-standard in Central California for each particular type of Third Party Facility and those (if any) that are specified for the particular Third Party in the Contract Documents.</li> </ul> <p>For any Third Party that is also a Governmental Person, its Third Party Standards shall include all requirements that are imposed by Laws issued by such Third Party.</p> <p>In case of any inconsistency between or among any of the applicable standards described in this definition, the most stringent standard shall prevail.</p> <ul style="list-style-type: none"> <li>• Utility or utility – Privately, publicly, or cooperatively owned line, facility or system (including municipal and/or government lines, facilities and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, sewage, waste, storm water or any other similar commodity that directly or indirectly serves the public, including any irrigation system and any fire or police signal system. The necessary appurtenances to each Utility facility (including fire hydrants as appurtenances to water lines, and drainage basins for storm water lines) shall be considered part of such Utility. Without limitation, any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line. However, when used in the context of the removal, relocation and/or protection of facilities to accommodate the Project, the term "Utility" or "utility" specifically excludes (a) traffic signals, street lights, and crossing equipment, as well as any electrical conduits and feeds providing service to such facilities, and (b) cellular telecommunications towers and related facilities. All electrical lines that connect (directly or indirectly) to traffic signals, street lights, and/or crossing equipment shall be deemed to provide service to such facilities if they do not carry electricity that will serve any other types of facilities. If the context so requires, the term "Utility" or "utility" shall also mean "Utility Owner."</li> </ul>	



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<ul style="list-style-type: none"> <li>• Utility Appurtenance Adjustment – The adjustment of Utility appurtenances (e.g. manholes, valve boxes, and vaults) for line and grade upon completion of Work in the vicinity.</li> <li>• Utility Easement – A permanent replacement easement and/or other interest in real property located outside of the Project right-of-way that is necessary for a Relocation.</li> <li>• Utility Information – The information concerning the location, nature and other characteristics of existing Utilities provided in the Draft Task Orders, including without limitation, any such information incorporated into the Draft Task Orders by reference. The definition of Utility Information does not include any information regarding Relocation, schedule or cost.</li> </ul> <p>Utility Owner or utility owner – The owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, municipalities and other Governmental Persons); provided, however, that:</p> <ul style="list-style-type: none"> <li>• in a situation involving use of a pole or other supporting structure (collectively, “support”) for more than one Utility (“joint use”), if the applicable Cooperative Agreement or Excluded Third Party Agreement makes the owner of the support responsible to the Authority for Relocation of all Utilities jointly using that support regardless of the Utility’s ownership, then for purposes of this Contract the owner of the support will be treated as the Utility Owner with respect to all Utilities jointly using that support.</li> <li>• Utility Work – All Work with respect to Utilities described in Section 49.1, including the following: <ul style="list-style-type: none"> <li>a. Contractor’s reimbursement of Utility Owners for Relocation work they perform,</li> <li>b. Any Betterments added to the scope of the Utility Work, and</li> <li>c. Any Work to be performed by the Contractor pursuant to Section 49.1.1.1 with regard to real property rights and interests.”</li> </ul> </li> </ul>	
69	Inserted “as a Change Order” after “Authority” in the last line of the paragraph under Section 50.3, Partnering Cost Allocation.	B.2, Pt B.1, Page 168
70	Replaced “3” with “three” in the last paragraph under Section 51.5.1, Criteria and Limitations for Membership on the DRB.	B.2, Pt B.1, Page 173
71	Replaced the following with “be submitted as a Change Order”: “not be subject to Retainage as provided in the paragraph entitled	B.2, Pt B.1, Page 178



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	"Invoicing and Payment" (Section 30) of these General Provisions"	
72	Deleted "Table of Notification" from the second line of the paragraph under Section 53.2.2.4, Construction Schedule/Maintenance of Traffic and Access.	B.2, Pt B.1, Page 184
73	<p>Inserted the following as a new last paragraph under Section 54.2, Quality Program:</p> <p>"The Contractor shall submit to the Authority a comprehensive Quality Manual describing the scope, organization, and implementation of the Contractor's Quality Program and Quality Management System subject to a SONO from the Authority."</p>	B.2, Pt B.1, Page 189
74	<p>Deleted "Pursuant to the requirements of the Authority's Change Control and Configuration Management Plan set forth in Book 3," and capitalized "The" from the beginning of the first paragraph under Section 58.5, Change Control and Configuration Management.</p> <p>Replaced "Baseline Design Document" with "Design Baseline Report" in the last line of the first paragraph under Section 58.5, Change Control and Configuration Management.</p> <p>Deleted "that are consistent and compatible with the Authority's Change Control and Configuration Management Plan" from the end of the first sentence of the second paragraph under Section 58.5, Change Control and Configuration Management.</p> <p>Replaced "Baseline Design Document" with "Design Baseline Report" in the second to sentence of the second paragraph under Section 58.5, Change Control and Configuration Management.</p>	B.2, Pt B.1, Page 196
75	<p>Replaced "with the exception of temporary easements" with the following after "Project;" in the first line of the first paragraph under Section 59.1, General:</p> <p>"provided, however, that the Authority will acquire all temporary easements (TCEs) that are identified in the ROW Acquisition Plan and the Contractor will acquire all other TCEs (whether or not they are necessary for the Project)"</p> <p>Replaced "within" with "in" in the last line of the first paragraph under Section 59.1, General.</p> <p>Deleted the following as the third paragraph under Section 59.1, General:</p> <p>"The Contractor shall be provided access to each parcel or group of parcels identified in the ROW Acquisition Plan as such parcel(s) is cleared. The</p>	B.2, Pt B.1, Page 197



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>ROW Acquisition Plan will identify the key dates relating to access.”</p> <p>Replaced “Required” with “identified” in the third paragraph under Section 59.1, General.</p> <p>Formatted into a bulleted list and capitalized “Take” and “Provide” in the first two bullets under the fourth paragraph under Section 59.1, General.</p>	
76	<p>Inserted the following as the last two sentences of Section 59.1, General:</p> <p>“The Contractor shall work proactively with the Authority to resolve right-of-way acquisition changes and to adjust its construction schedule to accommodate these changes.</p> <p>Excess land is available for the Contractor's use (subject to all applicable requirements).”</p> <p>Inserted “Except as set forth in the “Eminent Domain-Condensation” clause (Section 59.4.2),” at the beginning of the paragraph and lowercase “the” in the first line, replace “coordinate” with “be responsible for” in the second line, insert “of the identified right-of-way;; including: payment to property owners for purchase and for relocations; providing right-of-way engineering services,” after “acquisition” in the third line, replace “maintain” with “maintaining” and “prepare” with “preparing” in the fifth line, replace “order” with “ordering” in the sixth line, replace “coordinate” with “coordinating”, “develop” with “developing”, “presenting” with “presenting”, and “negotiate” with “negotiating” in the seventh line, and replaced “coordinate” with “coordinating” in the eighth line of the paragraph under Section 59.1.1, The Authority’s Role.</p> <p>Deleted the following as Section 59.2.1, Standards and retitled as “Not Used”:</p> <p>“In the event of a conflict relating to right-of-way activities, the order of precedence shall be as set forth below, unless otherwise specified:</p> <ul style="list-style-type: none"> <li>• The Authority’s Surveying and Mapping Manual</li> <li>• The Authority’s CADD Data Standards</li> </ul> <p>The Contractor shall work proactively with the Authority to resolve right-of-way acquisition changes and to adjust its construction schedule to accommodate these changes.”</p>	B.2, Pt B.1, Page 198
77	<p>Replaced “temporary construction easements” with “location and use of TCE” in the last line of the third paragraph under Section 59.2.2, Meeting and Reporting Requirements.</p> <p>Deleted the following as Section 59.3, Resources Provided by the Authority</p>	B.2, Pt B.1, Page 199



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>and retitled as "Not Used":</p> <p>"The following resources shall be used by the Contractor and will be available in the Design Criteria, or from the Authority:</p> <ul style="list-style-type: none"> <li>• General - Copies of pertinent Project correspondence and Project data as determined by the Authority</li> <li>• ROW Acquisition Plan"</li> </ul> <p>Deleted the following paragraph after Section 59.4, Acquisition Activities:</p> <p>"The Authority is responsible for payments to all property owners for purchase of identified acquisitions and for relocation payments. All additional costs for the Contractor's pre-acquisition and acquisition activities shall be included in the Contract Price."</p> <p>Inserted "Other than TCEs identified in the ROW Acquisition Plan," before a lowercased "the" at the beginning of the paragraph, replaced "temporary construction easements, including temporary utility easements," with "TCEs" in the second line, deleted "construction activities in accordance with" in the third, inserted the following as the last sentence to the first paragraph under Section 59.4.1, Temporary Construction Easements:</p> <p>"TCEs that have not been identified in the ROW Acquisition Plan that are external to the environmentally cleared area shall be cleared by the Contractor at the Contractor's cost in coordination with the Authority.</p> <p>TCEs that are identified in the ROW Acquisition Plan shall be acquired by the Authority as described in the "General" clause (Section 59.1)."</p> <p>Deleted the following as the first bullet under Section 59.4.2, Eminent Domain-Condensation:</p> <p>"All items necessary as required by the viewing Engineer's checklist for eminent domain actions"</p>	
78	<p>Inserted "and" at the end of the second bullet and inserted the following as the third bullet under Section 59.4.2, Eminent Domain-Condensation:</p> <ul style="list-style-type: none"> <li>• All other items to demonstrate need as requested by the Authority to support eminent domain actions."</li> </ul> <p>Replaced "need" with "necessity" in the third line, replaced "it is determined" with "the Authority determines" and inserted "the" after "that" in the fifth line, replaced "needed" with "necessity" and inserted "that is, it is not possible for the Contractor to comply with the Contract without acquiring such right-of-way," after "Project" in the sixth line, and inserted the following at the end of the first paragraph under Section 59.4.3,</p>	B.2, Pt B.1, Page 200



**RFP Document:** Book 2, Part B, Subpart 1 – General Provisions New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>Identification of Additional Right-of-Way:</p> <p>"The Contractor shall prepare the right-of-way requirements map to be used by the Authority's right-of-way engineering service to produce appraisal maps, which the Contractor shall certify as sufficient."</p> <p>Replaced "provided surveys, appraisals and other documentation" with "prepare the right-of-way requirements map" in the third line of the third paragraph under Section 59.4.3, Identification of Additional Right-of-Way.</p> <p>Inserted the following as the fourth paragraph under Section 59.4.3, Identification of Additional Right-of-Way:</p> <p>"If an approved VECP requires a TCE that is not identified in the ROW Acquisition Plan and the Contractor fails to obtain the TCE, then the original Contract requirements will apply. If the Contractor fails to implement a VECP, then the costs incurred by the Authority related to the VECP shall be reimbursed by the Contractor."</p> <p>Insert "(regardless of cause)" at the end of the last sentence under Section 59.4.3, Identification of Additional Right-of-Way.</p> <p>Replaced "utility relocation" with "Relocation Work" in the first line, inserted "Owner" after Utility then replaced "Master" with "Cooperative" in the second line, inserted "The" before "Contractor's" in the third line, replaced "preparation of supporting paperwork as provided" with "the documentation requirements set forth" in the fourth line, and inserted "the "Work Included" clause" after "in" in the fourth line, then capitalized "Utility" and inserted "Owner" afterward in the paragraph under Section 59.5, Acquisition Activities Related to Utility Relocations.</p>	
79	Inserted "references to clauses and section include all sub-clauses and subsection and" after "specified" in the thirteenth line of the first paragraph under Section 61.5, Interpretation.	B.2, Pt B.1, Page 204
80	Capitalized "Guaranty" and deleted "hereunder" from the second line of the third paragraph h under Section 61.8, Successors and Assigns.	B.2, Pt B.1, Page 205

**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work New Document Revised Document Change Log Only

Change No.	Description	Location
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**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
1	Clarified references to "Project" in all applicable instances throughout the document.	AD.6 - B2 - Pt C.1, Entire Document
2	Clarified references to "Contract" in all applicable instances throughout the document.	AD.6 - B2 - Pt C.1, Entire Document
3	Clarified references to "Work" in all applicable instances throughout the document.	AD.6 - B2 - Pt C.1, Entire Document
4	<p><b>Part C – Scope of Work</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in the first paragraph.</p>	AD.6 - B2 - Pt C.1, Page 1
5	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Deleted "guidance and" and added the following to the end of first bullet point:</p> <p style="padding-left: 40px;"><i>" ; inclusive of Updates to Design Criteria document in Book 3"</i></p>	AD.6 - B2 - Pt C.1, Page 1
6	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Added the following to the end of second bullet point:</p> <p style="padding-left: 40px;"><i>" ; inclusive of Updates to Directive Drawings document in Book 3"</i></p>	AD.6 - B2 - Pt C.1, Page 1
7	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Added "document that" between "process" and "Contractor" in the sixth bullet point.</p>	AD.6 - B2 - Pt C.1, Page 1



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

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Change Log Only

Change No.	Description	Location
8	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Revised the eleventh bullet point to read:</p> <p><i>"• <b>Basis of Design</b> – Policy document prepared by the Authority that defines the major components and performance objective of the CHST System, as defined in the Basis of Design document. Contractor shall use this document in the preparation of designs to ensure consistency with the components, objectives, processes, requirements, and assumptions governed by Authority policy."</i></p>	AD.6 - B2 - Pt C.1, Page 2
9	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Added the following sentence at the end of the thirteenth bullet point:</p> <p><i>"Contractor's attention is further directed to Updates to Standard Specifications document in Book 4."</i></p>	AD.6 - B2 - Pt C.1, Page 2
10	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Added sub bullet point "a" between the thirteenth and fourteenth bullet point:</p> <p><i>"a. Contracting Officer, as used in the Standard Specifications, shall be understood to mean the Authority Representative, as defined in the General Provisions."</i></p>	AD.6 - B2 - Pt C.1, Page 2
11	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Added a new paragraph after the fourteenth bullet point:</p> <p><i>"The Standard Specifications and Standard Drawings indicate a standard of quality to be achieved by the Contractor for the construction of the Project."</i></p>	AD.6 - B2 - Pt C.1, Page 2
12	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Deleted the fifteenth bullet point <i>"• <b>City of Fresno Design Guidelines CHSTP (for reference)</b>"</i></p>	AD.6 - B2 - Pt C.1, Page 2



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
13	<p><b>1 – California High Speed Train Project (CHSTP) Standards and Manuals</b></p> <p>Added “above” between “documents” and “are”, and deleted “of this Procurement Package” in the last paragraph of this section.</p>	AD.6 - B2 - Pt C.1, Page 2
14	<p><b>2 – Preliminary Engineering Documents</b></p> <p>Revised the fifth sub bullet point under “b. <b>Preliminary Technical Reports</b>” to read:</p> <p><i>“– Design Variance Report”</i></p>	AD.6 - B2 - Pt C.1, Page 3
15	<p><b>2 – Preliminary Engineering Documents</b></p> <p>Added the following sentence at the end of “c. <b>Special Specifications</b>”:</p> <p><i>“Contractor’s attention is further directed to Updates to Special Specifications document in Book 4.”</i></p>	AD.6 - B2 - Pt C.1, Page 3
16	<p><b>2 – Preliminary Engineering Documents</b></p> <p>Revised the third sub bullet point, “– Design Files”, under “d. <b>Electronic Files</b>” to read:</p> <p><i>“– Alignment Geometry Files (ALG)”</i></p>	AD.6 - B2 - Pt C.1, Page 3
17	<p><b>2 – Preliminary Engineering Documents</b></p> <p>Deleted “of this Procurement Package” in all instances of second paragraph under “d. <b>Electronic Files</b>”.</p>	AD.6 - B2 - Pt C.1, Page 3
18	<p><b>2 – Preliminary Engineering Documents</b></p> <p>Revised “design criteria, directive drawings” to “Design Criteria, Directive Drawings” in the last paragraph of this section.</p>	AD.6 - B2 - Pt C.1, Page 4



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
19	<p><b>3.1 – CP1A, Hybrid Alternative Segment– South of Avenue 17 to North of Veterans Boulevard (alignment generally along the existing BNSF Railway)</b></p> <p>Revised the last sentence in the last paragraph to read:</p> <p><i>"Construction includes demolition, site clearing, utility relocations, roadway construction, and compliance with the applicable requirements, mitigation measures identified in the Final Environmental Documents, and agreements between the Authority and applicable Third Parties."</i></p>	AD.6 - B2 - Pt C.1, Page 5
20	<p><b>3.2 – CP1A, Remaining Alignment Segment – North of Veterans Boulevard to North of Stanislaus Street</b></p> <p>Revised the first sentence in the first paragraph to read:</p> <p><i>"This segment is approximately 5.5 miles in length, exclusive of the portion of Work to be completed by Caltrans, and runs adjacent to the west side of the UPRR."</i></p>	AD.6 - B2 - Pt C.1, Page 5
21	<p><b>3.2 – CP1A, Remaining Alignment Segment – North of Veterans Boulevard to North of Stanislaus Street</b></p> <p>Revised the second paragraph to read:</p> <p><i>"Additional major construction elements include four (4) grade separations at Shaw, McKinley, Olive, and Belmont Avenues, realignment of Golden State Boulevard, demolition, site clearing, and utility relocations, and compliance with the applicable requirements, mitigation measures identified in the Final Environmental Documents, and agreements between the Authority and applicable Third Parties."</i></p>	AD.6 - B2 - Pt C.1, Page 5
22	<p><b>3.2 – CP1A, Remaining Alignment Segment – North of Veterans Boulevard to North of Stanislaus Street</b></p> <p>Added the following paragraph after the second paragraph:</p> <p><i>"Olive and Belmont Avenues shall be designed and constructed as offline alignments to minimize impacts to the existing roadways during construction. Contractor's attention is directed to the reference preliminary designs in Book 4."</i></p>	AD.6 - B2 - Pt C.1, Page 5



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
23	<p><b>3.2 – CP1A, Remaining Alignment Segment – North of Veterans Boulevard to North of Stanislaus Street</b></p> <p>Added the following to the end of the first sentence in the last paragraph:</p> <p><i>”, including demolition, site clearing, and utility relocations.”</i></p>	AD.6 - B2 - Pt C.1, Page 5
24	<p><b>3.2 – CP1A, Remaining Alignment Segment – North of Veterans Boulevard to North of Stanislaus Street</b></p> <p>Added the following after the third paragraph:</p> <p><i>”Portion of work to be performed by City of Fresno includes design and construction of the proposed Veterans Boulevard overcrossing. The facilities that the City of Fresno will complete include:</i></p> <ul style="list-style-type: none"> <li><i>• Construction of Veterans Boulevard overcrossing (i.e. over the HSR alignment and UPRR)</i></li> <li><i>• Construction of the Veterans Boulevard connectors to the realigned Golden State Boulevard</i></li> <li><i>• Construction of Veterans Boulevard and West Bullard Avenue</i></li> </ul> <p><i>”Contractor’s attention is directed to the limits shown on the preliminary design plans in Book 4, as well as section 3.5 of this Scope of Work concerning Contractor’s responsibility to coordinate its design with Third Parties. The design and construction of Golden State Boulevard shall remain in Contractor’s Scope.”</i></p>	AD.6 - B2 - Pt C.1, Page 5
25	<p><b>3.3 – CP1B, Segment – North of Stanislaus Street to South of Santa Clara Street</b></p> <p>Deleted “master” between “and” and “agreement” in the last sentence of the second paragraph of this section.</p>	AD.6 - B2 - Pt C.1, Page 6
26	<p><b>3.3 – CP1B, Segment – North of Stanislaus Street to South of Santa Clara Street</b></p> <p>Added the following sentence before the last sentence starting with “The UPRR shoofly” and created a new paragraph with the added sentence and the sentence starting with “The UPRR shoofly”:</p> <p><i>”Contractor shall design and construct Stanislaus Street as a bi-direction facility, and Tulare, Ventura, and Fresno Streets as undercrossings (i.e. under the HSR alignment).”</i></p>	AD.6 - B2 - Pt C.1, Page 6



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
27	<p><b>3.4 – CP1C, Alignment F1, Segment – South of Santa Clara Street to South of East American Avenue</b></p> <p>Deleted “master” between “and” and “agreement” in the last sentence of the third paragraph.</p>	AD.6 - B2 - Pt C.1, Page 6
28	<p><b>3.5 – Limit of Work for Enabling Facilities</b></p> <p>Revised the last bullet point under the first paragraph to read:</p> <p><i>“• Other permitting agencies as noted in Book 3 of the Contract Documents”</i></p>	AD.6 - B2 - Pt C.1, Page 7
29	<p><b>3.5 – Limit of Work for Enabling Facilities</b></p> <p>Deleted “of this Procurement Package” in first sentence of the third paragraph.</p>	AD.6 - B2 - Pt C.1, Page 7
30	<p><b>3.5 – Limit of Work for Enabling Facilities</b></p> <p>Revised the second bullet point under the third paragraph to read:</p> <p><i>“• Compliance with most recent and adopted general and/or long-range plans for/by Caltrans and the cities and counties of Madera and Fresno”</i></p>	AD.6 - B2 - Pt C.1, Page 7
31	<p><b>3.5 – Limit of Work for Enabling Facilities</b></p> <p>Revised the third bullet point under the third paragraph to read</p> <p><i>“• Compliance with local and state regulations with regard to impacts to sensitive areas, such as campgrounds and schools.”</i></p>	AD.6 - B2 - Pt C.1, Page 7
32	<p><b>3.5 – Limit of Work for Enabling Facilities</b></p> <p>Revised the fourth bullet point under the third paragraph to read:</p> <p><i>“• Veterans Boulevard – do not preclude future Veterans Boulevard work, inclusive of connectors (to be completed by others)”</i></p>	AD.6 - B2 - Pt C.1, Page 7
33	<p><b>3.5 – Limit of Work for Enabling Facilities</b></p> <p>Revised the seventh bullet point under the third paragraph to read:</p> <p><i>“• Fresno St. undercrossing (i.e. under HSR alignment) - preserve existing UPRR grade separation to minimize disruption to freight operations”</i></p>	AD.6 - B2 - Pt C.1, Page 7



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work New Document Revised Document Change Log Only

Change No.	Description	Location
34	<p><b>3.5 – Limit of Work for Enabling Facilities</b></p> <p>Revised the ninth bullet point under the third paragraph to read:</p> <p><i>" Jensen Ave - identified as Extra Legal Load Network roadway; traffic must be maintained at all times, as well as extra vertical clearance requirements."</i></p>	AD.6 - B2 - Pt C.1, Page 7
35	<p><b>4.1 General</b></p> <p>Added a bullet point after the third bullet point under the first paragraph:</p> <p><i>" Removal of hazardous materials"</i></p>	AD.6 - B2 - Pt C.1, Page 8
36	<p><b>4.1 General</b></p> <p>Revised the eighteenth bullet point under the first paragraph:</p> <p><i>" Implementation of Contractor's warranty for the Project after construction completion"</i></p>	AD.6 - B2 - Pt C.1, Page 8
37	<p><b>4.1 General</b></p> <p>Added a bullet point after the nineteenth bullet point under the first paragraph:</p> <p><i>" Design and construction of permanent improvements necessary as part of right-of-way acquisitions, including but not limited to improvements related to maintenance of access for specific properties and/or grade separations (i.e. driveways and/or other conforms). Contractor shall ensure positive drainage for all improvements."</i></p>	AD.6 - B2 - Pt C.1, Page 8
38	<p><b>4.1 General</b></p> <p>Created a new paragraph starting with "Contractor shall indentify, design, install and maintain" and deleted "service" between "warranty" and "period" in the first sentence of the paragraph.</p>	AD.6 - B2 - Pt C.1, Page 9
39	<p><b>4.1 General</b></p> <p>Added the following between "soundwalls" and "and" in the first sentence of the seventh paragraph:</p> <p><i>"(except the soundwalls along the Roeding Park in downtown Fresno, which shall remain in Contractor's scope);"</i></p>	AD.6 - B2 - Pt C.1, Page 9



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

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Change No.	Description	Location
40	<p><b>4.1 General</b></p> <p>Revised "Master Agreements" to "agreements" in the first bullet point under the eighth paragraph.</p>	AD.6 - B2 - Pt C.1, Page 10
41	<p><b>4.1 General</b></p> <p>Revised the second bullet point under the eighth paragraph to read</p> <p><i>"• Contractor's design and construction shall be completed such as to ensure the Project's ultimate readiness for high-speed rail passenger operations. Note that design speed shall be 250 miles per hour (see 4.2.1.1 in this Scope of Work)."</i></p>	AD.6 - B2 - Pt C.1, Page 10
42	<p><b>4.1 General</b></p> <p>Added "but not limited to" between "including " and "the" in the last sentence of the third bullet point under the ninth paragraph.</p>	AD.6 - B2 - Pt C.1, Page 10
43	<p><b>4.1 General</b></p> <p>Added two sub bullet points under the third bullet point under the ninth paragraph:</p> <p><i>"– Future high-speed rail passenger stations – Soundwalls"</i></p>	AD.6 - B2 - Pt C.1, Page 10
44	<p><b>4.2.1.1 CHSTP Design Criteria</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in all instances of the section.</p>	AD.6 - B2 - Pt C.1, Page 10
45	<p><b>4.2.1.3 Specifications</b></p> <p>Revised the third paragraph to read:</p> <p><i>"Contractor shall review CHSTP Standard Specifications and Special Specifications, and determine applicability of each specification section to Contractor's final design and construction methods, and determine what additional specifications are required. This review shall include the reference standards as referenced/included in the Standard Specifications. Contractor shall implement whatever changes are necessary to the Standard Specifications, including Mandatory Standard Specifications, to suit the specifications to Contractor's design and construction."</i></p>	AD.6 - B2 - Pt C.1, Page 12



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

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Change Log Only

Change No.	Description	Location
46	<p><b>4.2.1.3 Specifications</b></p> <p>Added the following paragraph between the third and fourth paragraph:</p> <p><i>"The registered professional engineers who prepare the Construction Specifications, in signing and sealing the Construction Specifications, shall be responsible for the Construction Specifications suitability to the design and construction and compliance to the Design Criteria and other Contract provisions. Their responsibility shall encompass the Standard Specifications provisions invoked and made applicable through the Construction Specifications."</i></p>	AD.6 - B2 - Pt C.1, Page 12
47	<p><b>4.2.1.3 Specifications</b></p> <p>Revised the last sentence in the fourth paragraph to read:</p> <p><i>"For Contractor-added specifications not included as part of the CHSTP Standard and/or Special Specifications, Contractor's Draft Construction Specifications shall include "NEW" in bold capital letters in the top margin of the new Contractor-developed Construction Specifications section."</i></p>	AD.6 - B2 - Pt C.1, Page 12
48	<p><b>4.2.1.1 CHSTP Design Criteria</b></p> <p>Added a paragraph after the last paragraph:</p> <p><i>"The Contractor shall require construction-phase submittals in its Construction Specifications sections similar to those listed in the Standard Specifications."</i></p>	AD.6 - B2 - Pt C.1, Page 12
49	<p><b>4.2.2 Review of Environmental Documents</b></p> <p>Revised the first paragraph to read:</p> <p><i>"Before completing its technical and engineering reports and construction drawings, Contractor shall conduct a review of and ensure compliance with all Final Environmental Documents and applicable Governmental Approvals. Compliance shall be demonstrated through preparation of environmental compliance reports, to be submitted with each design deliverable. Contractor shall be responsible for obtaining required permits for construction of the Project, as indicated in Approach for Obtaining ICS Environmental Approvals/Permits in Book 3."</i></p>	AD.6 - B2 - Pt C.1, Page 12



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

<b>Change No.</b>	<b>Description</b>	<b>Location</b>
50	<b>4.4 Design and Code Analysis</b> Changed "this Procurement Package" to "the Contract Documents" in the last sentence of the last paragraph of the section.	AD.6 - B2 - Pt C.1, Page 13
51	<b>4.5 Certification Program</b> Revised the section title from:  <b><i>"Safety and Security Certification Program"</i></b> to:  <b><i>"Certification Program"</i></b>	AD.6 - B2 - Pt C.1, Page 13
52	<b>4.5 Certification Program</b> Revised "they" to "contractor" in the second sentence of the first paragraph.	AD.6 - B2 - Pt C.1, Page 13
53	<b>4.5 Certification Program</b> Changed "this Procurement Package" to "the Contract Documents" in the third sentence of the first paragraph.	AD.6 - B2 - Pt C.1, Page 13
54	<b>4.6 Interface Coordination and Design Integration</b> Revised "contract" to "contractors" in the first paragraph.	AD.6 - B2 - Pt C.1, Page 13
55	<b>4.7 Verification and Validation and Self-Certification</b> Revised "technical contract" to "Technical Contract" in all instances of the first paragraph.	AD.6 - B2 - Pt C.1, Page 13
56	<b>4.8 Value Engineering</b> Changed "in this Procurement Package" to "the Contract Documents" in the last sentence of the first paragraph.	AD.6 - B2 - Pt C.1, Page 14
57	<b>4.8 Value Engineering</b> Revised "contractor" to "Contractor" in the second paragraph.	AD.6 - B2 - Pt C.1, Page 14



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work New Document Revised Document Change Log Only

Change No.	Description	Location
58	<p><b>4.9 Design Reports</b></p> <p>Changed "Procurement Package" to "Contract Documents" and added a sentence at the end of the first paragraph:</p> <p><i>"Contractor shall include hard copies and an electronic file posted in accordance with the direction provided in the General Provisions."</i></p>	AD.6 - B2 - Pt C.1, Page 14
59	<p><b>4.9 Design Reports</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in the last sentence of the second paragraph.</p>	AD.6 - B2 - Pt C.1, Page 14
60	<p><b>4.9.1 Design Baseline Report</b></p> <p>Added bullet point after the first bullet point under the first paragraph:</p> <p><i>"• <b>Trackside access</b> - Trackside access driving gates shall be provided at Authority facility locations. If this cannot be provided due to site constraints, an alternative method of providing vehicular access to the trackside from the Authority facility shall be submitted to the Authority for review and approval as part of this Design Baseline Report."</i></p>	AD.6 - B2 - Pt C.1, Page 15
61	<p><b>4.9.1 Design Baseline Report</b></p> <p>Revised the third bullet point under the first paragraph to read:</p> <p><i>"• <b>Structure Plans, Elevations, and Typical Sections</b> – For grade separated structures, viaducts, bridges, trenches, tunnels, and retaining walls. Drawings shall include preliminary nominal dimensions of the structures subject to final design calculations."</i></p>	AD.6 - B2 - Pt C.1, Page 15
62	<p><b>4.9.1 Design Baseline Report</b></p> <p>Revised "Master Agreements" to "agreements" in the fourth bullet point under the first paragraph</p>	AD.6 - B2 - Pt C.1, Page 15
63	<p><b>4.9.1 Design Baseline Report</b></p> <p>Revised the second paragraph to read:</p> <p><i>"Contractor shall prepare Design Baseline Report, submit for review, coordinate comment resolution, and ensure approval of the Design Baseline Report by Authority within 180 days of NTP. Authority's review period for the Design Baseline Report is twenty working days."</i></p>	AD.6 - B2 - Pt C.1, Page 15



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
64	<p><b>4.9.2 Hydrology and Hydraulics Reports</b></p> <p>Revised "reports" to "Reports" and added "the" between "as" and "temporary" in the first paragraph.</p>	AD.6 - B2 - Pt C.1, Page 16
65	<p><b>4.9.3 Geotechnical Reports</b></p> <p>Added a paragraph after the second paragraph:</p> <p><i>"Contractor's Geotechnical Investigation Plan shall be submitted to the Authority prior to commencement of the field work, which shall be subject to V&amp;V and self-certification as described in V&amp;V and Self-Certification Requirements in Book 3. Upon review, the Authority will issue one of the three dispositions as described in V&amp;V and Self-Certification Requirements. If Contractor proposes to use investigation methods and/or frequencies that differ from the guidelines set forth in the Design Criteria, a variance for the proposed alternate investigation plan(s) shall be submitted to the Authority for approval prior to commencement of the field work. Contractor's attention is further directed to Section 4.14 of this Scope of Work concerning Design Variance Requests, as well as Sections 4.3, 4.9.4, and 5.9 for related design efforts."</i></p>	AD.6 - B2 - Pt C.1, Page 16
66	<p><b>4.9.4 Structures Reports</b></p> <p>Revised the first paragraph to read:</p> <p><i>"Contractor shall prepare Structures Reports providing the basis for the design of retaining walls, U-Walls, cut-and-cover boxes, jacked boxes, bridges, and aerial structures."</i></p>	AD.6 - B2 - Pt C.1, Page 16



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
67	<p><b>4.9.4 Structures Reports</b></p> <p>Added the following information between the first and second paragraph:</p> <p><i>"Contractor shall also prepare and submit a Type Selection Report for each HSR aerial structure (i.e. grade separations, bridges, and/or viaducts). The Type Selection Report(s) will be subject to Authority approval. Authority's review period for the Type Selection Report(s) is twenty working days. As part of the Type Selection Report(s), Contractor shall include the following reports:</i></p> <ul style="list-style-type: none"> <li>• <i>Type Selection Memo (Type Selection Memo shall be subject to approval as part of the Type Selection Report Submittal)</i></li> <li>• <i>Major Reports (Major Reports, as listed below, shall be subject to approval as part of the Type Selection Report Submittal)</i> <ul style="list-style-type: none"> <li>○ <i>Seismic Analysis and Design Plan (Design Criteria 11.3)</i></li> <li>○ <i>Rail Stress and Fastener Design and Analysis Plan (Design Criteria 12.6.8.6)</i></li> <li>○ <i>Complex and Non-Standard Aerial Structures Load Path Report (Design Criteria 12.8.7)</i></li> </ul> </li> <li>• <i>Supporting Reports (Contractor shall have secured Authority concurrence on the applicable sections of the Supporting Reports listed below prior to inclusion in the Type Selection Report Submittal)</i> <ul style="list-style-type: none"> <li>○ <i>Hydrology and Hydraulics reports (Section 4.9.2)</i></li> <li>○ <i>Geotechnical Engineering Design Report (Section 4.9.3)</i></li> <li>○ <i>Aesthetic Design and Review for Non-Station Structures Report (Section 4.9.5)</i></li> </ul> </li> </ul> <p><i>Structures Reports not part of Type Selection will be considered as standard design Structures Reports. Upon review of these other Structures Reports, the Authority will issue one of the three dispositions as described in V&amp;V and Self-Certification Requirements in Book 3 of the Contract Documents."</i></p>	AD.6 - B2 - Pt C.1, Page 16



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
68	<p><b>4.9.4 Structures Reports</b></p> <p>Revised the last paragraph to read:</p> <p><i>"Structure Reports for other jurisdictional authorities such as Caltrans, cities, counties, and railroads shall comply with requirements of that jurisdiction. Contractor shall coordinate with these jurisdictional authorities and obtain their written approval prior to the design and construction of these structures. Contractor's attention is directed to Sections 4.10 and 4.12 of this Scope of Work."</i></p>	AD.6 - B2 - Pt C.1, Page 16
69	<p><b>4.9.5 Aesthetic Design and Review for Non-Station Structures Report</b></p> <p>Changed "Procurement Package" to "Contract Documents" in the last sentence of the second paragraph.</p>	AD.6 - B2 - Pt C.1, Page 17
70	<p><b>4.9.5 Aesthetic Design and Review for Non-Station Structures Report</b></p> <p>Revised the last sentence in the third paragraph to read:</p> <p><i>"The Aesthetic Design and Review for Non-Station Structures Report shall describe Contractor's approach to implementing the guidelines."</i></p>	AD.6 - B2 - Pt C.1, Page 17
71	<p><b>4.9.6 Certifiable Elements and Hazards Logs</b></p> <p>Revised the last sentence in the first paragraph to read:</p> <p><i>"Hazards associated with each certifiable element that can reasonably be expected to occur within Contractor's Scope of Work shall be identified by Contractor on the Certifiable Elements and Hazards Log as defined in the CHSTP Safety and Security Management Plan found in Book 3 of the Contract Documents."</i></p>	AD.6 - B2 - Pt C.1, Page 18
72	<p><b>4.10 Preparing Construction Drawings and Construction Specifications for Third Party Facilities</b></p> <p>Revised the section title from:</p> <p><b><i>"Preparing Construction Drawings and Construction Specifications for CHSTP Facilities Third-Party Entities"</i></b></p> <p>to:</p> <p><b><i>"Preparing Construction Drawings and Construction Specifications for Third Party Facilities"</i></b></p>	AD.6 - B2 - Pt C.1, Page 18



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
73	<p><b>4.10 Preparing Construction Drawings and Construction Specifications for Third Party Facilities</b></p> <p>Changed "Third Party Entities" to "Third Parties" in the first and second paragraphs.</p>	AD.6 - B2 - Pt C.1, Page 18
74	<p><b>4.10 Preparing Construction Drawings and Construction Specifications for Third Party Facilities</b></p> <p>Revised the third and fourth paragraph to read:</p> <p><i>"Contractor shall identify the design and construction requirements and codes of affected Third Parties; and document the requirements and codes in the Design and Code Analysis Report. Contractor shall perform this assessment taking into account signed agreements, draft agreements, or agreement language in process, as provided by the Authority. If a Third Party prepares design for its facilities, Contractor shall be responsible for coordinating and reviewing such design to ensure conformance with Contractor's design and construction efforts per the Contract requirements.</i></p> <p><i>Agreements and Permits are included in Book 3 of the Contract Documents."</i></p>	AD.6 - B2 - Pt C.1, Page 18-19
75	<p><b>4.10 Preparing Construction Drawings and Construction Specifications for Third Party Facilities</b></p> <p>Added a paragraph after the fourth paragraph:</p> <p><i>"For City of Fresno roadways, Contractor shall employ the design speeds noted in the Preliminary Design Plans included in Book 4. For County of Madera and Caltrans roadways, Contractor shall employ the design speeds established by the County and Caltrans, respectively. Contractor's attention is further directed to Section 5.3 of this Scope of Work."</i></p>	AD.6 - B2 - Pt C.1, Page 19
76	<p><b>4.11 CHSTP Design Submittals</b></p> <p>Changed "Procurement Package" to "Contract Documents" in the first paragraph and changed "this Procurement Package" to "the Contract Documents" in the second paragraph.</p>	AD.6 - B2 - Pt C.1, Page 20
77	<p><b>4.11 CHSTP Design Submittals</b></p> <p>Changed "construction specifications" to "Construction Specifications" under Construction Specifications bullet point.</p>	AD.6 - B2 - Pt C.1, Page 20



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
78	<p><b>4.11 CHSTP Design Submittals</b></p> <p>Added a bullet point after the last bullet point:</p> <p>“• <i>Revised Attachment 8, as edited and expanded by the Contractor. Attachment 8 – Technical Contract Submittal List of the Scope of Work indicates which submittals shall be submitted to the Authority for approval, Statement of No Objection (SONO), or information, as described therein. This list is intended to provide the Contractor with a summary of the Technical Contract Submittal requirements. Contractor shall use this list as the basis to prepare its list of submittal requirements per the Contract Documents.</i>”</p>	AD.6 - B2 - Pt C.1, Page 20
79	<p><b>4.12 Third Party Design Submittals</b></p> <p>Revised Section title from</p> <p><b><i>“Third-Party Entity Design Submittals”</i></b> to:</p> <p><b><i>“Third Party Design Submittals”</i></b></p>	AD.6 - B2 - Pt C.1, Page 20
80	<p><b>4.12 Third Party Design Submittals</b></p> <p>Revised the first paragraph to read:</p> <p><i>“Contractor shall provide Third Party submittals to respective Third Party and a copy to the Authority unless otherwise noted. Contractor shall be responsible for determining and providing submittal quantities required by Third Parties”</i></p>	AD.6 - B2 - Pt C.1, Page 20
81	<p><b>4.12 Third Party Design Submittals</b></p> <p>Revised the first and second sentence in the third paragraph to read:</p> <p><i>“Contractor shall include in the baseline schedule each Third Party submittal and review period. Contractor shall apply V&amp;V and self-certification as described in V&amp;V and Self-Certification Requirements in Book 3 of the Contract Documents.”</i></p>	AD.6 - B2 - Pt C.1, Page 21
82	<p><b>4.12 Third Party Design Submittals</b></p> <p>Added a new paragraph after the last paragraph of the section:</p> <p><i>“Upon Third Party approval of Third Party Submittals, Contractor shall forward a copy to the Authority for information.”</i></p>	AD.6 - B2 - Pt C.1, Page 21



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

<b>Change No.</b>	<b>Description</b>	<b>Location</b>
83	<p><b>4.13 Ready for Construction (RFC) Submittals</b></p> <p>Added a fourth bullet point under the fourth paragraph:</p> <p>"• <i>Electronic Submittal Files</i>"</p>	AD.6 - B2 - Pt C.1, Page 21
84	<p><b>4.13 Ready for Construction (RFC) Submittals</b></p> <p>Added a new bullet point at the end of the fourth paragraph:</p> <p><i>"Revised Attachment 8, as edited and expanded by the Contractor, to include construction-phase submittals."</i></p>	AD.6 - B2 - Pt C.1, Page 21
85	<p><b>4.13 Ready for Construction (RFC) Submittals</b></p> <p>Added "baseline" between "its" and "schedule" in the last paragraph.</p>	AD.6 - B2 - Pt C.1, Page 21
86	<p><b>4.14 Design Variances</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in all instances of the section.</p>	AD.6 - B2 - Pt C.1, Page 22
87	<p><b>4.15.1 Safety and Security</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in all instances of the section.</p>	AD.6 - B2 - Pt C.1, Page 23
88	<p><b>4.15.2 Hazardous Material Handling</b></p> <p>Revised the first paragraph to read:</p> <p><i>"Contractor shall remove and dispose of all Hazardous Material in accordance with the General Provisions."</i></p>	AD.6 - B2 - Pt C.1, Page 23
89	<p><b>4.15.3 Utility Work and Coordination with Utility Companies</b></p> <p>Removed "in this Procurement Package" in the first sentence of the first paragraph.</p>	AD.6 - B2 - Pt C.1, Page 23
90	<p><b>4.15.3 Utility Work and Coordination with Utility Companies</b></p> <p>Changed "Master Agreements" to "agreements" in the first paragraph.</p>	AD.6 - B2 - Pt C.1, Page 23



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
91	<p><b>4.15.3 Utility Work and Coordination with Utility Companies</b></p> <p>Added a sentence after the last paragraph:</p> <p><i>"AT&amp;T and PG&amp;E will perform design and construction of their facilities."</i></p>	AD.6 - B2 - Pt C.1, Page 23
92	<p><b>4.15.4 Construction Phase Submittals</b></p> <p>Added a new paragraph after the first paragraph:</p> <p><i>"Attachment 8 – Technical Contract Submittal List of the Scope of Work includes those construction-phase submittals specified in mandatory Standard Specifications. The Contractor shall also incorporate all submittals required under its Construction Specifications into the list along with an indication whether those submittals shall be submitted to the Authority for SONO or information. The list itself shall be submitted to the Authority for SONO."</i></p>	AD.6 - B2 - Pt C.1, Page 23
93	<p><b>4.15.4 Construction Phase Submittals</b></p> <p>Deleted the third and fourth sentences in the last paragraph and added the following sentence:</p> <p><i>"Contractor shall comply with Attachment 7 – Procedures for Construction-Phase Submittals."</i></p>	AD.6 - B2 - Pt C.1, Page 23-24
94	<p><b>4.15.5 As-Builts</b></p> <p>Changed "in this Procurement Package" to "the Contract Documents" in the second sentence of the first paragraph.</p>	AD.6 - B2 - Pt C.1, Page 24
95	<p><b>4.15.6 Environmental Mitigations</b></p> <p>Revised the first paragraph to read:</p> <p><i>"Contractor shall be responsible for the review, coordination, permitting, design, construction, and monitoring of the applicable mitigations and commitments consistent with the limits and scope of work for Construction Package 1. Contractor is expected to review the mitigation measures and commitments included in the Final Environmental Documents and applicable Governmental Approvals, verify against the Scope of Work, and submit a list of mitigation measures as part of the Environmental Management Plan (EMP) to allow the Authority to verify completeness and concurrence in the list."</i></p>	AD.6 - B2 - Pt C.1, Page 24



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work New Document Revised Document Change Log Only

Change No.	Description	Location
96	<p><b>4.15.6 Environmental Mitigations</b></p> <p>Added "in book 3" to the end of the second paragraph.</p>	AD.6 - B2 - Pt C.1, Page 24
97	<p><b>5.1 Demolition, Clearing and Grubbing of the Construction Site</b></p> <p>Deleted the first sentence of the first paragraph and replaced it with the following:</p> <p><i>"The Contractor shall remove all existing structures and other improvements within the limits of the right-of-way, and the Contractor shall clear and grub the Site, inclusive of Third Party facilities and the relocation of waterways and utilities. If a structure is partly within the limits of the right-of-way and partly outside of the limits of the right-of-way, the Contractor shall remove the entire structure and its foundation.</i></p>	AD.6 - B2 - Pt C.1, Page 25
98	<p><b>5.1 Demolition, Clearing and Grubbing of the Construction Site</b></p> <p>Added a paragraph after the second paragraph:</p> <p><i>"Contractor shall remove the existing Belmont Avenue undercrossing, including trench walls and roadway. The existing UPRR bridge shall remain and be protected in place."</i></p>	AD.6 - B2 - Pt C.1, Page 25
99	<p><b>5.2 Railroad Relocation and Reconstruction</b></p> <p>Changed "contractor's" to "Contractor's" in the second sentence of the first paragraph.</p>	AD.6 - B2 - Pt C.1, Page 25
100	<p><b>5.2 Railroad Relocation and Reconstruction</b></p> <p>Changed "limits of work " to "Limits of Work" in the fourth paragraph.</p>	AD.6 - B2 - Pt C.1, Page 25
101	<p><b>5.2 Railroad Relocation and Reconstruction</b></p> <p>Added a paragraph after the fourth paragraph:</p> <p><i>"Contractor shall design and construct the SJVRR spur tracks in the vicinity of Dry Creek Canal under the assumption that only one spur line may be closed at a time (i.e. one spur line shall remain open at all times)."</i></p>	AD.6 - B2 - Pt C.1, Page 25



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

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Change Log Only

Change No.	Description	Location
102	<p><b>5.3 Roadway Construction</b></p> <p>Added a paragraph after the second paragraph:</p> <p><i>"For City of Fresno roadways, Contractor shall employ the design speeds noted in the Preliminary Design Plans included in Book 4. For County of Madera and Caltrans roadways, Contractor shall employ the design speeds established by the County and Caltrans, respectively."</i></p>	AD.6 - B2 - Pt C.1, Page 25
103	<p><b>5.4 Trackway</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in the third sentence of the second paragraph.</p>	AD.6 - B2 - Pt C.1, Page 26
104	<p><b>5.4 Trackway</b></p> <p>Changed "consider" to "account for" in the sixth sentence of the second paragraph.</p>	AD.6 - B2 - Pt C.1, Page 26
105	<p><b>5.6 Concrete Barriers</b></p> <p>Added a new paragraph after the second paragraph:</p> <p><i>"Contractor shall design and construct intrusion protection barriers that are integral with the trench walls."</i></p>	AD.6 - B2 - Pt C.1, Page 27
106	<p><b>5.7 Cut Section and Walls (Trench Structures)</b></p> <p>Added a new paragraph after the second paragraph:</p> <p><i>"Contractor shall design and construct the soundwalls along the Roeding Park in downtown Fresno."</i></p>	AD.6 - B2 - Pt C.1, Page 27
107	<p><b>5.9 Bridges/Aerial Structures</b></p> <p>Changed "Third-Party Entities" to "Third Parties" in the first sentence of the second paragraph.</p>	AD.6 - B2 - Pt C.1, Page 28
108	<p><b>5.9 Bridges/Aerial Structures</b></p> <p>Deleted the last sentence of the fifth paragraph and replaced with the following:</p> <p><i>"Contractor's attention is directed to Section 4.9.4 for related submittal requirements."</i></p>	AD.6 - B2 - Pt C.1, Page 28



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work

New Document

Revised Document

Change Log Only

Change No.	Description	Location
109	<p><b>5.11 Utilities</b></p> <p>Added a new paragraph between the second and third paragraph:</p> <p><i>"AT&amp;T and PG&amp;E will perform design and construction of their facilities."</i></p>	AD.6 - B2 - Pt C.1, Page 29
110	<p><b>5.11 Utilities</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in the first sentence of the third paragraph.</p>	AD.6 - B2 - Pt C.1, Page 29
111	<p><b>5.15 25kV Traction Power Underground Ductbank and Manholes</b></p> <p>Changed "shall" to "will" in the last sentence of the paragraph.</p>	AD.6 - B2 - Pt C.1, Page 30
112	<p><b>5.17.1 General</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in all instances of this section.</p>	AD.6 - B2 - Pt C.1, Page 31
113	<p><b>5.17.1 General</b></p> <p>Revised "directive drawings" and "contract documents" to "Directive Drawings" and "Contract Documents" in all instances in the section.</p>	AD.6 - B2 - Pt C.1, Page 31
114	<p><b>5.17.2 Reliability</b></p> <p>Changed "contract documents" to "Contract Documents" in the last sentence of the paragraph.</p>	AD.6 - B2 - Pt C.1, Page 31
115	<p><b>5.17.3 Availability</b></p> <p>Changed "this Procurement Package" to "the Contract Documents" in the last sentence of the second paragraph.</p>	AD.6 - B2 - Pt C.1, Page 32
116	<p><b>5.17.4 Maintainability</b></p> <p>Changed "contractor" to "Contractor" and changed "this Procurement Package" to "the Contract Documents" in all instances of this section.</p>	AD.6 - B2 - Pt C.1, Page 32-33
117	<p><b>5.17.4 Maintainability</b></p> <p>Revised the first sentence in the first paragraph to read:</p> <p><i>"The Contractor shall design and construct the Work to minimize preventive and corrective maintenance requirements."</i></p>	AD.6 - B2 - Pt C.1, Page 32



**RFP Document:** Book 2, Part C, Subpart 1 – Scope of Work New Document Revised Document Change Log Only

Change No.	Description	Location
118	<b>5.18 Durability</b> Changed "design" to "Design" in the first sentence of the first paragraph.	AD.6 - B2 - Pt C.1, Page 33
119	<b>5.18 Durability</b> Changed "this Procurement Package" to "the Contract Documents" in the third sentence of the first paragraph.	AD.6 - B2 - Pt C.1, Page 33
120	<b>6 Attachments</b> Added two bullet points after the eighth bullet point: <ul style="list-style-type: none"> <li>• Attachment 7 – Procedures for Construction-Phase Submittals</li> <li>• Attachment 8 – Technical Contract Submittal List</li> </ul>	AD.6 - B2 - Pt C.1, Page 34

**RFP Document:** Book 2, Part C, Subpart 5 – Attachment 4 – Scope Elements Matrix New Document Revised Document Change Log Only

Change No.	Description	Location
1	Changed text from "SHOULD" to "SHALL" in Item No. 32's Instructions / Directions.	AD.6 - B2 - Pt C.5, Page 1
2	Added a new Item No. 32A: <i>"SOUND WALL AND FOUNDATION (ALONG ROEDING PARK)"</i>	AD.6 - B2 - Pt C.5, Page 1
3	Changed text from "THREE GROUPS OF FOUR" to "FOUR ASSEMBLIES" in Item No. 54's Instructions / Directions.	AD.6 - B2 - Pt C.5, Page 2
4	Changed text from "SHOULD" to "SHALL" in Item No. 55's Instructions / Directions.	AD.6 - B2 - Pt C.5, Page 2
5	Changed text from "SHOULD" to "SHALL" in Item No. 71's Instructions / Directions.	AD.6 - B2 - Pt C.5, Page 3
6	Added the following text in Item No. 84's Instructions / Directions: <i>"CONTRACTOR SHALL DESIGN AND CONSTRUCT INTRUSION BARRIERS THAT ARE INTEGRAL WITH THE TRENCH WALL."</i>	AD.6 - B2 - Pt C.5, Page 3



**RFP Document:** Book 2, Part C, Subpart 8 – Attachment 7 – Procedures for Construction-Phase Submittals

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Change No.	Description	Location
1	Provided new document, "AD.7 - B2 - Pt C.08 - Attachment 7 - Procedures for Construction-Phase Submittals"	B2 - Pt C.8, Attachment 7

**RFP Document:** Book 2, Part C, Subpart 9 – Attachment 8 – Technical Contract Submittal List

New Document

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Change Log Only

Change No.	Description	Location
1	Provided new document, "AD.7 - B2 - Pt C.09 - Attachment 8 - Technical Contract Submittal List"	B2 - Pt C.9, Attachment 8

**RFP Document:** Book 3, Part B, Subpart 1 – Verification, Validation and Self-Certification

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Change No.	Description	Location
1	Provided revised <b>Verification, Validation and Self-Certification</b> Document. <ul style="list-style-type: none"> <li>Per the response to CP01-RFI-0625, Section 3.4.2 was revised</li> </ul>	AD.5 - B3 - Pt B.1



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

<b>Change No.</b>	<b>Description</b>	<b>Location</b>
1	<p>Inserted "Definitions" after "Project Schedule" in the title of Section 1.1.</p> <p>Deleted the following as the first paragraph under Section 1.1, Project Schedule Definitions"</p> <p>"The Project requires an integrated cost/schedule controls program that the Contractor shall comply with until Final Acceptance, at no increase in Contract Price. The project schedule documents are part of this integrated cost/schedule controls program and the Contractor shall comply with the project schedule submission requirements by submitting the following documents during the Contract, summarized below:"</p> <p>Deleted the following definition for Original Baseline Schedule under Section 1.1, Definitions:</p> <p>"Original Baseline Schedule - The Contractor shall submit its Original Baseline Schedule per the "Baseline Schedule Submittal Schedule" at Table 1 and found elsewhere within this specification. The Baseline Schedule comprises the plan and schedule that the Contractor intends to use to perform and complete the Work. Upon approval by the Authority, the Original Baseline Schedule shall be the schedule of record from which entitlement for adjustments in the Completion Deadline shall be measured until such time as a Revised Baseline Schedule is approved by the Authority."</p> <p>And replaced it with the following:</p> <p>"Baseline Schedule - The Baseline Schedule comprises the plan and schedule that the Contractor intends to use to perform and complete the Work. Upon approval by the Authority, the Baseline Schedule shall be the schedule of record from which entitlement for adjustments in the Completion Deadline shall be measured until such time as a Revised Baseline Schedule is approved by the Authority."</p> <p>Inserted "Critical Path" and moved the following sentence from the beginning of the second paragraph under Section 1.2.4, Use of [Total] Float to after the definition for "Baseline Schedule" under Section 1.1, Project Schedule Definitions:</p> <p>"The Critical Path is defined as the longest continuous series of activities through the network to the Substantial Completion Deadline."</p> <p>Deleted ", whether it be the Original or a Revised Baseline Schedule as approved by the Authority," after "schedule" then inserted the following as the last sentence of the definition for "Current Baseline Schedule" under Section 1.1, Project Schedule Definitions:</p> <p>"The Current Baseline Schedule shall be updated to reflect the actual progress of the Work and the Contractor's current plan for the timely</p>	B.3, Pt B.8, Pages 1-3



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program

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Change No.	Description	Location
	<p>completion of the Work.”</p> <p>Moved “Interim Schedule” up from after “Revised Baseline Schedule” to after “Current Baseline Schedule” replacing the following:</p> <p>“The Contractor shall submit, within 10 Working Days after NTP, an Interim Schedule detailing activities to be performed within the first 180 days after NTP. The Interim Schedule and schedule narrative shall describe the activities to be accomplished and their interdependencies subject to all requirements of the Contract. This submittal shall include a separate proposed payment milestone plan for the duration of this schedule, which will be reviewed by the Authority and upon written approval by the Authority shall be used by the Contractor for payment purposes during the Interim Schedule period.”</p> <p>With the following under Section 1.1, Project Schedule Definitions:</p> <p>“The Interim Schedule and schedule narrative describes the activities to be performed within the first 180 days after NTP and their interdependencies subject to all requirements of the Contract. The Interim Schedule shall include a separate proposed Payment Milestone plan for its duration, which upon written approval by the Authority shall be used by the Contractor for payment purposes during the Interim Schedule period.”</p> <p>Inserted the following after the definition for “Interim Schedule” under Section 1.1, Project Schedule Definitions:</p> <p>“Payment Milestone - A Payment Milestone is one or more Baseline Schedule or Interim Schedule activities.”</p> <p>Replaced “Proposal” with “Proposed” in the definition for “Proposal Schedule and moved that definition from after the definition for “Three Week Look-ahead Schedule” up to after the definition for “Payment Milestone” under Section 1.1, Project Schedule Definitions.</p> <p>Alphabetized the definition for “Revised Baseline Schedule” from after “Schedule Progress Updates” to after “Proposed Schedules” under Section 1.1, Project Schedule Definitions.</p> <p>Replaced the following as the definition for “Short Term Schedule”:</p> <p>“The Contractor shall submit Short Term Schedules upon the request of the Authority, which will consist of a look-ahead schedule providing detailed information on work to be performed during the period of the schedule required.”</p> <p>With the following which was moved from after the first sentence of the first paragraph under Section 6, Short Term Schedule under Section 1.1, Project Schedule Definitions:</p>	



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program

New Document

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Change Log Only

Change No.	Description	Location
	<p>"The Short Term Schedules are day-to-day work plans covering a ninety (90) day period unless a different time frame is requested by the Authority."</p> <p>Replaced the following as the definition for "Three Week Look-ahead Schedule":</p> <p>"Each week the Contractor shall supply the Authority with a three week, resource loaded look-ahead work schedule of all planned work to be performed in sufficient detail to enable the tracking of the day to day field activities. The detail and format shall be as agreed upon with the Authority. These Three Week Look-ahead Schedules shall be submitted by the Contractor in addition to the Contractor's monthly Schedule Progress Updates."</p> <p>With the following under Section 1.1, Project Schedule Definitions:</p> <p>"A schedule, submitted by the Contractor, of all planned work to be performed over the next three weeks in sufficient detail to enable the tracking of the day to day field activities. The detail and format are as directed by the Authority. These Three Week Look-ahead Schedules are submitted by the Contractor in addition to the Contractor's monthly Schedule Progress Updates. A schedule, submitted by the Contractor, of all planned work to be performed over the next three weeks in sufficient detail to enable the tracking of the day to day field activities. The detail and format are as directed by the Authority. These Three Week Look-ahead Schedules are submitted by the Contractor in addition to the Contractor's monthly Schedule Progress Updates."</p> <p>Inserted the following as the definition for "Total Float" after the definition for "Three Week Look-ahead Schedule". The following definition was moved from the beginning upto "Float and Late Date" in the first paragraph under Section 1.2.4, Use of Total Float:</p> <p>"Total Float (TF) for an activity shall be defined as the number of days from the Early Finish Date (EF) to the Late Finish date (LF) of the activity. When the LF is later than the EF, the Total Float shall be positive. When the LF and the EF are the same, the Total Float shall be zero. When the LF is earlier than the EF, the Total Float shall be negative. Unless otherwise specified, all references to "float" shall mean "Total Float." Total Float shall be calculated relative to the Substantial Completion Deadline."</p> <p>Deleted the following from the end of Section 1.1, Project Schedule Definitions:</p> <p>"Proposal Schedules - Proposal Schedules are schedules in which the Contractor proposes revisions and/or changes to the Current Baseline Schedule for the Authority's acceptance. If and when a Proposal Schedule is accepted by the Authority it shall be incorporated into a Revised Baseline</p>	



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>Schedule and all work progress shall be reported against the Revised Baseline.</p> <p>For purposes of clarification, the Original Baseline Schedule, the Revised Baseline Schedule and the Interim Schedule are subject to the written approval of the Authority. All other schedules, reports or submittals required by this specification will be reviewed by the Authority but do not require the Authority's approval."</p>	
2	<p>Inserted "1.2, Purpose of Project Schedules" as a new section heading with the following as the body of the section which was previously in the deleted definition for "Proposal Schedules" and the underlined text provide chances to that text:</p> <p>"The above listed documents (<u>collectively, the "Project Schedules"</u>) shall be used for evaluating all issues related to time for this Contract. The <u>Project Schedules</u> shall be used by the Authority and Contractor for the following purposes as well as any other purpose where the issue of time is relevant:</p> <ul style="list-style-type: none"> <li>• To communicate to the Authority the Contractor's current plan for carrying out the Work;</li> <li>• To identify work paths that are critical to the timely completion of the Work;</li> <li>• To identify upcoming activities on the critical path(s);</li> <li>• To evaluate the best course of action for mitigating the impact of unforeseen events;</li> <li>• As the basis of establishing the predecessors for each <u>Payment Milestone</u>;</li> <li>• As the basis for analyzing the time impact of changes in the Work;</li> <li>• As a reference in determining the cost associated with increases or decreases in the Work;</li> <li>• To prioritize activities for which the Authority is responsible;</li> <li>• To document the actual progress of the Work;</li> <li>• To evaluate resource requirements of the Contractor;</li> <li>• To integrate the Work with the operational requirements of the Authority's facilities;</li> <li>• To schedule and coordinate interfaces with adjacent contracts;</li> <li>• As a basis for determining valid acceleration plans; and</li> <li>• To facilitate efforts to complete the Work in a timely manner.</li> </ul> <p>The <u>Project Schedules</u> provide a basis for Authority decisions that may impact the Work under this Contract, as well as other concurrent or future <u>contracts</u>. Contractor shall submit <u>schedule</u> submittals in a timely manner. The <u>Project Schedules</u> shall at all times accurately reflect the Contractor's current plan for the Work and shall be updated as described in this</p>	B.3, Pt B.8, Page 4



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

Change No.	Description	Location
	specification.”	
3	<p>Renumbered the sections for “Scheduling Terms”, “Schedule Type”, “Software”, and “Use of [Total] Float” from 1.1.1, 1.1.2, 1.1.3, 1.1.4 to 1.2.1, 1.2.2, 1.2.3, 1.2.4, respectively.</p> <p>Replaced the following as the paragraph under Section 1.2.1, Scheduling Terms:</p> <p>“Unless otherwise defined, scheduling terms shall be as defined by the P3 Reference Manual and the P3 Planning and Control Guide, 1999.”</p> <p>With the following:</p> <p>“Unless otherwise stated herein or elsewhere in the Contract Documents, scheduling terms shall be as defined by the latest edition of McGraw Hill’s “CPM in Construction Management”.”</p> <p>Inserted “Project” and capitalized “Schedules” after “All” in the first sentence under Section 1.2.2, Schedule Type.</p> <p>Replaced “The Authority may request linear schedules in addition to CPM schedules” with the following as the second sentence under Section 1.2.2, Schedule Type:</p> <p>“The Authority may request Project Schedules be presented in linear format in addition to CPM format.”</p> <p>Inserted “Project Schedule in CPM format (the “CPM schedule”)” after “generate” in the first line and capitalized “Project” and inserted “Schedules” afterward in the fourth line of the paragraph under Section 1.2.3, Software.</p> <p>Inserted “Total” after “Use of” in the title for Section 1.2.4.</p> <p>Inserted “Substantial” before “Completion” then deleted the “s” at the end of the “Deadline” in the first line of the second paragraph under Section 1.2.4, Use of Total Float.</p>	B.3, Pt B.8, Page 5
4	<p>Inserted the following as a new section under Section 1.2.4, Use of Total Float:</p> <p>“1.2.5 Pacing</p> <p>If the Work is delayed on the Critical Path due to a delay caused by the Authority thereby creating additional float on any other path, then use of such float shall be construed as a concurrent delay to any delay caused by the Authority, consistent with Section 23.3 of the General Provisions. The Contractor shall maintain its original schedule on the other paths and</p>	B.3, Pt B.8, Page 6



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>activities not affected by the delay.”</p> <p>Deleted “Scope of” before “Work” in the third line of the first paragraph under Section 2, Baseline Schedule Preparation and Submittal.</p> <p>Deleted “And” and capitalized “Interfaces” at the beginning of the fourth bullet under Section 2, Baseline Schedule Preparation and Submittal.</p> <p>Deleted “The schedule shall include a” and capitalized “All” from the beginning of the fifth bullet under Section 2, Baseline Schedule Preparation and Submittal.</p> <p>Capitalized “Payment Milestones” in the last bullet and sentence under Section 2, Baseline Schedule Preparation and Submittal.</p>	
5	<p>Replaced the following as the second paragraph and first sentence of the third paragraph under Section 2.1, Completion, Timeliness and Review of Submittals:</p> <p>“Baseline Schedule submittals will be reviewed for general conformity with the Contract. Each submittal required by this section shall reflect the incorporation of all of the Authority’s comments on the Baseline Schedule to date. With each submittal, the Contractor shall provide a written explanation of its response to each of the Authority’s comments to date. Such written explanations are critical for the Authority to conduct timely, efficient reviews of the submittals.</p> <p>The Authority review periods specified in this section are based upon the timely receipt of information from the Contractor in accordance with all of the requirements of this section.”</p> <p>With the following second paragraph:</p> <p>“Baseline Schedule submittals will be reviewed for conformity with the Contract. Each submittal required by this section shall reflect the incorporation of all of the Authority’s comments on the Baseline Schedule to date. With each submittal, the Contractor shall provide a written response to each of the Authority’s comments to-date, to enhance the Authority’s ability to conduct timely, efficient reviews of the submittals.”</p> <p>Deleted “to more than one percent (1%) of all activities in each Baseline Schedule submittal or more than fifty (50) activities, whichever is greater, the Authority may be unable to conduct timely or meaningful reviews and” from the last paragraph under Section 2, Baseline Schedule Preparation and Submittal.</p> <p>Replaced “shall” with “may” in the last line of the last paragraph under Section 2, Baseline Schedule Preparation and Submittal.</p> <p>Capitalized “Project Schedules” in the third line of the paragraph under</p>	B.3, Pt B.8, Page 7



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

<b>Change No.</b>	<b>Description</b>	<b>Location</b>
	Section 2.2, Weekly Meetings.	
6	<p>Replaced "scopes of work" with "deliverables" in the paragraph under Section 2.4, Baseline Schedule Submittal.</p> <p>Capitalized "Payment Milestones" in the first and fourth row under the "Description" column of Table 1, Baseline Schedule Submittal Schedule.</p> <p>Inserted "for SONO" after "submit" in the second line of the paragraph and capitalized "Payment Milestones" in the last bullet under Section 2.4.1, Schedule Framework Submittal (Step 1).</p> <p>Inserted "for SONO" after "resubmit" and "Schedule" after "corrected" in the second line of the paragraph under section 2.4.2, Schedule Framework Re-Submittal (Step 2).</p> <p>Inserted "Including labor resources and work types, and incorporating all Authority comments to date" after "Resource Definitions –" in the bullet under Section 2.4.2, Schedule Framework Re-Submittal (Step 2).</p>	B.3, Pt B.8, Page 8
7	<p>Capitalized "Work" after "representing all" in the third line and inserted "for SONO" after "submittal" in the fourth line of the paragraph under Section 2.4.3, CPM Logic and Narrative Submittal (Step 3).</p> <p>Capitalized "Payment Milestones" in the third line and inserted "for SONO" after "Submittal" in the fourth line in the paragraph under Section 2.4.4, Activity Resource and Cost Loading of Submittal (Step 4).</p> <p>Capitalized "Payment Milestone" after "loaded" in the fourth bullet under Section 2.4.4, Activity Resource and Cost Loading of Submittal (Step 4).</p> <p>Capitalized "Payment Milestone" after "agree the" in the last sentence under Section 2.4.4, Activity Resource and Cost Loading of Submittal (Step 4).</p> <p>Inserted "for SONO" after "re-submittal" in the second line of the paragraph under Section 2.4.5, CPM Logic, Narrative, Resource and Cost Re-submittal (Step 5).</p> <p>Inserted "for approval" after "submittal" in the second line of the paragraph under Section 2.4.6, Baseline schedule Submittal (Step 6).</p>	B.3, Pt B.8, Page 9
8	<p>Capitalized "Payment Milestone" after "detailing all" in the sixth bullet under Section 2.4.6, Baseline Schedule Submittal (Step 6).</p> <p>Deleted "Organizational Chart / Staffing Plan – inclusive of details for sub-contractors" as the eighth bullet under Section 2.4.6, Baseline Schedule Submittal (Step 6).</p>	B.3, Pt B.8, Page 10



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>Inserted the following as new section 2.5, Interim Schedule Submittal:</p> <p>“The Contractor shall submit, within 10 Working Days after NTP, an Interim Schedule detailing activities to be performed within the first 180 days after NTP. The Authority will review and may approve an acceptable Interim Schedule within 20 days of submittal. The Authority may require the full Interim Schedule or parts thereof to be resubmitted throughout the review period.</p> <p>The Interim Schedule shall include a separate proposed Payment Milestone plan for its duration, which upon written approval by the Authority shall be used by the Contractor for payment purposes during the Interim Schedule period.</p> <p>Payment Milestones in the Interim Schedule shall be consistent with the approach detailed in section 2 above.</p> <p>APPROVAL OF THE INTERIM SCHEDULE IS A CONDITION PRECEDENT FOR PAYMENT.”</p>	
9	<p>Capitalized “Project Schedules” after “evaluate the” and “Reports, the” in the paragraph under Section 3, Schedule Requirements.</p> <p>Replaced the following as Section 3.1:</p> <p>“Autocost Rules</p> <p>Autocost Rules shall have the following settings unless alternative settings are approved in writing by the Authority:</p> <p>Rule No. 1: Remaining Duration and Scheduled Percent Complete shall NOT be linked</p> <p>Rule No. 2: Unfreeze Resource Units per Time Period</p> <p>Rule No. 3: Subtract Actual from Estimate at completion</p> <p>Rule No. 4: Turn off allow negative ETC</p> <p>Rule No. 5: When Quantities Change, Use Current Unit Prices to Re-compute Costs of Budget, Actual to Date, or Estimate to Complete.</p> <p>Rule No. 6: Use the Update Percent Complete against Budget to Estimate the Actual quantity and Cost to Date.</p> <p>Rule No. 7: Link Budget and EAC for Non-Progressed Activities</p> <p>Rule No. 8: Calculate Variance as Budget – EAC</p> <p>Rule No. 9: Do not perform these calculations during each schedule computation.</p>	B.3, Pt B.8, Page 11



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>Rule No. 10: Apply these rules when moving from one resource to another</p> <p>3.2 Schedule Calculation Options</p> <p>Schedule calculation options shall have the following settings:</p> <ul style="list-style-type: none"> <li>• Turn off automatic scheduling and leveling</li> <li>• When scheduling activities, apply retained logic.</li> <li>• Calculate the start-to-start lag from Early Start.</li> <li>• Schedule durations as: contiguous.</li> <li>• Show open ends as: non-critical.</li> <li>• Calculate Total Float as: finish float.</li> <li>• Summary calculations shall use Calendar No. 1 and the weighting factor for determining percent complete shall be duration.</li> <li>• Set the auto-inserting option on automatic with a minimum increment of ten (10).</li> <li>• Initially set critical activities using defined critical as: Total Float less than one (1). This option may be changed at the direction of the Authority.</li> <li>• Set language for output as; U.S. English"</li> </ul> <p>With the following:</p> <p>"3.1 Oracle Primavera P6 Settings</p> <p>Settings shall be provided to the Contractor prior to NTP."</p>	
10	<p>Capitalized "Project Schedules" in the first line of the definition for "Activity Identification" under Section 3.2, Activity Data.</p> <p>Inserted "unique" after "identify the" in the first line of the definition for "Activity Description" under Section 3.2, Activity Data.</p> <p>Inserted the following sentence after "acceptable" in the fifth line of the definition for "Activity Description" under Section 3.2, Activity Data:</p> <p>"At the same time the Activity Description shall be concise enough so as to not require excessive column width in the Oracle Primavera P6 layout."</p> <p>Deleted the following as the first sentence of the second paragraph under the definition for "Activity Description" under Section 3.2, Activity Data:</p> <p>"Each activity description shall be left justified. Activity descriptions in the Baseline Schedule shall use only upper case letters. When an activity is added to the project schedules after approval of the Original Baseline Schedule, the activity description shall use lower case letters."</p> <p>Deleted "the majority of" after "specified" in the first line, deleted "days,</p>	B.3, Pt B.8, Page 12



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

Change No.	Description	Location
	based on a five (5) day work week. The Contractor shall minimize activities having duration less than five working days (a short duration) or greater than thirty working days (a long duration)" after "working days" in the second line, deleted "If the Contractor fails to substantiate this need, then the Contractor shall modify activity durations and the corresponding work scope of the activities to the satisfaction of the Authority" after "herein" in the sixth line of the definition for "Activity Duration" under Section 3.2, Activity Data.	
11	<p>Capitalized "Data" and "Date" in the second line of the definition for "Activity Dates" under Section 3.2, Activity Data.</p> <p>Replaced "activity" with "activities" and capitalized "Project Schedules" in the fifth line, deleted "a" after "without" and inserted and "s" at the end of "predecessor" in the sixth line then capitalized "Project Schedules" in the seventh line of the definition for "Activity Predecessors and Successors" under Section 3.2, Activity Data.</p> <p>Replaced "accepted" with "approved" in the second line and capitalized "Payment Milestones" in the last line of the definition for "Activity Constraints" under Section 3.2, Activity Data.</p> <p>Deleted the following after the definition for "Activity Constraints" under Section 3.2, Activity Data:</p> <p>"Resource Loading - As detailed more fully below the Contractor will resource load activities for itself and sub-contractors to include labor hours."</p> <p>Capitalized "Project Schedules" in the second line and moved the following from the end of the paragraph under Section 3.14, Default Progress Data and inserted at the end of the definition for "Activity Percent Complete" under Section 3.2, Activity Data:</p> <p>"The Contractor is to insure that progress is based on a current estimate of remaining duration to complete the Work and not the activity's percent complete which calculates the remaining duration based on the original estimated duration."</p>	B.3, Pt B.8, Page 13
12	<p>Capitalized "Project Schedules" in the first line then inserted "following award" in the fifth line of the first paragraph under Section 3.3, Activity Codes.</p> <p>Capitalized "Project Schedule" in the second sentence under Section 3.4., Activity Calendar.</p> <p>Capitalized "Project Schedules" in the sentence under Section 3.5, Resource Loading.</p>	B.3, Pt B.8, Page 14



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>Capitalized "Project Schedules" in the first line then six instances of "Payment Milestone" in the second through seventh lines of the first paragraph under Section 3.6, Cost Loading.</p> <p>Capitalized "Payment Milestones" in the second line of the last sentence under Section 3.6, Cost Loading.</p>	
13	<p>Capitalized "Project Schedules" in the second paragraph and "Payment Milestones" in the first line of the last paragraph under Section 3.7, CPM Logic.</p> <p>Deleted "with existing plant operations and" in the third line of the second bullet under Section 3.8.1, Baseline Schedule Narrative.</p>	B.3, Pt B.8, Page 15
14	<p>Capitalized "Project Schedules" in the second line of the third bullet under Section 3.7, CPM Logic.</p> <p>Inserted "Progress" after "Schedule" in the title for Section 3.8.2, Schedule Progress Update Narrative.</p> <p>Replaced "The" with "All" and inserted "Progress" after "Schedule" and "submittal shall include a" after "Update", deleted "shall" and replaced "contain" with "containing" in the introductory sentence under Section 3.8.2, Schedule Progress Update Narrative.</p>	B.3, Pt B.8, Page 16
15	<p>Capitalized three instances of "Project Schedules" in the second, third and last lines of the paragraph after Table 2, Submittal List Format under Section 3.9.1, Submittal List.</p> <p>Capitalized "Project Schedules" after "included in the" in the introductory sentence under Section 3.9.2, Submittal Activities.</p> <p>Deleted "(Material or Equipment or Test Results)" from after the "Activity" in the first two rows of Table 3, Submittal Activity Detail.</p> <p>Capitalized "Project Schedules" at the end of the paragraph under Table 3, Submittal Activity Detail under Section 3.9.2, Submittal Activities.</p>	B.3, Pt B.8, Page 17
16	<p>Lowercased "joint update schedule meeting" in the third bullet and capitalized "Schedules" in the last bullet under Section 3.9.4, Delivery Activities.</p>	B.3, Pt B.8, Page 18
17	<p>Replaced "manpower or equipment" with "P6", inserted "/or" after "and" and "Activities shall be duration driven" after "requirements" in the paragraph under Section 3.13, Resource Leveling.</p> <p>Deleted "This type of updating is not allowed" from the beginning of the</p>	B.3, Pt B.8, Page 19



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

Change No.	Description	Location
	<p>paragraph under Section 3.14, Default Progress Data.</p> <p>Inserted the following at the end of the paragraph under Section 3.16.1, Electronic Project Schedule Files:</p> <p>"Electronic schedule files shall be in xer format compatible with Oracle Primavera P6. Electronic narrative files shall be in readable pdf format (not scanned)."</p> <p>Deleted "and Progress Schedule Submittals" from the end of the title for Section 4, Schedule Progress Updates.</p>	
18	<p>Deleted "make minor adjustments" from after "purposes and" and "or otherwise directed by the Authority" in the last sentence of the first paragraph under Section 4, Schedule Progress Updates.</p> <p>Deleted "and progress schedule submittals" from the first line, "regardless of any acceptance by the Authority" and "or progress schedule submittal" from the second line, and "or the progress schedule submittal" from the fifth line, then capitalized "Schedule Progress Update" in the seventh line of the second paragraph under Section 4, Schedule Progress Updates.</p> <p>Capitalized "Payment Milestones" in the third through fifth bullet under Section 4.2, Monthly Schedule Progress Update Data.</p>	B.3, Pt B.8, Page 20
19	<p>Inserted the following as the first sentence of the third paragraph under Section 4.2, Monthly Schedule Progress Update Data:</p> <p>"APPROVAL OF THE BASELINE SCHEDULE IS A CONDITION PRECEDENT FOR PAYMENT BEYOND THE INTERIM SCHEDULE."</p> <p>Capitalized "Project Schedules" in the last line of the third paragraph under Section 4.2, Monthly Schedule Progress Update Data.</p>	B.3, Pt B.8, Page 21
20	<p>Deleted "take appropriate action to" after "promptly" in the second line, inserted "by thirty (30) days" after "Schedule" in the fourth line, deleted "At a minimum" and capitalized "The" in the fifth line, replaced "Proposal" with "Proposed" and capitalized "Project Schedule" in the seventh line, and deleted "calendar" from after "thirty (30)" in the ninth line of the paragraph under Section 4.4, Progress Delays.</p> <p>Deleted "a" from before "Change", inserted an "s" at the end of "Order" and deleted "Proposal submitted by the Contractor" in the second line, replaced "a" with "executed" inserted an "s" at the end of "Order" and deleted "Proposal" in the sixth line of the first paragraph under Section 5, Revised Baseline Schedules.</p>	B.3, Pt B.8, Page 22



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

<b>Change No.</b>	<b>Description</b>	<b>Location</b>
21	<p>Deleted "No later than working day thirty-five (35) of the Baseline Schedule preparation period" and capitalized "The" in the first line, inserted "consistent with the timings in Table 1" after "Plan" in the second line, capitalized "Project Schedule" after "providing a" in the fifth line of the first paragraph under Section 7, Project Schedule Program Administration Plan.</p> <p>Capitalized five instance of "Project Schedules" in the first through third sub-bullets under the first main bullet and the second main bullet under Section 7, Project Schedule Program Administration Plan.</p>	B.3, Pt B.8, Page 23
22	<p>Deleted "The Authority review period for the Project Schedule Administration Plan is five (5) working days from receipt of the plan by the Authority." As the first sentence of the last paragraph under Section 7, Project Schedule Program Administration Plan.</p> <p>Replaced "acceptance" with "approval" in the last line of the paragraph under Section 7, Project Schedule Program Administration Plan.</p> <p>Replaced "and" with a comma and inserted "and Approval" after "Acceptance" in the title for Section 8, Review, Acceptance and Approval of Project Schedule Submittals.</p> <p>Capitalized three instances of "Project Schedules" in the first, second, and seventh lines of the third paragraph under Section 8, Review, Acceptance and Approval of Project Schedule Submittals.</p>	B.3, Pt B.8, Page 24
23	<p>Capitalized "Project Schedule" in the first line and replaced "shall" with "may" in the fourth paragraph, then capitalized the next nine instances of "Project Schedule", inserted "or approval" after "acceptance" in the first line of the sixth paragraph, then capitalized "Payment Milestones" in the sixth line of the last paragraph under Section 8, Review, Acceptance and Approval of Project Schedule Submittals.</p>	B.3, Pt B.8, Page 25
24	<p>Replaced "Proposal" with "Proposed" in the first sentence and first and fifth lines of the second paragraph and the first line of the third paragraph under Section 9.1, Schedule Analysis Requirements.</p> <p>Replaced "3.4 "Delivery of Notice" with "Proposal for Adjustment" in the third line of the second paragraph under Section 9.1, Schedule Analysis Requirements.</p>	B.3, Pt B.8, Page 26
25	<p>Replaced four instances of "Proposal" with "Proposed" in the first, second and fifth lines of the fourth paragraph and the first line of the fifth paragraph under Section 9.1, Schedule Analysis Requirements.</p> <p>Lowercased "section" in the last line of the sixth paragraph under Section</p>	B.3, Pt B.8, Page 27



**RFP Document:** Book 3, Part B, Subpart 8 – Cost and Scheduling Controls Program New Document Revised Document Change Log Only

Change No.	Description	Location
	9.1, Schedule Analysis Requirements.	

**RFP Document:** Book 3, Part B, Subpart 9 – Milestone Data Pack Specification New Document Revised Document Change Log Only

Change No.	Description	Location
1	Capitalized "Payment Milestone", "Contract", "Contracts", "Contractor" throughout the document.	B.3, Pt B.9
2	Replaced all instances of "Design Builder" with "Contractor's" or "Contractor" where appropriate throughout the document.	B.3, Pt B.9
3	Replaced all instances of "Schedule Baseline" with "Baseline Schedule" throughout the document	B.3, Pt B.9
4	Replaced "should" with "shall" in the first two bullets under Section 1.2, Submittal Requirements.	B.3, Pt B.9, Page 1
5	Inserted the following as the introductory sentence for Section 2, Payment Milestone Data Pack Contents and Order:  "The Payment Milestone Data Pack shall consist of the following sections in the following order:"	B.3, Pt B.9, Page 2
6	Replaced "corresponding corrective actions implemented and corresponding acceptance test reports" with "A Log certifying that all non-conformance reports related to the Payment Milestone have been corrected and closed out" in the first line of the paragraph under Section 2.10.3, Non Conformance Reports.  Inserted "The log" before "shall" and deleted "Acceptance by the" from the second line then deleted "for 100% completion of each payment milestone" from the last line of the paragraph under Section 2.10.3, Non Conformance Reports.	B.3, Pt B.9, Page 4



**RFP Document:** Book 3, Part C, Subpart 1 – Design Criteria

New Document

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Change No.	Description	Location
1	<p><b>1.1.4 Other California High-Speed Train Project Documents</b></p> <p>Per the response to CP01-RFI-0576,</p> <ol style="list-style-type: none"> <li>Changed text (Page 1-2, Line 4) from "shall" to "may"</li> <li>Deleted the following bulleted items (Page 1-2, Lines 11 to 13): <ul style="list-style-type: none"> <li>• <i>Concept of Operations</i></li> <li>• <i>Rolling Stock Specifications</i></li> <li>• <i>Quality Control/Quality Assurance Procedure Manual</i></li> </ul> </li> </ol>	AD.1 - B3 - Pt C.1, Page 1-2

**RFP Document:** Book 3, Part C, Subpart 1 – Design Criteria

New Document

Revised Document

Change Log Only

Change No.	Description	Location
1	<p><b>Chapter 10 – Geotechnical</b></p> <p>Provided revision of Chapter 10 – Geotechnical (Rev. 0.1)</p>	AD.1 - B3 - Pt C.1 – Chapter 10
2	<p><b>Chapter 11 – Seismic</b></p> <p>Provided revision of Chapter 11 – Seismic (Rev. 0.1)</p>	AD.1 - B3 - Pt C.1 – Chapter 11
3	<p><b>Chapter 12 – Structures</b></p> <p>Provided revision of Chapter 12 – Structures (Rev. 0.1)</p> <ul style="list-style-type: none"> <li>Per the response to CP01-RFI-0653, CP01-RFI-0654, and CP01-RFI-0655, Section 12.8.1.1 was revised.</li> <li>Per the response to CP01-RFI-0654, Section 12.8.7 was revised.</li> </ul>	AD.1 - B3 - Pt C.1 – Chapter 12



**RFP Document:** Book 3, Part C, Subpart 1a – Updates to Design Criteria

New Document                       Revised Document                       Change Log Only

Change No.	Description	Location
1	Per the response to CP01-RFI-0645, Added document, "AD.7 - B3 - Pt C.1A - Updates to Design Criteria"	B3 - Pt C.1a

**RFP Document:** Book 3, Part C, Subpart 2 – CHSTP CADD Manual-Excerpts

New Document                       Revised Document                       Change Log Only

Change No.	Description	Location																								
1	<p><b>1.2.2 Design Files</b></p> <p>Revised the section to read:</p> <p><i>The CHSTP standard vertical design platform shall be Bentley's Power InRoads and Power Rail Track. Information regarding the system requirements for this design platform can be found on the Bentley website, link shown below:</i></p> <p><i>Power Rail Track: <a href="http://www.bentley.com/en/US/Products/Power+Rail+Track/">http://www.bentley.com/en/US/Products/Power+Rail+Track/</a></i></p> <p><i>Power InRoads: <a href="http://www.bentley.com/en/US/Products/Power+inroads">http://www.bentley.com/en/US/Products/Power+inroads</a></i></p>	AD.1 - B3 - Pt C.2, Page 2																								
2	<p><b>1.3.7 Electronic "Soft" Copy Deliverables</b></p> <p>Added fourth column titled "GIS (programmatic assets)" in the table.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Drawing submittal</th> <th>DGNs merged</th> <th>DGNs unmerged</th> <th>GIS (programmatic assets)</th> </tr> </thead> <tbody> <tr> <td>15% Record Set</td> <td></td> <td style="text-align: center;">x</td> <td style="text-align: center;">x</td> </tr> <tr> <td>Preliminary Design for Procurement</td> <td></td> <td style="text-align: center;">x</td> <td style="text-align: center;">x</td> </tr> <tr> <td>Construction Design Drawings</td> <td></td> <td style="text-align: center;">x</td> <td style="text-align: center;">x</td> </tr> <tr> <td>Ready for Construction (RFC)</td> <td style="text-align: center;">x</td> <td style="text-align: center;">x</td> <td style="text-align: center;">x</td> </tr> <tr> <td>As-Built</td> <td style="text-align: center;">x</td> <td></td> <td style="text-align: center;">x</td> </tr> </tbody> </table>	Drawing submittal	DGNs merged	DGNs unmerged	GIS (programmatic assets)	15% Record Set		x	x	Preliminary Design for Procurement		x	x	Construction Design Drawings		x	x	Ready for Construction (RFC)	x	x	x	As-Built	x		x	AD.1 - B3 - Pt C.2, Page 5
Drawing submittal	DGNs merged	DGNs unmerged	GIS (programmatic assets)																							
15% Record Set		x	x																							
Preliminary Design for Procurement		x	x																							
Construction Design Drawings		x	x																							
Ready for Construction (RFC)	x	x	x																							
As-Built	x		x																							



**RFP Document:** Book 3, Part C, Subpart 3 – CHSTP Plan Preparation Manual-Excerpts

New Document

Revised Document

Change Log Only

Change No.	Description	Location
1	<p><b>1.4 USE OF COMPUTER AIDED DESIGN AND DRAFTING (CADD) SOFTWARE</b></p> <p>Added "1.2 of the CHSTP CADD Manual" at the end of the first paragraph of Section 1.4</p>	AD.1 - B3 - Pt C.3, Page 2
2	<p><b>1.5 DEVELOPMENT OF ELECTRONIC FILES</b></p> <p>Added Section 1.5 Development Of Electronic Files after Section 1.4.</p> <p><i>"Electronic files for all CHST Project design drawings must conform to the following information and developed with the following CADD best practices:</i></p> <p><i>General:</i></p> <ul style="list-style-type: none"> <li>• <i>Use only the "Default" model space. One model per DGN</i></li> <li>• <i>Use only CHSTP seed files to create master and sheet files</i></li> </ul> <p><i>Master files:</i></p> <p><i>Master files typically contain proposed design information for the design elements of the project. This file can include, but is not limited to features, such as track/road alignments, alignment labels, right-of-way line, and construction features (retaining wall, guard rails, intrusion barriers, et al.). All master files must follow the guidelines below:</i></p> <ul style="list-style-type: none"> <li>• <i>For master files that need to be geo-referenced, use correct seed file from the corresponding State Plane Coordinates system."</i></li> </ul>	AD.1 - B3 - Pt C.3, Page 2
3	<p><b>1.5 CONSTRUCTION DRAWINGS (CHSTP DESIGN SUBMITTALS, READY FOR CONSTRUCTION (RFC) SUBMITTALS AND AS-BUILT SUBMITTALS)</b></p> <p>Revised Note 1:</p> <p><i>"PLANS VARY BY CONTRACT SUBMITTALS. CONTRACTOR SHALL MAINTAIN A CONSTRUCTION DRAWING LIST AND SHALL BE AVAILABLE UPON REQUEST."</i></p>	AD.1 - B3 - Pt C.3, Page 19
4	<p><b>3.16 ELEMENT DESIGNATOR</b></p>	AD.1 - B3 - Pt



**RFP Document:** Book 3, Part C, Subpart 3 – CHSTP Plan Preparation Manual-Excerpts

New Document

Revised Document

Change Log Only

Change No.	Description	Location
	<p>Added missing text under the heading "<i>Grade Separated Structures</i>"</p> <p>"• <i>Identify grade separated structures using the convention <b>X-{EL}-mp</b> where,</i></p> <p style="margin-left: 40px;"><b>X:</b> <i>Subdivision name</i></p> <p style="margin-left: 40px;"><b>{EL}:</b> <i>Two-character element designator</i></p> <p style="margin-left: 80px;"><b>UP</b> <i>Underpass</i></p> <p style="margin-left: 80px;"><b>OP</b> <i>Overpass</i></p> <p style="margin-left: 80px;"><b>AS</b> <i>Aerial Structure</i></p> <p style="margin-left: 80px;"><b>BR</b> <i>Bridge</i></p> <p style="margin-left: 80px;"><b>SP</b> <i>Separation</i></p> <p style="margin-left: 40px;"><b>mp:</b> <i>Denotes milepost #.#., identify northern milepost</i></p> <p>• <i>For multi or split structures, add a suffix to the above convention <b>X-{EL}-mp-[1]/[2]</b> where,</i></p> <p style="margin-left: 40px;"><b>[1]/[2]:</b> <i>Denotes 1 for NB and 2 for SB, HST Structure</i></p> <p>• <i>For identifying HST Structure piers and bents, add a two-digit suffix to the above convention <b>X-{EL}-mp-##</b> or <b>X-{EL}-mp-[1]/[2]-##</b> where,</i></p> <p style="margin-left: 40px;"><b>##</b> <i>Denotes numbers of bents and piers, from north to south (01-99)</i></p> <p><i>Note: A Grade Separated Structure may also have a BIN name given by the owner of the structure."</i></p>	C.3, Page 28
5	<p><b>4.1 CONSTRUCTION SUBMITTALS</b></p> <p>Revised a portion of the graphic titled "<i>Construction Drawing Workflow</i>", see below:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Design Submittals (Nominal 60%, Nominal 90% &amp; Others (as needed))</p> </div> 	AD.1 - B3 - Pt C.3, Page 34



**RFP Document:** Book 3, Part D, Subpart 8 - City of Fresno Guidelines Clarifications
 New Document
                         
  Revised Document
                         
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Change No.	Description	Location
1	Provided new document, "AD.7 – B3 - Pt D.8 - City of Fresno Guidelines Clarifications"	B3 - Pt D.8

**RFP Document:** Book 3, Part E, Subpart 1 – Directive Drawings-Excerpts
 New Document
                         
  Revised Document
                         
  Change Log Only

Change No.	Description	Location
1	Revised Directive Drawing, INDEX-1 CP1, DIRECTIVE DRAWINGS, CONTRACT PACKAGE 1, SHEET INDEX	AD.1 - B3 - Pt E.1, Page 1

**RFP Document:** Book 3, Part E, Subpart 1 – Directive Drawings-Excerpts
 New Document
                         
  Revised Document
                         
  Change Log Only

Change No.	Description	Location
1	Added Traction Power Directive Drawing, DD-TP-D401, CONCEPTUAL LOCATIONS OF TRACTION POWER FACILITIES	B3 - Pt E.1, New Drawing Page 62.1
2	Added Traction Power Directive Drawing, DD-TP-F101, TYPICAL SINGLE CATENARY FEEDING GANTRY ARRANGEMENT	B3 - Pt E.1, New Drawing Page 62.2
3	Added Traction Power Directive Drawing, DD-TP-F102, TYPICAL DOUBLE CATENARY FEEDING GANTRY ARRANGEMENT	B3 - Pt E.1, New Drawing Page 62.3
4	Added Traction Power drawing, DD-TP-F103, TYPICAL CROSS SECTION, SYSTEMS 25KV, UNDERGROUND CONDUIT DUCT BANK, AT-GRADE	B3 - Pt E.1, New Drawing Page 62.4



**RFP Document:** Book 3, Part E, Subpart 1a – Updates to Directive Drawings

New Document                       Revised Document                       Change Log Only

Change No.	Description	Change No.
1	Added document, "AD.7 - B3 - Pt E.1a- Updates to Directive Drawings"	B3 - Pt E.1a

**RFP Document:** Book 4, Part A, Subpart 1 – Option 1 Design Plans

New Document                       Revised Document                       Change Log Only

Change No.	Description	Location
1	Replaced the following roadway sheets in the Option1 Design Plans <ul style="list-style-type: none"> <li>• CT0001</li> <li>• CT0002</li> <li>• CT0003</li> <li>• CT0007</li> <li>• CT0008</li> <li>• CT0009</li> <li>• CT0010</li> <li>• CT0011</li> <li>• CT0012</li> <li>• CT0017</li> <li>• CT0018</li> <li>• CT0019</li> <li>• CT1000</li> <li>• CT1001</li> <li>• CT1002</li> <li>• CT1006</li> <li>• CT1007</li> <li>• CT1008</li> <li>• CT1009</li> <li>• CT1010</li> <li>• CT1011</li> <li>• CT1015</li> <li>• CT1016</li> <li>• CT1017</li> <li>• ST1001</li> <li>• ST1003</li> <li>• ST1004</li> <li>• ST1006</li> </ul>	B4 - Pt A.1



**RFP Document:** Book 4, Part A, Subpart 2 – CP01A Design Plans New Document Revised Document Change Log Only

Change No.	Description	Location
1	<p>Updated the following sheets in the CP1A Design Plans</p> <ul style="list-style-type: none"> <li>• CV-I1004-GSB</li> <li>• CV-I1005-GSB</li> <li>• CV-I1006-GSB</li> <li>• CV-I1007-GSB-A3</li> <li>• CV-I1008-GSB</li> <li>• CV-I1009-GSB</li> <li>• CV-I1010-GSB</li> <li>• CV-I1015-GSB</li> <li>• CV-G1004-GSB</li> <li>• CV-R1005-GSB</li> <li>• CV-R3008-GSB</li> </ul>	B4 - Pt A.2
2	<p>Deleted the following sheets in the CP1A Design Plans</p> <ul style="list-style-type: none"> <li>• ST-I1024-A4</li> <li>• ST-I1025</li> <li>• CV-I1011-GSB</li> <li>• CV-G1011-GSB</li> <li>• CV-R1012-GSB</li> <li>• CV-R1013-GSB</li> <li>• CV-R3009-GSB</li> <li>• UT-C4028</li> </ul>	B4 - Pt A.2

**RFP Document:** Book 4, Part C, Section 1 - Standard Specifications New Document Revised Document Change Log Only

Change No.	Description	Location
1	<p><b>Section 02 01 00, Standard Specifications General Statements, Article 1.3 Usage and Definitions of Terms Used in the Standard Specifications:</b></p> <p>Paragraph C. Added the following words at the end of the last sentence:</p> <p style="text-align: center;"><i>" or approval"</i></p>	B4 - Pt C.1, Page 1 of 406



**RFP Document:** Book 4, Part C, Section 1 - Standard Specifications

New Document

Revised Document

Change Log Only

Change No.	Description	Location
2	<p><b>Section 02 01 00, Standard Specifications General Statements, Article 1.3 Usage and Definitions of Terms Used in the Standard Specifications:</b></p> <p>Added new Paragraph L to as follows and re-letter subsequent paragraphs:</p> <p><i>"L. Jurisdictional Authority: As used in the Standard Specifications, jurisdictional authority shall be understood to include governments, public entities, private entities, utilities, and railroads.</i></p>	B4 - Pt C.1, Page 2 of 406
3	<p><b>Section 02 01 00, Standard Specifications General Statements, Article 1.5 Reference Standards:</b></p> <p>Paragraph D. Added the following words at the end of the last sentence:</p> <p><i>" or approval"</i></p>	B4 - Pt C.1, Page 3 of 406
4	<p><b>Section 09 96 00, High-Performance Coatings, Article 1.6 Submittals:</b></p> <p>Added new Paragraph L:</p> <p><i>"L. The Independent Coating Inspector shall propose for the Contracting Officer's acceptance a breakdown into areas (portions) for each coating system for the purposes of requiring a separate Surface Preparation and Coating Inspection Record for each area. The Contractor shall utilize the same breakdown in its Field Quality Control."</i></p>	AD.4 - B4 - Pt C.1, Page 09 96 00-3.
5	<p><b>Section 31 09 13, Geotechnical Instrumentation and Monitoring, Article 3.3 Movement Detection Instruments - Borehole Extensometer Installation:</b></p> <p>Deleted the last sentence of Paragraph E:</p> <p><i>"Individual anchor positions will be subject to acceptance of the Contracting Officer."</i></p>	B4 - Pt C.1, Page 251 of 406
6	<p><b>Section 31 62 00, Driven Piles, Article 1.5 Submittals:</b></p> <p>Deleted second sentence of Paragraph F and substitute the following sentence.</p> <p><i>"Submit copy to the Contracting Officer."</i></p>	B4 - Pt C.1, Page 309 of 406



**RFP Document:** Book 4, Part C, Section 1 - Standard Specifications

New Document

Revised Document

Change Log Only

Change No.	Description	Location
7	<p><b>Section 31 62 00, Driven Piles, Article 3.3 Indicator Piles and Test Piles:</b></p> <p>Deleted the last sentence of Paragraph H:</p> <p><i>"The Contractor shall not order production piles until indicator and test pile data has been reviewed and pile tip elevations are accepted by the Contracting Officer in writing."</i></p>	B4 - Pt C.1, Page 312 of 406
8	<p><b>Section 32 31 13, Chain Link Fences and Gates, Article 2.1 Materials:</b></p> <p>Deleted last sentence of Paragraph C.3. and substitute the following sentence:</p> <p><i>"Color shall be as designated in the Construction Specifications as specified in ASTM F934."</i></p>	B4 - Pt C.1, Page 337 of 406
9	<p><b>Section 33 05 25, Support and Protection of Utilities, Article 1.4 Required Notifications:</b></p> <p>Deleted second sentence of Paragraph B. and substitute the following sentence:</p> <p><i>"If underground or aboveground utilities are damaged in any way, immediately notify affected utility owners for corrective action and notify the Contracting Officer."</i></p>	B4 - Pt C.1, Page 366 of 406

**RFP Document:** Book 4, Part C, Subpart 1a – Updates to Standard Specifications

New Document

Revised Document

Change Log Only

Change No.	Description	Change No.
1	Added document, "AD.7 - B4 - Pt C.1a - Updates to Standard Specifications"	B4 - Pt C.1a



**RFP Document:** Book 4, Part C, Subpart 2a – Updates to Special Specifications

New Document

Revised Document

Change Log Only

Change No.	Description	Change No.
1	Added document, "AD.7 - B4 - Pt C.2a - Updates to Standard Specifications"	B4 - Pt C

ADDENDUM

