

EXHIBIT 1

Liquidated damages shall be assessed to Contractor for Non-Compliance of the following:

1. Prohibited peak hour lane closures.
 - a. Prohibited peak hour lane closure times for all activities are specified in the Contract Documents. No peak hour lane closures shall occur unless all viable alternatives have been explored and reasons for the closures are warranted, justified and documented. Peak hour lane closures proposed by Contractor must be pre-approved in writing by the entity having jurisdictional authority over the roadway (i.e. State, County, City, and/or private). **Failure of Contractor to comply with this requirement shall result in liquidated damages of \$500 for each occurrence of a prohibited peak hour lane closure plus \$250 for each fifteen (15) minute interval after the occurrence until the prohibited peak hour lane closure is opened.**
2. Pedestrian access route closure in violation of approved MOT plan or without pre-approval by County of a variance from the approved MOT plan.
 - a. The removal, even for only a short time, of a pedestrian access route, curb ramp, or pedestrian street crossing may severely limit or totally preclude a person, including a person with disabilities, from navigating in the public right-of-way. It may also preclude access to schools, buildings, facilities, or sites on adjacent properties. Contractor shall ensure that an alternate circulation path is available to pedestrians during construction, events, or other temporary conditions that block pedestrian passage through the public right-of-way. **Failure of Contractor to comply with the approved MOT plan or without pre-approval of a variance from the approved MOT plan shall result in liquidated damages of \$500 for each occurrence plus \$250 for each fifteen (15) minute interval after the occurrence until the pedestrian access route is made accessible.**
3. Traffic Signal Maintenance and Operation.
 - a. After the first notice to proceed and prior to commencing construction, Contractor shall submit signal timing plan(s) for all signalized intersections identified in the Contract Documents to the County Traffic Engineering Division for approval. The plan(s) shall clearly identify each intersection's proposed traffic movements with associated timing throughout each phase of construction.
 - b. Contractor assumes and accepts maintenance responsibilities for the signalized intersections identified in the Contract Documents. Maintenance responsibilities include, but are not limited to the following:
 - i. Repairing or replacing defective equipment,
 - ii. Performing signal timing plan(s) implementation and necessary adjustments,
 - iii. Performing video/vehicle detection system changes,

- iv. Maintaining existing systems communications with the Traffic Management Center, and
 - v. Adjusting signal equipment to meet minimum requirements during each phase of construction.
- c. At the sole discretion of the CONSULTANT, if the approved signal timing plan causes extended congestion or delays, Contractor shall be directed to study the intersection signal timing plan and to prepare a written recommendation (report). Based on the report, CONSULTANT may require Contractor to prepare an alternative signal timing plan for County's Traffic Engineering Division's review and approval. The report shall be provided to the Traffic Engineering Division within two (2) business days after request. **Failure of the Contractor to provide a report of the intersection with signal timing plan recommendations within two (2) business days after request shall result in liquidated damages of \$500 per day until the report is received.** **After receipt of the County Traffic Engineering Division's approved changes to a intersection's signal timing plan, Contractor's failure to implement the approved changes within twenty-four (24) hours shall result in liquidated damages of \$500 per day until the approved changes to the signal timing plan are implemented.**