



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

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**NOTICE TO CONTRACTORS  
INSTRUCTIONS TO BIDDERS  
GENERAL CONDITIONS  
AND  
SPECIAL PROVISIONS  
FOR BUILDING CONSTRUCTION IN**

**SAN LUIS OBISPO COUNTY NEAR TEMPLETON AT THE TEMPLETON MAINTENANCE STATION**

**CONTRACT NO. 05-0L6204**

**05-SLO-5710**

**Bids Open: January 9, 2008**

**Dated: November 26, 2007**

**OSD**

**INFORMATION HANDOUT**



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# IMPORTANT SPECIAL NOTICES

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- Attention is directed to Division 0.3, "Award and Execution of Contract," of these Special Provisions regarding submittal of insurance documents.

**CONTRACT NO. 05-0L6204**

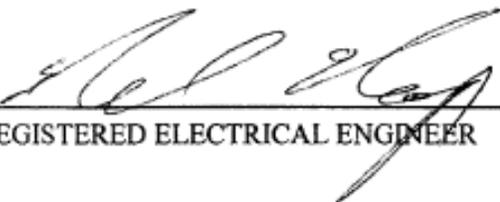
**The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.**

**STRUCTURES**

  
REGISTERED CIVIL ENGINEER



**ELECTRICAL (STRUCTURES)**

  
REGISTERED ELECTRICAL ENGINEER



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DEPARTMENT OF TRANSPORTATION

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**NOTICE TO CONTRACTORS**

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**CONTRACT NO. 05-0L6204  
05-SLO-5710**

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR BUILDING  
CONSTRUCTION IN SAN LUIS OBISPO COUNTY NEAR TEMPLETON AT THE TEMPLETON  
MAINTENANCE STATION**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on January 9, 2008, at which time they will be publicly opened and read in Room 0100 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR  
BUILDING CONSTRUCTION IN SAN LUIS OBISPO COUNTY NEAR TEMPLETON AT THE TEMPLETON  
MAINTENANCE STATION**

General work description: Repair earthquake damage to walls and roof and repaint.

This project has a goal of 3 percent Disabled Veteran Business Enterprise (DVBE) participation.

" "" No prebid meeting is scheduled for this project.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or Class B license or a combination of Class C licenses which constitutes a majority of the work.

The Contractor must also be properly licensed at the time the bid is submitted, except that on a joint venture bid a joint venture license may be obtained by a combination of licenses after bid opening but before award in conformance with Business and Professions Code, Section 7029.1.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

This project is subject to the State Small Business Preference, Non-Small Business Subcontractor Preference, and California Company Reciprocal Preference.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The Caltrans Central Region Construction Office is located at 855 M Street, Suite 200, Fresno, CA 93721. The District Duty Senior for this project can be reached at (805) 549-3116, or by fax at (805) 549-3523. The Department will consider bidder inquiries only when a completed "Bidder Inquiry" form is submitted. The "Bidder Inquiry" form is available on the Internet at:

<http://www.dot.ca.gov/dist6/construction>

To the extent feasible and at the discretion of the Department, completed "Bidder Inquiry" forms submitted for consideration will be investigated, and responses will be posted on the Internet at:

<http://www.dot.ca.gov/dist6/construction>

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated.

The successful bidder shall furnish a payment bond and a performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. Future effective general prevailing wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated November 26, 2007

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Contract No. 05-0L6204

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

**INSTRUCTIONS TO BIDDERS  
AND  
GENERAL CONDITIONS  
FOR  
BUILDING CONSTRUCTION**

October 2007

*Issued by*

DEPARTMENT OF TRANSPORTATION



Contract No. 05-0L6204

# INSTRUCTIONS TO BIDDERS

## SECTION 1

### PROPOSAL REQUIREMENTS AND CONDITIONS

#### 1-1.01 GENERAL

The bidder shall carefully examine the instructions contained herein and shall be satisfied as to the conditions with which the bidder must comply prior to bid and to the conditions affecting the award of contract.

These instructions form a part of the contract documents.

Attention is directed to Section 1-1.01, "General," of the General Conditions regarding the use of masculine gender pronouns in these Instructions to Bidders.

#### 1-1.02 CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in conformance with the laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by those laws.

Attention is also directed to the requirements in Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the contract is awarded.

#### 1-1.03 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF THE WORK

The bidder shall examine carefully the site of the work contemplated, the plans and special provisions and these Instructions to Bidders and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of these Instructions to Bidders, plans, special provisions, and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and special provisions made a part of the contract.

Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. Those records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of those prior projects.

Inspection of the records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.

When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 1-1.03.

In some instances, information considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 1-1.03."

The availability or use of information described in this Section 1-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 1-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work.

The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

#### **1-1.04 PROPOSAL FORMS**

The Department will furnish to each bidder a standard proposal form, which, when filled out and executed may be submitted as that bidder's bid. Bids not presented on forms so furnished, and copies or facsimiles of the bidder's completed and executed proposal forms submitted as a bid will be rejected.

The proposal form is bound together with the contract in a book entitled "Proposal and Contract." The proposal shall set forth the bid price, in clearly legible figures, in the space provided, and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required.

The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All proposal forms other than for "District Opening" projects shall be obtained from the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, California 95814, or as otherwise designated in the "Notice to Contractor."

Proposals for "District Opening" projects shall be made on forms obtained from the District Director of Transportation in whose district the work is to be performed, but in all other respects the provisions in this Section 1-1.04 shall apply.

#### **1-1.05 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS**

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid, in conformance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the "Proposal and Contract" book.

#### **1-1.06 STATE EMPLOYEES AND DESIGN ENGINEERS MAY NOT BID ON CONSTRUCTION CONTRACTS**

No employee of the State shall be eligible to submit a proposal for, nor to subcontract for any portion of, nor to supply any materials for any contract administered by the Department.

No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

#### **1-1.07 PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING**

Pursuant to Section 10162 of the Public Contract Code the bidder shall complete, under penalty of perjury, the questionnaire in the Proposal relating to previous disqualification, removal or other prevention of bidding of the bidder, or officers or employees of the bidder because of violation of law or a safety regulation.

A bid may be rejected on the basis of a bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local project because of a violation of law or a safety regulation.

#### **1-1.08 PROPOSAL GUARANTY**

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the Director of Transportation.

The security shall be in an amount equal to at least 10 percent of the amount bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it.

The bidder's bond shall conform to the bond form in the book entitled "Proposal and Contract" for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used. Upon request, "Bidder's Bond" forms may be obtained from the Department of Transportation.

#### **1-1.09 COMPLIANCE WITH ORDERS OF THE NATIONAL LABOR RELATIONS BOARD**

Pursuant to Public Contract Code Section 10232, the Contractor shall swear by a statement, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding 2-year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board. For purposes of Section 10232 a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the Contractor has complied with the order which was the basis for the finding. The State may rescind any contract in which the Contractor falsely swears to the truth of the statement required by Section 10232.

The statement required by Public Contract Code Section 10232 is on the page preceding the signature page of the Proposal.

#### **1-1.10 WITHDRAWAL OF PROPOSALS**

Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the bid was received by the Department. The request shall be executed by the bidder or the bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

#### **1-1.11 PUBLIC OPENING OF PROPOSALS**

Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

#### **1-1.12 REJECTION OF PROPOSALS**

Proposals may be rejected if they have been transferred to another bidder, or if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

#### **1-1.13 COMPETITIVE BIDDING**

If more than one proposal be offered by any individual, firm, copartnership, corporation, association, or any combination thereof, under the same or different names, all of those proposals may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work.

All bidders are put on notice that any collusive agreement to control or affect the awarding of this contract is in violation of the competitive bidding requirements of the State Contract Act and the Business and Professions Code and may render void any contract let under those circumstances.

#### **1-1.14 RELIEF OF BIDDERS**

Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the Department written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

### **1-1.15 INELIGIBILITY TO CONTRACT**

Public Contract Code Section 10285.1 provides as follows:

Any State agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a subcontractor at any tier upon the contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. A State agency may determine the eligibility of any person to enter into a contract under this article by requiring the person to submit a statement under penalty of perjury declaring

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that neither the person nor any subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this section within the preceding three years.

A form for the statement required by Section 10285.1 is included in the Proposal.

## **SECTION 2**

### **AWARD AND EXECUTION OF CONTRACT**

#### **2-1.01 AWARD OF CONTRACT**

The right is reserved to reject any and all proposals. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 30 days after the opening of the proposals. This period will be subject to extension for any further period as may be agreed upon in writing between the Department and the bidder concerned.

#### **2-1.02 RETURN OF PROPOSAL GUARANTIES**

The proposal guaranties accompanying the proposals of the first, second and third lowest responsible bidders will be retained until the contract has been finally executed, after which all those proposal guaranties, except bidders' bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompany. The proposal guaranties, other than bidder's bonds, submitted by all other unsuccessful bidders will be returned upon determination, by the Department, of the first, second and third lowest responsible bidders.

#### **2-1.03 CONTRACT BONDS**

The successful bidder shall furnish the 2 bonds required by the State Contract Act. One bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the work under the contract and the other bond shall guarantee the faithful performance of the contract. The bond forms will be furnished to the successful bidder by the Department.

Except as otherwise provided in Section 3248 of the Civil Code and Section 30154 of the Streets and Highways Code, the payment bond shall be in a sum equal to the contract price and the performance bond shall be in a sum equal to at least one-half of the contract price.

All alterations, extensions of time, extra and additional work, and other changes authorized by the General Conditions, the special provisions or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

#### **2-1.04 INSURANCE POLICIES**

The successful bidder shall submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 5-1.03, "Indemnification and Insurance." Allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines confirming the successful bidder has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is \$50 000 or higher.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure in accordance with the provisions of Section 3700 of the Labor Code.

#### **2-1.05 EXECUTION OF CONTRACT**

The contract shall be signed by the successful bidder and returned, together with the contract bonds and the documents identified in Section 2-1.04, "Insurance Policies," within 10 business days of receiving the contract for execution.

#### **2-1.06 FAILURE TO EXECUTE CONTRACT**

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 2-1.05, "Execution of Contract," within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

#### **2-1.05 RETURN OF PROPOSAL GUARANTIES**

The Department keeps the proposal guaranties of the 1st, 2nd and 3rd lowest responsible bidders until the contract has been executed. The other bidders' guaranties, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd apparent lowest bidders, and their bidders' bonds are of no further effect.

### **GENERAL CONDITIONS**

#### **SECTION 1**

#### **DEFINITIONS AND TERMS**

##### **1-1.01 GENERAL**

Unless the context otherwise requires, wherever in the specifications and other contract documents the following abbreviations and terms, or pronouns in place of them, appear in the contract documents, the intent and meaning shall be interpreted as provided in this Section 1.

Working titles having a masculine gender, such as "workman" and "journeyman" and pronouns, such as "he" and "himself", are utilized in these General Conditions, the Instructions to Bidders and the special provisions for the sake of brevity, and are intended to refer to persons of either gender.

The Department is gradually changing the style and language of the specifications. The new style and language includes:

1. Use of:
  - 1.1. Imperative mood
  - 1.2. Introductory modifiers
  - 1.3. Conditional clauses

2. Elimination of:
  - 2.1. Language variations
  - 2.2. Definitions for industry-standard terms
  - 2.3. Redundant specifications
  - 2.4. Needless cross-references

The use of this new style does not change the meaning of a specification not yet using this style.

The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

All items in a list apply unless the items are specified as choices.

Interpret terms as defined in the Contract documents. A term not defined in the Contract documents has the meaning defined in Means Illustrated Construction Dictionary, Condensed Version, Second Edition.

### **1-1.02 ACCEPTANCE**

The formal written acceptance by the Director of Transportation of an entire contract which has been completed in all respects in conformance with the contract documents and any modifications thereof previously approved.

### **1-1.03 ADDENDUM**

A document or written communication issued by the Department during the bidding period which modifies, supersedes, or supplements the original contract documents.

### **1-1.04 BIDDER**

Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly, or through a duly authorized representative.

### **1-1.042 BUSINESS DAY**

Day on the calendar except Saturday or holiday.

### **1-1.047 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES**

The California Manual on Uniform Traffic Control Devices for Streets and Highways (California MUTCD) is issued by the Department of Transportation and is the Federal Highway Administration's MUTCD 2003 Edition, as amended for use in California. Part 6 of the California MUTCD, "Temporary Traffic Control," supersedes the Department's Manual of Traffic Controls.

### **1-1.05 CONTRACT**

The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The contract shall include the notice to contractors, Instructions to Bidders, proposal, plans, General Conditions, special provisions and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplementary agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

### **1-1.06 CONTRACTOR**

The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the Department of Transportation, as party or parties of the second part or their legal representatives.

**1-1.07 DAYS**

Unless otherwise designated, days as used in the contract documents will be understood to mean calendar days.

**1-1.075 DEDUCTION**

Amount of money permanently taken from progress payment and final payment. Deductions are cumulative and are not retentions under Pub Cont Code § 7107.

**1-1.08 DEPARTMENT**

The Department of Transportation of the State of California, as created by law.

**1-1.09 DIRECTOR**

The executive officer of the Department of Transportation, as created by law.

**1-1.10 ENGINEER**

The Chief Engineer, Department of Transportation, acting either directly or through properly authorized agents, the agents acting within the scope of the particular duties delegated to them.

**1-1.105 FEDERAL-AID CONTRACT**

Contract that has a Federal-aid project number on the cover of the Notice to Contractors, Instruction to Bidders and General Conditions and Special Provisions.

**1-1.11 GENERAL NOTES**

The written instructions, provisions, conditions or other requirements appearing on the plans, and so identified thereon, which pertain to the performance of the work.

**1-1.114 HOLIDAY**

1. Every Sunday
2. January 1st, New Year's Day
3. 3rd Monday in January, Birthday of Martin Luther King, Jr.
4. February 12th, Lincoln's Birthday
5. 3rd Monday in February, Washington's Birthday
6. March 31st, Cesar Chavez Day
7. Last Monday in May, Memorial Day
8. July 4th, Independence Day
9. 1st Monday in September, Labor Day
10. 2nd Monday in October, Columbus Day
11. November 11th, Veterans Day
12. 4th Thursday in November, Thanksgiving Day
13. 4th Friday in November, Day after Thanksgiving Day
14. December 25th, Christmas Day

• If January 1st, February 12th, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday.

**1-1.12 LABORATORY**

The Division of Engineering Services - Materials Engineering and Testing Services and the Division of Engineering Services - Geotechnical Services of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Engineering Services - Materials Engineering and Testing Services and the Division of Engineering Services - Geotechnical Services, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

#### **1-1.14 LIQUIDATED DAMAGES**

The amount prescribed in the special provisions, pursuant to the authority of Public Contract Code Section 10226, to be paid to the State or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the special provisions.

#### **1-1.146 OFFICES OF STRUCTURE DESIGN**

The Offices of Structure Design of the Department of Transportation. When the specifications require working drawings to be submitted to the Offices of Structure Design, the drawings shall be submitted to: Offices of Structure Design, Documents Unit, Mail Station 9-4/4I, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.

#### **1-1.15 PLANS**

The official drawings including plans, elevations, sections, detail drawings, diagrams, plates, general notes, information and schedules thereon, or exact reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. The plans include any drawings or plates bound within the special provisions.

#### **1-1.16 PREMISES**

The area of State-owned property which surrounds the work site, limited by the property lines thereof. In some cases the premises may coincide with the work site.

#### **1-1.17 PROPOSAL**

The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

#### **1-1.18 PROPOSAL FORM**

The approved form upon which the Department of Transportation requires formal bids be prepared and submitted for the work.

#### **1-1.19 PROPOSAL GUARANTY**

The cash, cashier's check, certified check, or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the Department of Transportation for the performance of the work if the contract is awarded to the bidder.

#### **1-1.20 SPECIAL PROVISIONS**

The special provisions are specific clauses setting forth conditions or requirements of the work and supplementary to these General Conditions and the Instructions to Bidders. The Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates is to be considered as a part of the special provisions.

#### **1-1.21 STATE**

The State of California, including its agencies, departments, or divisions, whose conduct or action is related to the work.

#### **1-1.22 STATE CONTRACT ACT**

An act to regulate contracts for the erection, construction, alteration, repair or improvement of any state structure, building, road, or other State improvements of any kind, to be found in Chapter 1, Division 2 of the Public Contract Code.

#### **1-1.225 WITHHOLD**

Money temporarily or permanently taken from progress payment. Withholds are cumulative and are not retentions under Pub Cont Code § 7107.

### 1-1.23 WORK

The furnishing of all labor, and the furnishing and installing of all materials, articles, supplies and equipment as specified, designated, or required by the contract.

### 1-1.24 WORKING DAY

Every day except Saturdays, Sundays, legal holidays, and those days not charged as working days pursuant to Section 6-1.07, "Time of Completion," of these General Conditions.

### 1-1.25 WORK SITE

The area of actual construction and the areas immediately adjacent thereto.

### 1-1.26 ABBREVIATIONS

AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute.
AREMA	American Railway Engineering and Maintenance-of-Way Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CBC	California Building Code
CEC	California Electrical Code
CMC	California Mechanical Code
CPC	California Plumbing Code
CS	Commercial Standards (US Department of Commerce)
EIA	Electronic Industries Association
ESO	Electrical Safety Orders
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specification
IEEE	Institute of Electrical and Electronics Engineers
ICBO	International Conference of Building Officials
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NPCA	National Precast Concrete Association
PEI	Porcelain Enamel Institute

PS	Product Standard (US Department of Commerce)
RIS	Redwood Inspection Service
SCPI	Structural Clay Products Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSPC	The Society for Protective Coatings
TCA	Tile Council of America
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters' Laboratory
UPC	Uniform Plumbing Code
WCLB	Grade Stamp for WCLIB
WCLIB	West Coast Lumber Inspection Bureau (Grade Stamped WCLB)
WIC	Woodwork Institute of California
WWPA	Western Wood Products' Association

### Units of Measurement

Some of the symbols for units of measurement used in the specifications are defined as follows. The symbols for other units of measurement used in the specifications are as defined in ASTM Designation: E-380, or in the various specifications and test referenced in the specifications.

Symbols as used in the Specifications	Definitions
A	amperes
feet	feet
g	gram
kg	kilogram
ha	hectare (10 000 m <sup>2</sup> )
h	hour
J	joule
ksi	kips per square inch
L	liter
m	meter
km	kilometer
mm	millimeter
μm	micrometer
nm	nanometer
m <sup>2</sup>	square meter
m <sup>3</sup>	cubic meter
N	newton
N·m	newton meter
Ω	ohm
pcf	pounds per cubic foot
Pa	pascal
kPa	kilopascal
MPa	megapascal
s	second
ton	2,000 pounds
tonne	metric ton (1000 kg)
W	watt
V	volt

**SECTION 2**  
**CONTROL AND SCOPE OF THE WORK**

**2-1.005 General**

Failure to comply with any specification part is a breach of the contract and a waiver of your right to time or payment adjustment.

After contract approval, submit documents and direct questions to the Engineer. Orders, approvals, and requests to the Contractor are by the Engineer.

The Engineer furnishes the following in writing:

1. Approvals
2. Notifications
3. Orders

The Contractor must furnish the following in writing:

1. Assignments
2. Notifications
3. Proposals
4. Requests, sequentially numbered
5. Subcontracts
6. Test results

The Department rejects a form if it has any error or any omission.

Convert foreign language documents to English.

Use contract administration forms available at the Department's Web site.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

**2-1.015 RECORD RETENTION, INSPECTION, COPYING, AND AUDITING**

Retain project records and make them available for inspection, copying, and auditing by State representatives from bid preparation through:

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain and make available for inspection, copying, and auditing cost records by State representatives including:

1. Records pertaining to bid preparation
2. Overhead
3. Payroll records and certified payroll
4. Payments to suppliers and subcontractors
5. Cost accounting records
6. Records of subcontractors and suppliers

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

Before contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 days before inspection, copying, or auditing.

If an audit is to start more than 30 days after contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier when the audit is to start.

### **2-1.01 AUTHORITY OF ENGINEER**

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and special provisions; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final, and the Engineer shall have authority to enforce and make effective those decisions and orders which the Contractor fails to carry out promptly. Failure to enforce a contract provision does not waive enforcement of any contract provision.

### **2-1.02 INTENT OF PLANS AND SPECIAL PROVISIONS**

The intent of the plans and special provisions is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in conformance with the terms of the contract. Where the plans or special provisions describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner. Nothing in the specifications voids the Contractor's public safety responsibilities.

### **2-1.03 CONTRACT COMPONENTS**

A component in one contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of contract parts in descending order is:
  - 1.1. Special provisions
  - 1.2. Project drawings
  - 1.5. Amendments to the Instructions to Bidders and to the General Conditions
  - 1.6. Instructions to Bidders and General Conditions
  - 1.7. Project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, request correction or clarification.

### **2-1.04 SHOP DRAWINGS, DESCRIPTIVE DATA, SAMPLES, AND ALTERNATIVES**

It shall be the Contractor's responsibility to submit, so as to cause no delay in the work, all shop drawings, descriptive data, samples for the various trades as required by the special provisions, and offers of alternatives, if any. The submittals shall be checked and coordinated by the Contractor with the work of other trades involved before they are submitted to the Engineer for examination.

Submittals shall be delivered to the locations indicated in the special provisions.

Work requiring the submittal of shop drawings, descriptive data or samples shall not begin prior to approval of that submittal by the Engineer. Fifteen working days shall be allowed for approval or return for correction of each submittal or resubmittal. Approval of submittals shall not operate to waive any of the requirements of the plans and specifications or relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding the approval of that submittal. Should the Engineer fail to complete his review within the time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review, an extension of time commensurate with the delay in completion of the work thus caused will be granted pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, and no additional compensation will be allowed for the delay.

Submittals shall be made by a letter of transmittal which shall contain a list of all matter submitted and identification of all variations from the plans and special provisions contained in the submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and contract number, with ample cross references to the contract documents, to facilitate identification of items and their location in the work. Additional specific requirements shall be as follows:

### **Shop Drawings**

The Contractor shall submit at least 5 copies of all shop drawings required by the special provisions. Two copies will be returned to the Contractor either approved for use or returned for correction and resubmittal. Shop drawings include any drawing which requires execution by a draftsman as distinguished from printed matter. The size of shop drawings shall be 22 inches x 34 inches (559 mm x 864 mm) or 11 inches x 17 inches (279 mm x 432 mm) in size.

### **Descriptive Data**

The Contractor shall submit 5 copies of each set of manufacturer's brochures or other data required by the special provisions. The State will examine the submittals and return 2 copies either approved for use or returned for correction and resubmittal.

### **Samples**

The Contractor shall submit samples of articles, materials or equipment as required by the special provisions. The work shall be in conformance with the approved samples. Samples shall be removed from State property when directed or may be incorporated in the work if approved by the Engineer. Samples not removed by the Contractor will become the property of the State or, at the State's option, will be removed or disposed of by the State at the Contractor's expense.

### **Alternatives**

For convenience in designation on the plans or in the special provisions, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name". An alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

- 1 The Contractor shall submit his proposal for an alternative in writing. The request shall be made in ample time to permit approval without delaying the work, but need not be made in less than 35 days after award of the contract.
- 2 No proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the Engineer. The Contractor shall satisfy the Engineer as to the comparative quality, suitability, or performance of the offered materials, articles, or equipment. In the event that the Engineer rejects the use of the alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

Approval of submittals by the Engineer shall not relieve the Contractor from responsibility for the successful completion of the work, nor shall it relieve the Contractor from responsibility for errors in the submittals. A failure by the Contractor to identify in the letter of transmittal, material deviations from the plans or specifications shall void the submittal and any action taken thereon by the Engineer. When specifically requested by the Engineer, the Contractor shall resubmit the shop drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the contract plans and special provisions, the changes shall not be made without the approval of the Engineer and shall be made without additional cost to the State.

### **2-1.045 DIFFERING SITE CONDITIONS**

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made in conformance with the provisions in Section 3-1.01, "Changes," of these General Conditions, except as otherwise provided.

#### **2-1.05 PRESERVATION AND CLEANING**

The Contractor shall clean up the work at frequent intervals and at other times when directed by the Engineer. While finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon completion of the work, the Contractor shall remove from the premises the Contractor's construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for final inspection.

#### **2-1.06 LIMITATIONS ON WORK SITE AND PREMISES**

The Contractor shall limit the Contractor's construction operations to the work site unless otherwise shown on the plans or specified. The Contractor shall perform no operations of any nature over or on the premises except those operations as are authorized by the plans or special provisions, or as authorized by the Engineer.

#### **2-1.07 SUPERINTENDENCE**

The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of 2 or more persons, firms, partnerships, or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

The authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

#### **2-1.08 CHARACTER OF WORKMEN**

If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

#### **2-1.09 INSPECTION**

The Contractor shall at all times permit the Engineer and the Engineer's authorized agents to inspect the work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for inspection by the Engineer to all parts of the work, and to the shops where the work is in preparation. Work shall not be covered up until authorized by the Engineer and the Contractor shall be solely responsible for notifying the Engineer where and when the work is in readiness for inspection and testing. Should any work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Whenever the Contractor intends to perform work on Saturday, Sunday, or a legal holiday, the Contractor shall give notice to the Engineer of the Contractor's intention 48 hours prior to performing that work, or a longer period as may be specified so that the Engineer may make necessary arrangements.

### **2-1.095 FINAL INSPECTION**

When the work has been completed, the Engineer will make the final inspection.

### **2-1.10 REMOVAL OF REJECTED AND UNAUTHORIZED WORK**

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Engineer and no compensation will be allowed to the Contractor for the removal, replacement, or remedial work.

Any work done beyond the lines shown on the plans or established by the Engineer, or any work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Section 2-1.10, the Department may cause rejected or unauthorized work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

### **2-1.11 COST REDUCTION INCENTIVE**

The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, special provisions or other requirements of the contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

Prior to preparing a cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine the merit of the cost reduction proposal. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, and review times required by the Department and other agencies.

Cost reduction proposals shall contain the following information:

1. A description of both the existing contract requirements for performing the work and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the work were to be paid for as a change in the work as provided in Section 3, "Changes in the Work," of these General Conditions.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The contract work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this Section 2-1.11 shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design will not be considered as an acceptable cost reduction proposal; and the Department will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any cost reduction proposal. If a cost reduction proposal is similar to a change in the plans or special provisions, under consideration by the Department for the project, at the time the proposal is submitted or if the proposal is based upon or similar to standard special provisions adopted by the Department after the advertisement for the contract, the Engineer will not accept the proposal, and the Department reserves the right to make the changes without compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the work in conformance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, the cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the right is reserved to disregard the schedules of values if, in the judgment of the Engineer, the schedule does not represent a fair measure of the value of work to be performed or to be deleted.

The Department reserves the right where it deems action is appropriate, to require the Contractor to share in the Department's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering the proposal. Where this condition is imposed, the Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the Department to deduct amounts payable to the Department from any moneys due or that may become due to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part the acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this Section 2-1.11. The change order shall incorporate the changes in the plans and special provisions which are necessary to permit the cost reduction proposal or that part of it as has been accepted to be put into effect, and shall include any conditions upon which the Department's approval thereof is based if the approval of the Department is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of that estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the Department's costs of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the State by reducing the contract working days. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions regarding the working days.

Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the change order.

The Department expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Department when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted that proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to that Contractor prior to submission of the accepted cost reduction proposal and as to which the cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section 2-1.11 if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Department. Subject to the provisions contained herein, the State or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This Section 2-1.11 shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

## **SECTION 3**

### **CHANGES IN THE WORK**

#### **3-1.01 CHANGES**

The Department reserves the right to order changes in the contract at any time prior to the acceptance of the work by the Director, and the Contractor shall comply with the ordered changes. Changes or deviations from the contract shall not be made without authority in writing from the Engineer, and changes to the work without the Engineer's written approval will be considered unauthorized work and will not be paid for.

On the basis set forth in this Section 3, the contract lump sum price will be adjusted for any ordered change which results in a change in the cost of the work.

When ordered by the Engineer, the Contractor shall halt work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Engineer of the reasons for that change; however, work in the area affected shall not be discontinued unless ordered by the Engineer.

For any approved change in the work, the Contractor shall be entitled to an adjustment in time equal to the number of working days which completion of the entire work is delayed due to the changed work, and the State will be entitled to an adjustment in time equal to the number of working days which completion of the entire work is advanced due to the changed work. For ordinary changes, the Contractor's cost estimate for the changed work shall state the amount of extra time, if any, that the Contractor considers should be allowed for making the requested change. Failure to request additional time when submitting the estimate, or failure to submit the estimate, shall constitute a waiver of the right to later claim any adjustment in time based upon changed work. For ordinary changes which decrease the amount of work and for indeterminate type changes, an adjustment in time commensurate with the changed work will be determined by the Engineer. Disagreement as to time adjustments shall not affect contract price adjustments, nor shall it be cause for not proceeding with the changed work when ordered by the Engineer. The Contractor shall have the right, however, to further pursue a time adjustment in the event agreement is not reached.

### **3-1.01A Ordinary Changes**

The Engineer will notify the Contractor in writing of any proposed changes and describe the intended change. Within 15 days after receipt of a written request, the Contractor shall submit his proposed price to be added or deducted from the contract price due to the change. The Contractor's proposed price to be added to or deducted from the contract price shall be supported by detailed estimates of cost prepared by the Contractor. The Contractor shall also provide information to support any request for an adjustment in contract time which is directly attributable to the changed work. The Contractor shall, upon request by the Engineer, permit inspection of his original contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.01C, "Agreed Cost for Changes," of these General Conditions, the Contractor shall proceed with the work at the agreed price.

If the Contractor and the Engineer fail to agree as to the adjustment in compensation for the performance of the changed work, the Contractor, upon written order from the Engineer, shall proceed immediately with the changed work and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.

If the Contractor fails to submit his cost estimate within the specified 15 day period, the specified period may be extended in writing by the Engineer. If the Engineer does not so extend the specified period, or if the Contractor fails to submit his cost estimate within the extended time period, the Contractor shall commence the work immediately upon receipt of written order from the Engineer and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.

### **3-1.01B Indeterminate Type Changes**

Changes in the work of a kind where the cost of the work cannot be determined until completed, may be authorized by the Engineer in writing. The written order shall state that it is issued pursuant to this Section 3-1.01B. Upon receipt of a written order from the Engineer, the Contractor shall proceed with the ordered work and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.

### **3-1.01C Agreed Cost For Changes**

If the Engineer and the Contractor agree as to the adjustment in compensation for the performance of changed work on the basis of the Contractor's proposed cost estimate of the work, the contract lump sum price will be adjusted accordingly. The adjustment in compensation shall be agreed to in writing and executed by both parties.

### **3-1.01D Failure To Agree To The Cost Of Changes**

When a proposed change order decreases the cost of the work and the Engineer and the Contractor fail to agree upon the decreased cost thereof, the Engineer's estimated decrease in cost will be deducted from the contract price. The Contractor will be allowed 15 days after receipt of a contract change order approved by the Engineer, in which to file a written protest setting forth in what respects the Contractor differs from the Engineer's estimate of decreased cost, otherwise the decision of the Engineer to deduct the Engineer's estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

In the event the Engineer and the Contractor fail to agree on the cost of a change order which increases the cost of the work, the Engineer will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's work, the Contractor shall review the Engineer's daily job record comparing with the Contractor's own records, and after agreement is reached, the daily job record shall be signed by both the Engineer and the Contractor and shall become the basis for payment for the changed work. Upon completion of the work under the change order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Engineer and the Contractor to be in addition to the requirements of the contract, together with allowable markups.

When there is a failure to agree as to cost, no payment for the changed work will be made to the Contractor until all work called for in the change order has been completed, except that progress payments may be made on those portions of the changed work which the Contractor and the Engineer agree as to cost.

### **3-1.01E Allowable Costs For Changes**

The only costs which will be allowed because of changed work and the manner in which these costs shall be computed are set forth in Sections 3-1.01E(1) through 3-1.01E(5) of these General Conditions. Where the term "actual cost" is used in the aforesaid sections, it shall be deemed to mean "estimated cost" where the adjustment in compensation is of a necessity based upon estimated costs.

#### **3-1.01E(1) Labor**

The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed work, including payments, assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the work is performed, nor will the use of a labor classification which would increase the cost be permitted unless the Contractor establishes to the complete satisfaction of the Engineer the necessity for payment at a higher rate.

#### **3-1.01E(2) Materials**

The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed work. The cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the State. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for the materials. If, in the opinion of the Engineer, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to the Engineer from the actual supplier, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The Department reserves the right to furnish the materials required by the change order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

#### **3-1.01E(3) Equipment**

The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Engineer in the performance of the changed work. No payment will be made for time while equipment is inoperative due to breakdowns or on days when no work is performed. In addition, the rental time shall include the time required to move the equipment to the work from the nearest available source of the required equipment, and to return it to the source. If the equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed work during the time between move in and move out. Individual pieces of equipment having a replacement value of \$500 or less shall be considered to be tools or small equipment, and no payment will be made therefor. For equipment owned, furnished, or rented by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the work is performed.

#### **3-1.01E(4) Markups**

When a change order increases the cost of the work, the Contractor may add the following maximum markups to the actual costs of labor, materials, or equipment rental:

33 percent for labor;  
15 percent for materials; and  
15 percent for equipment rental.

The above markups include full compensation for bonds, profit and overhead.

When a change order decreases the cost of the work, the reduction in cost shall include a 5 percent markup on the estimated cost for furnishing the labor, materials and equipment which would have been used on the work had the change order not been issued.

When a change order involves both added work and deleted work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of 33 percent shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of 15 percent shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of 5 percent shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

When added or deleted work is performed by an authorized subcontractor, approved in conformance with the provisions in Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders, an additional 5 percent will be added to the total cost of the work including all markups specified in this Section 3-1.01E(4). The additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the work by a subcontractor.

### **3-1.01E(5) General Limitation**

In no event shall any actual cost for added work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Engineer that the Contractor investigated all possible means of obtaining the added work at prevailing market values and that the excess cost could not be avoided by the Contractor. The Engineer will determine the necessity for incurring the costs enumerated above, and as to whether they are directly required for the performance of the changed work. Lump sum quotations may be accepted at the option of the Engineer. When a change order deletes work from the contract, the computation of the cost thereof shall be the values which prevailed at the time bids for the work were opened.

When work under this Section 3 is performed by forces other than the Contractor's organization, no additional payment will be made by the State by reason of the performance of the work by a subcontractor or other forces, except as provided elsewhere in this Section 3.

## **SECTION 4 CONTROL OF MATERIALS**

### **4-1.01 MATERIALS**

The Contractor shall furnish all materials required to complete the work, except materials that are designated in the special provisions to be furnished by the State and materials furnished by the State in conformance with Section 3, "Changes in the Work," of these General Conditions.

Unless otherwise specified in the special provisions, materials furnished by the Contractor for incorporation into the work shall be new. When the quality or kind of materials, articles, or equipment is not specifically indicated, then the quality or kind thereof shall be similar to those which are indicated.

Materials to be used in the work will be subject to inspection and tests by the Engineer or the Engineer's designated representative. The Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the

Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests if made, and that inspection and testing performed by the State shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection.

All materials which do not conform to the requirements of the plans and special provisions, as determined by the Engineer, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approval in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under these provisions, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the work, shall be delivered to the Engineer before acceptance of the contract.

Unless otherwise designated in the special provisions, materials furnished by the State will be delivered to the job site. Materials furnished by the State that are designated in the special provisions as available at locations other than the job site shall be hauled to the site of the work by the Contractor at his expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to him, and he shall pay all demurrage and storage charges. State-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing State-furnished material and those costs may be deducted from any moneys due or to become due the Contractor.

#### **4-1.02 PRODUCT AND REFERENCE STANDARDS**

When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the contract documents, those designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the work is dated.

When standards or test designations are referred to in the contract documents by specific date of issue, they shall be considered a part of the contract. When those references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the work is dated shall be considered as part of the contract.

#### **4-1.03 SAMPLING AND TESTING OF MATERIALS**

Whenever the provisions of Section 4-1.03, "Sampling and Testing of Materials," of the General Conditions refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

Unless otherwise specified, all tests shall be performed in conformance with the methods used by the Department of Transportation and shall be made by the Engineer or his designated representative.

The Department has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to as California Test. Up to five copies of individual California Tests are available at the Division of New Technology, Materials and Research, located at 5900 Folsom Boulevard, (P.O. Box 19128), Sacramento, CA 95819, and will be furnished to interested persons upon request. If a complete set of California Test Methods is desired, it can be purchased from the Department's Office of Business Management, Materiel Operations Branch, 1900 Royal Oaks Drive, Sacramento, CA 95815.

Whenever a reference is made in the special provisions to a California Test by number, it shall mean the California Test in effect on the day the Notice to Contractors for the work is dated.

Whenever the special provisions provide an option between 2 or more tests, the Engineer will determine the test method to be used.

Whenever a specification, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the State's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at his discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in conformance with the referenced specification

and furnished by the Contractor at his expense. The number of samples and test specimens shall be entirely at the discretion of the Engineer.

When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

#### **4-1.035 TESTING BY CONTRACTOR**

The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure quality control. The test methods used for quality control testing by the Contractor shall be as determined by the Contractor. The results of those quality control tests shall be made available to the Engineer upon request. Contractor performed quality control tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

#### **4-1.04 CERTIFICATES OF COMPLIANCE**

A Certificate of Compliance shall be furnished prior to the use of any materials for which the special provisions require that a Certificate of Compliance be furnished. In addition, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the special provisions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the work and the lot so certified shall be clearly identified in the certificate.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and special provisions and any material not conforming to those requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

## **SECTION 5**

### **LEGAL RELATIONS AND RESPONSIBILITIES**

#### **5-1.01 LAWS TO BE OBSERVED**

Comply with laws, orders, decrees, and permits. Indemnify and defend the State against any claim or liability arising from the violation of a law, order, decree, or permit by you or your employees. Immediately report to the Engineer in writing a discrepancy or inconsistency between the contract and a law, order, decree, or permit.

#### **5-1.01A Hours of Labor**

Eight hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, \$25 for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

#### **5-1.01B Labor Nondiscrimination**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations:

### **NONDISCRIMINATION CLAUSE**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

### **STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)**

These specifications are applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth herein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

1. As used in the specifications:
  - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
  - b. "Minority" includes:
    - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
    - (iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
    - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. Reference: Section 12990, Government Code.

### **5-1.01C Prevailing Wage**

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf the contract is made or awarded a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor must diligently take corrective action to stop or rectify the failure, including withholding sufficient funds due the subcontractor for work performed on the public works project.
4. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement must notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not withhold sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor must withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor must pay any money withheld from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor must pay all moneys withheld from the subcontractor to the Department. The Department withholds these moneys pending the final decision of an enforcement action.

Pursuant to the provisions of Section 1773 of the Labor Code, the Department has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The general prevailing wage rates and any applicable changes to these wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated. For work situated in District 9, the wage rates are available at the Labor Compliance Office at the offices of the District Director of Transportation for District 6, located at Fresno. General prevailing wage rates are also available from the California Department of Industrial Relations' internet web site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.

The State will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the State on the contract.

#### **5-1.01D Travel And Subsistence Payments**

Attention is directed to the requirements in Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in conformance with the requirements in Labor Code Section 1773.8.

#### **5-1.01E Payroll Records**

Attention is directed to the provisions of Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

"1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

"(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

"(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

"(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

"(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

"(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

"(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The Department withholds the penalties specified in subdivision (g) of Labor Code § 1776 for noncompliance with the requirements in Section 1776.

A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent

indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

The Department withholds for delinquent or inadequate payroll records (Labor Code § 1771.5). If the Contractor has not submitted an adequate payroll record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

#### **5-1.01F Trench Safety**

Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 5 feet (1.5 m) or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.

Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.

No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.

If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

In addition to these provisions detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans for excavations on or affecting railroad property shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

#### **5-1.01G Apprentices**

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### **5-1.01H Fair Labor Standards Act**

The attention of bidders is invited to the fact that the State of California, Department of Transportation, has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).

#### **5-1.01I (Blank)**

#### **5-1.01J Air Pollution Control**

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the premises.

#### **5-1.01K Use Of Pesticides**

The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the work on the contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

#### **5-1.01L Sound Control Requirements**

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

#### **5-1.01M Environmental Clearances**

The Department will obtain all environmental clearances and authorizations necessary for the project as set forth in the plans and specifications. The Contractor shall comply with the provisions, including giving notices during construction when required, of these authorizations. In the event the obtaining of these authorizations delays completion of all or any portion of the work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted and the Contractor shall not be entitled to any additional compensation because of the delays.

#### **5-1.01N Permits And Licenses**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the Department has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act, the Contractor shall comply with the provisions of those permits, licenses and other authorizations.

#### **5-1.01O Assignment Of Antitrust Actions**

The Contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and the Contractor's subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

#### **5-1.01P Safety And Health Provisions**

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.

Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

#### **5-1.01Q Suits To Recover Penalties And Forfeitures**

Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or contract provisions based on those laws.

Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the Contractor or the Contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the contract and the formal acceptance of the job.

Submission of a claim under Section 7-1.07, "Final Payment and Claims," of these General Conditions for the amounts withheld from payment for those penalties and forfeitures is not a prerequisite for those suits and these claims will not be considered.

#### **5-1.01R Water Pollution**

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a program to control water pollution effectively during construction of the project. The program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been accepted.

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been accepted.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program in not more than 5 working days.

The State will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

The Contractor may request the Engineer to waive the requirement for submission of a written program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.

Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erodible earth material, which may cause water pollution, exceeding 750,000 ft<sup>2</sup> (70 000 m<sup>2</sup>) for each separate location, operation, or spread of equipment before either temporary or permanent erosion control measures are accomplished.

Where erosion which will cause water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

Nothing in the terms of the contract nor in the provisions in this Section 5-1.01R shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.

The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.

The Contractor shall also conform to the following provisions:

1. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.
2. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
3. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
4. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
5. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.
6. Portland cement or fresh portland cement concrete shall not be allowed to enter flowing water of streams.
7. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.
8. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
9. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.

Compliance with the requirements of this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.

**5-1.01S REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If performance of the Contractor's current controlling operation is delayed in the area, and the delay could not be avoided by the judicious handling of forces, equipment, and plant, an extension of time determined in conformance with the provisions in Section 6-1.08, "Liquidated Damages," of the General Conditions will be granted. Compensation for the delay will be made only for the Contractor's actual losses due to idle time of equipment, necessary payments for idle time of workers, and cost of extra moving of equipment, in conformance with the provisions in Section 3-1.01E, "Allowable Costs for Changes," of the General Conditions, except that no markups will be added.

**5-1.01T SOLID WASTE DISPOSAL AND RECYCLING REPORT**

This work shall consist of reporting disposal and recycling of construction solid waste, as specified in these special provisions. For the purposes of this section, solid waste includes construction and demolition waste debris, but not hazardous waste.

Annually by the fifteenth day of January, the Contractor shall complete and certify Form CEM-4401, "Solid Waste Disposal and Recycling Report," which quantifies solid waste generated by the work performed and disposed of in landfills or recycled during the previous calendar year. The amount and type of solid waste disposed of or recycled shall be reported in either tons (tonne) or cubic feet (cubic meter.) The Contractor shall also complete and certify Form CEM-4401 within 5 days following contract acceptance.

The contractor shall submit a waste shipment record (WSR) for disposal of materials containing asbestos that is not classified as a hazardous waste..

Properly label containers as shown:

<b>DANGER</b>
<b>CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD</b>

Form CEM-4401, "Solid Waste Disposal and Recycling Report" can be downloaded at:

<http://www.dot.ca.gov/hq/construc/manual2001>

If the Contractor has not submitted Form CEM-4401, by the dates specified above, the Department will withhold the amount of \$10,000 for each missing or incomplete report. The moneys withheld will be released for payment on the next monthly estimate for partial payment following the date that a complete and acceptable Form CEM-4401 is submitted to the Engineer. Upon completion of all contract work and submittal of the final Form CEM-4401, remaining withheld funds associated with this section, "Solid Waste Disposal and Recycling Report," will be released for payment. Withheld funds in conformance with this section shall be in addition to other moneys withheld provided for in the contract. No interest will be due the Contractor on withheld amounts.

### **5-1.01U ARCHAEOLOGICAL DISCOVERIES**

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

Immediately upon discovery of archaeological materials, stop all work within a 60-foot (18 m) radius of the archaeological materials and immediately notify the Engineer. Archaeological materials found during construction are the property of the State. Do not resume work within the 60-foot (18 m) radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find or investigation or recovery of archeological materials, you will be compensated for resulting losses and an extension of time will be granted.

The Department may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials.

### **5-1.02 PROTECTION AND USE OF PROPERTY**

The Contractor shall be responsible for and provide and maintain all proper temporary walks, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the work, or at other times as directed, restore premises and adjacent property to a proper condition.

The Contractor shall protect adjoining property and nearby buildings, including State buildings, State roads, and public streets or roads, from dust, dirt, debris, or other nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect objects from damage. If any objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any of the objects are a part of the work being performed under the contract.

If the Contractor damages any buildings, roads or other property which belong to the State, or any department or agency thereof, then the Engineer, at his option, may retain from the money due under the contract an amount sufficient to insure repair of the damage.

The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs must be borne by the Contractor and will be deducted.

The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of the responsibility of protecting underground improvements or facilities. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities, which may be subject to damage by reason of the Contractor's operations.

### **5-1.03 INDEMNIFICATION AND INSURANCE**

- The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 2-1.04, "Insurance Policies," and Section 5-1.031, "Indemnification," and Section 5-1.032, "Insurance," of this Section 5-1.03.

#### **5-1.031 Indemnification**

- The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 5-1.031 Claims) arising out of or in connection with the Contractor's performance of this contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of the Contractor, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

- Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. State inspection is not a waiver of full compliance with these requirements.

- The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determine that the Contractor is not liable. The Contractor shall respond within 30 days to the tender of any Claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the State reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

- With respect to third-party claims against the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).

- Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

**5-1.032 Insurance**

**5-1.032A General**

- Nothing in the contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

**5-1.032B Casualty Insurance**

- The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:

1. The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
2. All insurance shall be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

**5-1.032C Workers' Compensation and Employer's Liability Insurance**

- In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.

- In accordance with Labor Code Section 1861, the Contractor shall submit to the Department the following certification before performing the work:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

- Contract execution constitutes certification submittal.
- The Contractor shall provide Employer's Liability Insurance in amounts not less than:
  1. \$1 000 000 for each accident for bodily injury by accident
  2. \$1 000 000 policy limit for bodily injury by disease
  3. \$1 000 000 for each employee for bodily injury by disease

- If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

**5-1.032D Liability Insurance**

**5-1.032D(1)General**

- The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

**5-1.032D(2) Liability Limits/Additional Insureds**

- The limits of liability shall be at least the amounts shown in the following table:

Total Bid	For Each Occurrence <sup>1</sup>	Aggregate for Products/Completed Operation	General Aggregate <sup>2</sup>	Umbrella or Excess Liability <sup>3</sup>
≤\$1 000 000	\$1 000 000	\$2 000 000	\$2 000 000	\$5 000 000
>\$1 000 000				
≤\$5 000 000	\$1 000 000	\$2 000 000	\$2 000 000	\$10 000 000
>\$5 000 000				
≤\$25 000 000	\$2 000 000	\$2 000 000	\$4 000 000	\$15 000 000
>\$25 000 000	\$2 000 000	\$2 000 000	\$4 000 000	\$25 000 000

1. Combined single limit for bodily injury and property damage.  
2. This limit shall apply separately to the Contractor's work under this contract.  
3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

- The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.

- The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time the Contractor started work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor that occurred during the course of the work; or
3. To the extent prohibited by Insurance Code Section 11580.04

- Additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

**5-1.032D(3) Contractor's Insurance Policy is Primary**

- The policy shall stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and shall not be called upon to contribute with this insurance.

**5-1.032E Automobile Liability Insurance**

- The Contractor shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability shall be not less than \$1 000 000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 5-1.032D(2) also applies to automobile liability.

**5-1.032F Policy Forms, Endorsements, and Certificates**

- The Contractor shall provide its General Liability Insurance under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

### **5-1.032G Deductibles**

- The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 5-1.032, "Insurance."

### **5-1.032H Enforcement**

- The Department may assure the Contractor's compliance with its insurance obligations. Ten days before an insurance policy lapses or is canceled during the contract period, the Contractor shall submit to the Department evidence of renewal or replacement of the policy.

- If the Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Contractor or terminate the Contractor's control of the work in accordance with Section 6-1.09, "Termination," of the General Conditions.

- The Contractor is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

- Minimum insurance coverage amounts do not relieve the Contractor for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this contract.

### **5-1.032I Self-Insurance**

- Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State.

- If the Contractor uses a self-insurance program or self-insured retention, the Contractor shall provide the State with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the contract is the Contractor's acknowledgement that the Contractor will be bound by all laws as if the Contractor were an insurer as defined under Insurance Code Section 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code Section 22.

### **5-1.04 OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE**

The Department reserves the right to occupy all or any part of the project prior to completion of the entire contract, upon written order therefor. In that event, the Contractor will be relieved of responsibility for any injury or damage to that part as results from the Department's occupancy and use by the Department. If the Contractor carries insurance against damage to the premises or against liability to third persons covering the premises so used and occupied by the Department, and if the occupancy results in increased premiums for insurance, the Department will pay to the Contractor the added cost for insurance during the period of occupancy.

This occupancy does not constitute acceptance by the Director either of the complete work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective work or materials found at any time before the formal written acceptance of the entire contract by the Director or during the full guarantee period after project acceptance, as provided in Section 7-1.09, "Guarantee," of these General Conditions.

### **5-1.05 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

Except as otherwise provided herein, the Contractor shall have the charge and care of the work and shall bear the risk of injury or damage to any part of the work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the work until the acceptance of the contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. In case of suspension of work from any cause whatever, the Contractor shall be responsible for the work and shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the work caused by the following:

- (1) An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of that event has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

- (2) Occupancy and use by the Department or the public prior to the completion of the entire project.
- (3) Acts of the Federal Government or the public enemy.

#### **5-1.06 RESPONSIBILITY FOR UTILITIES**

The Contractor shall be responsible for the cost for any and all work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the work, including without limitation thereon, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that the utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of any cables, or the ducts enclosing cables, the Contractor shall observe any special precautions required and the cost of these special precautions. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the work the Contractor encounters utility installations which are not shown or indicated on the plans or in the special provisions, or which are found in a location substantially different from that shown, and the utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Engineer in writing. Where necessary for the work of the contract, the Engineer shall issue a written order to the Contractor to make adjustment, rearrangement, repair, removal, alteration, or special handling of the utility, including repair of utility if damaged. The Contractor shall perform the work described in the written order, and compensation therefor will be made in conformance with the provisions in Section 3, "Changes in the Work," of these General Conditions, relating to changes in the work. Except for the items of cost specified in Section 3, "Changes in the Work," of these General Conditions, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him due to the presence of these utilities. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the Engineer, then the Contractor shall be liable for any or all damage to these utilities or other work of the contract which arises from the Contractor's operations subsequent to discovery thereof, and the Contractor shall repair and make good any damage at the Contractor's expense.

#### **5-1.07 PROPERTY RIGHTS IN MATERIALS**

Nothing in the contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or soil or after partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the State and unused. These material shall become the property of the State of California upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the State and unused, as provided in Section 7-1.05, "Partial Payments," of these General Conditions.

#### **5-1.08 LEGAL ACTIONS AGAINST THE DEPARTMENT**

If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted, and the Contractor shall not be entitled to any additional compensation because of the suspension.

#### **5-1.09 NO PERSONAL LIABILITY**

Neither the Director, the Engineer, nor any other officer or authorized employee of the Department of Transportation shall be personally responsible for any liability arising under the contract.

#### **5-1.10 PATENTS**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the State of California, the Director, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices, or processes.

### **5-1.11 PAYMENT OF TAXES**

The contract price paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the contract.

### **5-1.12 COOPERATION**

Should construction be under way by State forces or other forces or by other contractors within or adjacent to the limits of the work or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay, interference or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site at any time, by the use of other forces.

## **SECTION 6**

### **PROSECUTION AND PROGRESS**

#### **6-1.01 SUBLETTING AND SUBCONTRACTING**

The Contractor shall be responsible for all work performed under the contract. All persons engaged in the work will be considered as employees of the Contractor. The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control. When any subcontractor fails to prosecute a portion of the work in a manner satisfactory to the Engineer, the Contractor shall remove that subcontractor immediately upon written request of the Engineer, and the subcontractor shall not again be employed on the work. Although the sections of the contract may be arranged according to various trades, or general grouping of the work, the Contractor is not obligated to sublet the work in the same manner. The State will not arbitrate disputes among subcontractors or between the Contractor and one or more subcontractors concerning responsibility for performing any part of the work.

Subcontracts shall include provisions that the contract between the State and the Contractor is part of the subcontract, and that all terms and provisions of the contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the State concerning the project is filed.

Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on the Contractor's bid proposal without the written approval of the Engineer. Substitutions must be in conformance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Section 4100 of the Public Contract Code. Violations of this Act by the Contractor may subject him to penalties which may include cancellation of contract, assessment of 10 percent of the subcontractor's bid, and disciplinary action by the Contractors' State License Board.

#### **6-1.02 ASSIGNMENT**

The performance of the contract may not be assigned, except upon the written consent of the Director. Consent will not be given to any proposed assignment which would relieve the original Contractor or the Contractor's surety of their responsibilities under the contract nor will the Director consent to any assignment of a part of the work under the contract.

- If the Contractor assigns the right to receive contract payments, the Department accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described in the contract. The Department may use withheld payments for work completion whether payments are assigned or not.

### **6-1.03 BEGINNING OF WORK**

The Contractor shall begin work within 15 calendar days after receiving notice that the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department, and shall diligently prosecute the same to completion within the time limit provided in the special provisions.

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Office of the District Director of Transportation in the district in which the work is situated and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving notice that the contract has been approved as above provided, any work performed by the Contractor in advance of the date of approval shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer unless the contract is approved.

The delivery to the State for execution and approval of the contract properly executed on behalf of the Contractor and surety and the minimum 72 hours advance written notice as required above shall constitute the Contractor's authority to enter upon the site of the work and to begin operations, subject to the Contractor's assumption of the risk of the disapproval of the contract, as above provided, and subject also to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these General Conditions and the special provisions.
- (2) In the event of disapproval, the Contractor shall at the Contractor's expense do that work that is necessary to leave the site in a neat condition to the satisfaction of the Engineer.
- (3) All work done according to the contract prior to its approval, will, when the contract is approved, be considered authorized work and will be paid for as provided in the contract.
- (4) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the date on which the contract was approved by the Attorney General or the attorney appointed and authorized to represent the Department, except to the extent the delay, hindrance or interference would have been compensable hereunder had work been commenced on the date of the approval and the progress thereof been the same as that actually made.

### **6-1.04 PROGRESS SCHEDULE**

The Contractor shall submit to the Engineer a practicable progress schedule within 15 days of approval of the contract, and within 7 days of the Engineer's written request at any other time.

The Contractor may furnish the schedule on a form of the Contractor's choice or, if requested, the Engineer will furnish a form for the Contractor's use. If the Engineer furnishes a form, the Engineer will also furnish to the Contractor, on request, on or before the last day of each month a copy of the form showing the status of work actually completed during the preceding estimate period.

The schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work, and the contemplated dates for completing those salient features.

The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

Subsequent to the time that submittal of a progress schedule is required in conformance with these General Conditions, no progress payment will be made for any work until a satisfactory schedule has been submitted to the Engineer.

### **6-1.05 SCHEDULE OF VALUES**

The Contractor shall submit to the Engineer a schedule of values for each lump sum item. The sum of the items listed in the schedule of values shall equal the contract lump sum prices. Overhead and profit shall not be listed as separate items. The schedule of values shall be approved by the Engineer before any partial payment estimate is prepared.

### **6-1.06 TEMPORARY SUSPENSION OF WORK**

The Engineer shall have the authority to suspend the work wholly or in part, for any time period as the Engineer deems necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for any time period as the Engineer deems necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract.

The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Engineer.

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section 6-1.07, "Time of Completion," of these General Conditions. If a portion of work at the time of the suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the contract, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in Section 6-1.07, "Time of Completion," of these General Conditions.

In the event of a suspension of work under any of the conditions set forth in this Section 6-1.06, the suspension of work shall not relieve the Contractor of the Contractor's legal responsibilities as set forth in these General Conditions.

The Contractor shall have no claim for damage or compensation for any delay, interference or hindrance resulting from an ordered temporary suspension of the work.

In addition to the requirements specified above, the following shall apply:

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time or additional compensation and contract time is due as a result of the suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for the adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or cost and time required for the performance of the contract has increased as a result of the suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, the Contractor's suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

#### **6-1.07 TIME OF COMPLETION**

The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the special provisions.

A working day is defined as any day, except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations, and except days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on the controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.

The current controlling operation or operations is to be construed to include any feature of the work which, if delayed, will delay the time of completion of the contract.

Determination that a day is a nonworking day by reason of inclement weather or conditions resulting immediately therefrom shall be made and agreed upon during that day by conference between the Engineer and the Contractor. In the event of failure to agree, the Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date for completion thereof, except when working days are not being charged in conformance with the provisions in Section 6-1.06, "Temporary Suspension of Work," of these General Conditions.

#### **6-1.08 LIQUIDATED DAMAGES**

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in the special provisions, damage will be sustained by the State of California, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the State of California, the sum set forth in the special provisions per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the Department may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the Director shall have the right to increase the number of working days or not, as the Director may deem best to serve the interest of the State, and if the Director decides to increase the number of working days, the Director shall further have the right to charge to the Contractor, the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Director may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final statement shall not be included in the charges.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the special provisions for the completion of the work caused by acts of God or of the public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided, that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of that delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules, as required in Section 6-1.04, "Progress Schedule," of these General Conditions that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles, or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

If the Contractor is delayed in completion of the work by reason of changes made under Section 3, "Changes in the Work," of these General Conditions or by any act of the Engineer or of the Department, not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

Except as provided in Public Contract Code Section 7102, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the contract.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Section 6-1.08.

## **6-1.09 TERMINATION**

### **6-1.09A Termination Of Contract - "Convenience Of State"**

The Department reserves the right to terminate the contract at any time if the Director determines that to do so would be in the best interest of the State.

Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (1) The Engineer will issue the Contractor a written notice signed by the Director, specifying that the contract is to be terminated. Upon receipt of that written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:
  - (a) Stop all work under the contract except that specifically directed to be completed prior to acceptance.
  - (b) Perform work the Engineer deems necessary to secure the project for termination.
  - (c) Remove equipment from the site of the work.
  - (d) Take the required action as is necessary to protect materials from damage.
  - (e) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
  - (f) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and any other information as the Engineer may request.
  - (g) Dispose of materials not yet used in the work as directed by the Engineer. It shall be the Contractor's responsibility to provide the State with good title to all materials purchased by the State hereunder, including materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and with bills of sale or other documents of title for the materials.
  - (h) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the Department all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
  - (i) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
  - (j) Take other actions as the Engineer may direct.
- (2) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and for materials furnished by the State for use in the work and unused shall terminate when the Engineer certifies that the materials have been stored in the manner and at the locations the Engineer has directed.

The Contractor's responsibility for damage to materials purchased by the State subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of those materials has been taken by the State.

When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and all other work as may have been ordered to secure the project for termination, the Engineer will recommend that the Director formally accept the contract, and immediately upon and after the acceptance by the Director, the Contractor will not be required to perform any further work thereon and shall be relieved of contractual responsibilities for injury to persons or damage to property which occurs after the formal acceptance of the project by the Director.

- (3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:
- (a) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination.  
When in the opinion of the Engineer the cost of the work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the plans and special provisions and the excessive actual cost shall be disallowed.
  - (b) A reasonable allowance for profit on the cost of work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
  - (c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Engineer.
  - (d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and subcontractors, necessary to determine compensation in conformance with the provisions of this Section shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the contract is to be terminated and for a period of 3 years, and these records shall be retained for that period.

After acceptance of the work by the Director, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Statement, when in the Engineer's opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this Section shall be included in all subcontracts.

#### **6-1.09B Termination Of Control - "Default Of Contractor"**

Failure to supply an adequate working force, or material of proper quality, or failure to comply with Section 10262 of the State Contract Act, or in any other respect to prosecute the work with the diligence and force specified by the contract, is grounds for termination of the Contractor's control over the work and for taking over the work by the State. The procedures for termination, completion of the work, and the rights and obligations of the parties are provided for in the State Contract Act (Public Contract Code Sections 10253-10260).

If the Contractor's control of the work is terminated or the Contractor abandons the work and the contract work is completed in conformance with the provisions in Section 10255 of the State Contract Act, any dispute concerning the amount to be paid by the State to the Contractor or the Contractor's surety or to be paid to the State by the Contractor or the Contractor's surety, under the provisions in Section 10258 of the State Contract Act, shall be subject to arbitration in conformance with the provisions in Section 7-1.10, "Arbitration," of these General Conditions. The surety shall be bound by the arbitration award and is entitled to participate in the arbitration proceedings.

## SECTION 7

### ACCEPTANCE AND PAYMENT

#### 7-1.01 ACCEPTANCE

The contract will be accepted in writing by the Director when the whole shall have been completed in all respects in conformance with the provisions of the contract to the full satisfaction of the Department.

#### 7-1.02 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Director and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the contract. Neither the payment of any estimate nor of any retained percentage or withhold relieves the Contractor of any obligation to make good any defective work or material.

No compensation will be made in any case for loss of anticipated profits.

#### 7-1.03 NOTICE OF POTENTIAL CLAIM

It is the intention of this section that disputes between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action promptly taken.

Disputes will not be considered unless the Contractor has first complied with specified notice or protest requirements, including Section 3, "Changes in the Work," the notice provisions in Section 2-1.045, "Differing Site Conditions," Section 6-1.07, "Time of Completion," Section 6-1.08, "Liquidated Damages," and Section 5-1.06, "Responsibility for Utilities," of these General Conditions.

For disputes arising under and by virtue of the contract, including an act or failure to act by the Engineer, the Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.

The exclusive identification number for each dispute shall be used on the following corresponding documents:

1. Initial notice of potential claim
2. Supplemental notice of potential claim
3. Full and final documentation of potential claim
4. Corresponding claim included in the Contractor's written statement of claims

The Contractor shall provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. The Contractor shall proceed with the performance of contract work unless otherwise specified or directed by the Engineer.

Throughout the disputed work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. The Contractor shall allow the Engineer access to the Contractor's project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.

Within 15 days of submitting the initial notice of potential claim, the Contractor shall provide a signed supplemental notice of potential claim to the Engineer that provides the following information:

1. The complete nature and circumstances of the dispute which caused the potential claim
2. The contract provisions that provide the basis of claim
3. The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined
4. A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made

The information provided in items 1 and 2 above shall provide the Contractor's complete reasoning for additional compensation or adjustments.

The supplemental notice of potential claim shall be submitted on Form CEM-6201B furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update information in items 3 and 4 above as soon as the change is recognized and submit this information to the Engineer.

Within 30 days of the completion of work related to the potential claim, the Contractor shall provide the full and final documentation of potential claim to the Engineer that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute
2. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim
3. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 3, "Changes in the Work," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
  - 3.1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs
  - 3.2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs
  - 3.3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
  - 3.4. Other categories as specified by the Contractor or the Engineer
4. When an adjustment of contract time is requested the following information shall be provided:
  - 4.1. The specific dates for which contract time is being requested
  - 4.2. The specific reasons for entitlement to a contract time adjustment
  - 4.3. The specific provisions of the contract that provide the basis for the requested contract time adjustment
  - 4.4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.
5. The identification and copies of the Contractor's documents and the substance of oral communications that support the potential claim

The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.

Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items 1 to 5 above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.

The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.

Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or withholds, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 3-1.01D, "Failure To Agree To The Cost Of Changes" and protests of the Weekly Statement of Working Days as provided in Section 6-1.07, "Time of Completion." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.

Unless otherwise specified in the special provisions, the Contractor may pursue the administrative claim process pursuant to Section 7-1.07, "Final Payment and Claims," for any potential claim found by the Engineer to be without merit.

Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim process in conformance with Section 7-1.07, "Final Payment and Claims," and shall operate as a bar to arbitration pursuant to Section 10240.2 of the California Public Contract Code.

#### **7-1.04 STOP NOTICE WITHHOLDS**

The Department may withhold payments to cover claims filed under Civ Code § 3179 et seq.

#### **7-1.043 PERFORMANCE FAILURE WITHHOLDS**

During each estimate period you fail to comply with a contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include quality control plans, schedules, traffic control plans, and water pollution control submittals.

For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

The Department returns performance-failure withholds in the progress payment following the correction of noncompliance.

#### **7-1.045 PENALTY WITHHOLDS**

Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or citizen lawsuit. Penalties are also payments made or costs incurred in settling alleged permit violations of Federal, State, or local laws, regulations, or requirements. The cost incurred may include the amount spent for mitigation or correcting a violation.

If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds and notify you within 15 days of the withhold. If the penalty amount is less than the amount being withheld from progress payments for retentions, the Department will not withhold the penalty amount.

If the penalty is resolved for less than the amount withheld, the Department pays interest at a rate of 6 percent per year on the excess withhold. If the penalty is not resolved, the withhold becomes a deduction.

Instead of the withhold, you may provide a bond payable to the Department of Transportation equal to the highest estimated liability for any disputed penalties proposed.

### **7-1.047 PROGRESS WITHHOLDS FOR FEDERAL-AID CONTRACTS**

Section 7-1.047, "Progress Withholds for Federal-Aid Contracts," applies to a Federal-aid contract.

The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised contract working days and converting the quotient to a percentage.

The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

### **7-1.05 PARTIAL PAYMENTS**

The Department, once in each month upon request of the Contractor for partial payments, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished to the time of the estimate, and the value thereof. The acceptable materials shall include materials that are furnished and delivered to the work site and are not incorporated in the work.

- For a non-Federal-aid project, the Department retains 10 percent of the estimated value of the work done and 10 percent of the value of materials estimated to have been furnished and delivered and unused or furnished and stored as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the Department may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount retained from payment pursuant to the requirements of this Section 7-1.05, to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event is that amount reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction is made only upon the request of the Contractor and must be approved in writing by the surety on the performance bond and by the surety on the payment bond. The approval of the surety must be submitted to the Disbursing Officer of the Department; the signature of the person executing the approval for the surety must be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the Department. The retentions specified in this paragraph are those defined in Pub Cont Code § 7107(b).

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be deducted or withheld under the provisions of the contract. No monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in conformance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

### **7-1.055 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

### **7-1.06 RELEASE OF RETAINED FUNDS**

The Department releases retained funds if you:

1. Request release of the retention (Pub Cont Code § 10263) in writing
2. Deposit securities equivalent to the funds you want released into escrow with the State Treasurer or with a bank acceptable to the Department
3. Are the beneficial owner of and receive interest on the deposited securities substituted for the retained funds

Alternatively, upon the Contractor's request, the Department will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the Department, pursuant to the terms in Section 10263 of the Public Contract Code.

Alternatively, and subject to the approval of the Department, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the Department under subdivision (c) of Section 10263 of the Public Contract Code, the Department will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Department.

The escrow agreement used pursuant to this Section 7-1.06 shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 10263 of the Public Contract Code, deemed as incorporated herein by reference.

The Contractor shall obtain the written consent of the surety to the agreement.

#### **7-1.07 FINAL PAYMENT AND CLAIMS**

After acceptance by the Director, the Engineer makes a proposed final estimate of the total amount payable to the Contractor, including an itemization of the total amount, segregated by contract item quantities, extra work, and other basis for payment, and shows each deduction made or to be made for prior payments and amounts to be deducted, withheld, or retained under the provisions of the contract. Prior estimates and payments are subject to correction in the proposed final estimate. The Contractor must submit written approval of the proposed final estimate or a written statement of claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the 30th day after receiving the proposed final estimate. The Contractor's receipt of the proposed final estimate must be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims must be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

On the Contractor's approval, or if the Contractor files no claim within the specified period of 30 days, the Engineer will issue a final estimate in writing in conformance with the proposed final estimate submitted to the Contractor, and within 30 days thereafter the State will pay the entire sum so found to be due. That final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Section 7-1.08, "Clerical Errors."

If the Contractor within the specified period of 30 days files claims, the Engineer will issue a semifinal estimate in conformance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum found to be due. The semifinal estimate and corresponding payment shall be conclusive and binding against both parties to the contract on each question relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Section 7-1.08, "Clerical Errors."

Except for claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate, the Contractor shall only provide the following two items of information for each claim:

1. The exclusive identification number that corresponds to the supporting full and final documentation of potential claim
2. The final amount of requested additional compensation

If the final amount of requested additional compensation is different than the amount of requested compensation included in the full and final documentation of potential claim, the Contractor shall provide in the written statement of claims the reasons for the changed amount, the specific provisions of the contract which support the changed amount, and a statement of the reasons the provisions support and provide a basis for the changed amount. If the Contractor's claim fails to provide an exclusive identification number or if there is a disparity in the provided exclusive identification number, the Engineer will notify the Contractor of the omission or disparity. The Contractor shall have 15 days after receiving notification from the Engineer to correct the omission or disparity. If after the 15 days has elapsed, there is still an omission or disparity of the exclusive identification number assigned to the claim, the Engineer will assign the number. No claim will be considered that has any of the following deficiencies:

1. The claim does not have the same nature, circumstances, and basis as the corresponding full and final documentation of potential claim.
2. The claim does not have a corresponding full and final documentation of potential claim.
3. The claim was not included in the written statement of claims.
4. The Contractor did not comply with applicable notice or protest requirements of Sections 3, "Changes in the Work," 2-1.045, "Differing Site Conditions," 6-1.07, "Time of Completion," 6-1.08, "Liquidated Damages," 5-1.06, "Responsibility for Utilities," and 7-1.03, "Notice of Potential Claim" of these General Conditions.

Administrative disputes that occur after issuance of the proposed final estimate shall be included in the Contractor's written statement of claims in sufficient detail to enable the Engineer to ascertain the basis and amounts of those claims.

The Contractor shall keep full and complete records of the costs and additional time incurred for work for which a claim for additional compensation is made. The Engineer or designated claim investigators or auditors shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.

The written statement of claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

\_\_\_\_\_  
(name) \_\_\_\_\_ of  
(title) \_\_\_\_\_  
\_\_\_\_\_  
(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated \_\_\_\_\_  
/s/ \_\_\_\_\_  
Subscribed and sworn before me this \_\_\_\_\_ day  
of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)  
My Commission  
Expires \_\_\_\_\_

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead, in addition to being certified as stated above, shall be supported and accompanied by an audit report of an independent Certified Public Accountant. Omission of a supporting audit report of an independent Certified Public Accountant shall result in denial of the claim and shall operate as a bar to arbitration, as to the claim, in conformance with the requirements in Section 10240.2 of the California Public Contract Code. Any claim for overhead shall be subject to audit by the State at its discretion. The costs of performing an audit examination and submitting the report shall be borne by the Contractor. The Department will deduct an offset amount for field and home office overhead paid on all added work from any claim for overhead as appropriate, as determined by the Department. The value of the added work equals the value of the work completed minus the total bid. The home office overhead offset equals 5 percent of the added work. The field office overhead offset equals 5-1/2 percent of the added work. The Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field and home office overhead are:

1. Allowable in conformance with the requirements in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31.
2. Adequately supported by reliable documentation.
3. Related solely to the project under examination.

Costs or expenses incurred by the State in reviewing or auditing claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

If the Engineer determines that a claim requires additional analysis, the Engineer will schedule a board of review meeting. The Contractor shall meet with the review board or person and make a presentation in support of the claim. Attendance by the Contractor at the board of review meeting shall be mandatory.

The District Director of the District that administered the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer or board of review meeting.

The final determination of claims will be sent to the Contractor by hand delivery or deposit in the U.S. mail. The Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Section 7-1.08, "Clerical Errors."

Failure of the Contractor to conform to the specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall operate as a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

#### **7-1.075 INTEREST ON PAYMENTS**

Interest shall be payable on progress payments, payments after acceptance, final statement, ordered changes in the work payments, and claim payments as follows:

1. Unpaid progress payments, payment after acceptance, and final statements shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
2. Unpaid ordered changes in work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed bill for ordered changes in the work. To be properly submitted, the bill must be submitted within 7 days of the performance of the ordered change in the work and in conformance with the provisions in Section 3, "Changes in the Work," and Section 7-1.05, "Partial Payments," of the General Conditions. An undisputed ordered change in the work bill not submitted within 7 days of performance of the ordered change in the work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
3. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and ordered change in the work payments shall be 10 percent per annum.
4. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of that claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

#### **7-1.08 CLERICAL ERRORS**

Notwithstanding the provisions in Section 7-1.07, "Final Payment And Claims," of these General Conditions, for a period of 3 years after acceptance of the work, all estimates and payments made pursuant to Section 7-1.07, including the final statement and payment, shall be subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the Department agree to pay to the other any sum due under the provisions of this Section 7-1.08, provided, however, if the total sum to be paid is less than \$200, no payment shall be made.

#### **7-1.09 GUARANTEE**

The Contractor hereby unconditionally guarantees that the work will be done in conformance with the requirements of the contract, and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless a longer guarantee period is required by the special provisions. The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in conformance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Department, ordinary wear and tear and unusual abuse or neglect excepted.

Contract bonds shall remain in full force and effect during the guarantee period.

The Contractor further agrees, that within 10 calendar days after being notified in writing by the Department of any work not in conformance with the requirements of the contract or any defects in the work, the Contractor shall commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and shall complete the work within a reasonable period of time, and, in the event the Contractor fails to comply, the Contractor does hereby authorize the Department to proceed to have the work done at the Contractor's expense and the Contractor shall honor and pay the cost and charges therefor upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

#### **7-1.10 ARBITRATION**

Sections 10240-10240.13, inclusive of the Public Contract Code provides for the resolution of contract claims by arbitration.

Claims (demands for monetary compensation or damages) arising under or related to performance of the contract shall be resolved by arbitration unless the Department and the Contractor agree in writing, after the claim has arisen, to waive arbitration and to have the claim litigated in a court of competent jurisdiction. Arbitration shall be pursuant to Public Contract Code Sections 10240-10240.13, inclusive, and applicable regulations (see Subchapter 3 [Sections 301-382, inclusive] of Chapter 2 of Title 1 of the California Code of Regulations). The arbitration decision shall be decided under and in conformance with the law of this State, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of those regulations. A Complaint in Arbitration by the Contractor shall be made not later than 90 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

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**SPECIAL PROVISIONS**

**Annexed to Contract No. 05-0L6204**

**DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS**

**0.1 INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

The work embraced herein shall conform to the provisions in the Instructions to Bidders and General Conditions for Building Construction of the Department of Transportation, dated October 2007, a single publication attached hereto and referred to herein as "Instructions to Bidders" and "General Conditions", and the following special provisions.

In case of conflict between the Instructions to Bidders or the General Conditions and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

**0.2 PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the provisions in Section 1, "Proposal Requirements and Conditions," of the Instructions to Bidders, and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 1-1.08, "Proposal Guaranty," of the Instructions to Bidders will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

**0.22 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**

It is the policy of the Department that Disabled Veteran Business Enterprises (DVBEs) shall be provided the opportunity for full participation in the performance of contracts financed solely with state funds. The Contractor shall take all necessary and reasonable steps to ensure that DVBEs have such opportunity to participate in the performance of this contract. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DVBE subcontractors and suppliers, so as to assure meeting the goal for DVBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so.

Section 999, et seq., of the Military and Veterans Code sets forth requirements for DVBE participation goals, summarized as follows:

1. "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and DVBE Services, Department of General Services.
2. DVBEs must be certified on the date bids for the project are opened before credit may be allowed toward the DVBE goal. It is the Contractor's responsibility to verify that DVBEs are certified.
3. The disabled veteran business owner must be domiciled in the State of California.
4. A DVBE may participate as a prime contractor, as a subcontractor, as a joint venture partner with a prime or subcontractor, or as a vendor of material or supplies.
5. The DVBE must perform a commercially useful function, that is, be responsible for the execution of a distinct element of the work and carry out its responsibility by actually performing, managing, or supervising the work. An extra participant will not be considered to perform a commercially useful function.

6. Credit for DVBE prime contractors will be 100 percent of the contract price.
7. Credit for participation of a DVBE subcontractor, supplier, or broker will be 100 percent provided such DVBE is performing a commercially useful function.
8. A DVBE broker shall submit the required declarations and federal tax returns at the time of performance.

The Office of Small Business and DVBE Services, Department of General Services, is located at 707 Third Street, West Sacramento, CA 95605. It may be contacted at (800) 559-5529 or (916) 375-4940 or its internet web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> for program information.

Failure to carry out the requirements of Section 999, et seq., of the Military and Veterans Code shall constitute a material breach of this contract and may result in termination of the contract or other remedy the Department deems appropriate.

Section 10115 of the Public Contract Code requires the Department to establish a goal for Disabled Veteran Business Enterprise (DVBE) participation in contracts.

A DVBE joint venture partner must be responsible for specific contract items of work, or portions thereof. The DVBE joint venture partner must share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The DVBE joint venture must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Division 0.222, "Submission of DVBE Information," elsewhere in these special provisions.

### **0.221 DVBE GOAL FOR THIS PROJECT**

**The Disabled Veteran Business Enterprise (DVBE) participation goal for this project: 3 percent.**

### **0.222 SUBMISSION OF DVBE INFORMATION**

The required DVBE information shall be submitted on the "CALTRANS BIDDER - DVBE INFORMATION" form included in the Proposal. If this information is not submitted with the bid, the DVBE information forms shall be removed from the documents prior to submitting the bid.

If the DVBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit the DVBE information to the following address: Department of Transportation, MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, California 95816 so the information is received by the Department no later than 4:00 p.m. on the fourth business day following bid opening. The Department will not accept facsimile submittals of DVBE information. Failure to submit the required DVBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DVBE information unless requested to do so by the Department.

The bidder's DVBE information shall establish that either it met the goal or that, prior to bidding, it made good faith efforts to meet the goal. Information demonstrating that a good faith effort to meet the DVBE goal has been made by the bidder shall be submitted on the "DVBE INFORMATION GOOD FAITH EFFORTS" form included in the Proposal.

Bidders are cautioned that even though their submittal indicates they will meet the stated DVBE goal, their submittal should also include their good faith efforts information along with their DVBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DVBE information shall include the names of all DVBE firms that will participate, with a complete description of work or supplies to be provided by each and the dollar value of each DVBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DVBE, a description of the exact portion of that work to be performed or furnished by that DVBE shall be included in the DVBE information, including the planned location of that work.

A bidder shall be deemed to have made good faith efforts if, within the time specified by the Department, it submits documentary evidence that all of the following actions were taken:

1. Contact was made with the Office of Small Business and DVBE Services, Department of General Services or their web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> to identify Disabled Veteran Business Enterprises.
2. Advertising was published in trade media and media focusing on Disabled Veteran Business Enterprises, unless time limits imposed by the Department do not permit that advertising.
3. Invitations to bid were submitted to potential Disabled Veteran Business Enterprise contractors.
4. Available Disabled Veteran Business Enterprises were considered.

## **0.23 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES**

Attention is directed to the Small Business Procurement and Contract Act, Government Code Section 14835, et seq. and to the Small Business regulations at Title 2, California Code of Regulations, Section 1896, et seq.

Bidders, subcontractors, and suppliers who wish to be certified as small businesses under the provisions of those laws and regulations, shall be certified as Small Business by the Office of Small Business and DVBE Services, Department of General Services, 707 Third Street, West Sacramento, CA 95605.

Attention is directed to "Award and Execution of Contract" of these special provisions.

### **0.231 SMALL BUSINESS PREFERENCE**

To request small business preference, bidders shall fill out and sign the "Request for Small Business Preference and Non-small Business Subcontractor Preference" form in the Proposal and shall attach a copy of their Office of Small Business and DVBE Services small business certification letter to the form. The bidder's signature on the "Request for Small Business Preference" certifies that the bidder is certified as a small business at the time and day of bid opening or has applied for certification and is subsequently certified by the Department of General Services.

### **0.232 NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE**

To request non-small business subcontractor preference, bidders shall fill out and sign the "Request for Small Business Preference and Non-small Business Subcontractor Preference" form in the Proposal. The bidder's signature certifies that the bidder commits to subcontract at least 25 percent of its bid amount with one or more subcontractors or suppliers that are certified as small businesses.

The bidder shall also fill out the "CALTRANS BIDDER – SMALL BUSINESS SUBCONTRACTOR - INFORMATION" form. If the small business subcontractor information is not submitted with the bid, the form shall be removed from the documents and submitted in the same time and manner specified for DVBE information in "Submission of DVBE Information" of these special provisions. The bidder shall attach a copy of the Office of Small Business and DVBE Services small business certification letter for each listed subcontractor or supplier, to the form. The listed subcontractors and suppliers shall be certified as Small Business at the time and day of bid opening or have applied for certification and are subsequently certified by the Department of General Services. Each listed subcontractors or supplier shall be designated to perform a commercially useful function.

## **0.24 CALIFORNIA COMPANY PREFERENCE**

Attention is directed to "Award and Execution of Contract" of these special provisions.

In conformance with the requirements of Section 6107 of the Public Contract Code, a "California company" will be granted a reciprocal preference for bid comparison purposes as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts.

A "California company" means a sole proprietorship, partnership, joint venture, corporation, or other business entity that was a licensed California contractor on the date when bids for the public contract were opened and meets one of the following:

1. Has its principal place of business in California.
2. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
3. Has its principal place of business in a state in which there is a local contractor construction preference and the Contractor has paid not less than \$5000 in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.

To carry out the "California company" reciprocal preference requirements of Section 6107 of the Public Contract Code, all bidders shall fill out and sign the "California Company Preference" form in the Proposal. The bidder's signature on the "California Company Preference" form certifies, under penalty of perjury, that the bidder is or is not a "California company" and if not, the amount of the preference applied by the state of the nonresident Contractor.

A nonresident Contractor shall disclose any and all bid preferences provided to the nonresident Contractor by the state or country in which the nonresident Contractor has its principal place of business.

Proposals without the California Company Preference form filled out and signed may be rejected.

### 0.3 AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 2, "Award and Execution of Contract," of the Instructions to Bidders and these special provisions for the requirements and conditions concerning award and execution of contract.

Requests for relief of bid and bid protests are to be delivered to the following address: Department of Transportation, MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816 or by facsimile to the Office Engineer at (916) 227-6282.

The award of the contract, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DVBE participation or has demonstrated, to the satisfaction of the Department, good faith efforts to do so.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and the documents identified in Section 2-1.04, "Insurance Policies," of the Instructions to bidders, to the Department so that it is received within 10 business days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract, contract bonds and the documents identified in Section 2-1.04, "Insurance Policies," of the Instructions to bidders. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 20 percent of payments due the Contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

Attention is also directed to "Small Business and Non-Small Business Subcontractor Preferences" of these special provisions.

A bidder who is certified as a Small Business by the Office of Small Business and DVBE Services, Department of General Services, will be allowed a preference in the award of this contract under the following conditions:

1. The bidder filled out and signed the "Request for Small Business Preference and Non-Small Business Subcontractor Preference" form, requesting Small Business preference, and attached a copy of its Office of Small Business and DVBE Services small business certification letter to the form; and
2. The apparent low bidder is not certified as a Small Business.

A bidder who is not certified as a Small Business by the Office of Small Business and DVBE Services, Department of General Services, will be allowed a preference in the award of this contract under the following conditions:

1. The bidder filled out and signed the "Request for Small Business Preference and Non-Small Business Subcontractor Preference" form, requesting Non-Small Business Subcontractor preference and notifying the Department that it commits to subcontract at least 25 percent of its bid amount with one or more Small Businesses, and submitted the "CALTRANS BIDDER – SMALL BUSINESS SUBCONTRACTOR – INFORMATION" form listing the subcontractors and suppliers it commits to subcontract with; and
2. The apparent low bidder is not certified as a Small Business, and has not filled out and signed the "Request for Small Business Preference and Non-Small Business Subcontractor Preference."

The Small Business preference will be a reduction in the bid submitted by the Small Business contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the Small Business contractor becoming the low bidder, or in a precise tie with a Non-Small Business apparent low bidder, then the contract will be awarded to the Small Business contractor on the basis of the actual bid of the Small Business contractor notwithstanding the reduced bid price used for bid comparison purposes.

The Non-Small Business Subcontractor preference will be a reduction in the bid submitted by the Non-Small Business contractor requesting the preference, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the Non-Small Business contractor requesting the preference becoming the low bidder, or in a precise tie with a Non-Small Business apparent low bidder not requesting the preference, then the contract will be awarded to the Non-Small Business contractor requesting the preference on the basis of its actual bid notwithstanding the reduced bid price used for bid comparison purposes. Application of the Non-Small Business Subcontractor preference shall not result in the displacement of a Small Business in winning the award.

Attention is also directed to "California Company Preference" of these special provisions.

The amount of the California company reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the "California company" is eligible for a California Small Business Preference or a California Non-Small Business Subcontractor Preference, in which case the preference applied shall be the greater of the two, but not both.

If the bidder submitting the lowest responsive bid is not a "California company" and with the benefit of the reciprocal preference, a "California company's" responsive bid is equal to or less than the original lowest responsive bid, the "California company" will be awarded the contract at its submitted bid price except as provided below.

Small Business bidders shall have precedence over Non-Small Business bidders in that the application of the "California company" preference for which Non-Small Business bidders may be eligible shall not result in the denial of the award to a Small Business bidder.

DVBE bidders shall have precedence over Non-DVBE bidders in that in the event the application of the Small Business preference to more than one bidder results in a precise tie in the bid amounts used for comparison purposes, the award shall go to the DVBE that is also a small business. This precedence shall not apply to the application of the California company reciprocal preference.

#### **0.4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The first working day is the fifteenth day after contract approval.

The work shall be diligently prosecuted to completion before the expiration of 65 WORKING DAYS.

The Contractor shall pay to the State of California the sum of \$1400 per day for each day's delay in finishing the work in excess of the number of working days specified above.

#### **0.5 GENERAL - MISCELLANEOUS**

##### **0.581 SUBCONTRACTING**

Attention is directed to the provisions in Section 6-1.01, "Subletting and Subcontracting," of the General Conditions and Division 0.2, "Proposal Requirements and Conditions," and Division 0.3, "Award and Execution of Contract," these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>

Unauthorized substitution of a listed subcontractor may constitute a violation of the "Subletting and Subcontracting Fair Practices Act" and may subject the Contractor to the penalties imposed therein.

The DVBEs listed by the Contractor in response to the provisions in Division 0.222, "Submission of DVBE Information," and Division 0.3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DVBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Unauthorized substitution of a DVBE may also constitute a violation of California Code of Regulations Section 1896.64. The Contractor shall not be entitled to payment for the work or material unless it is performed or supplied by the listed DVBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

The provisions in Division 0.22, "Disabled Veteran Business Enterprise (DVBE)," of these special provisions that DVBEs shall be certified on the date bids are opened does not apply to substitutions after award of the contract.

The Contractor shall maintain records of all subcontracts entered into with certified DVBE subcontractors and records of materials purchased from certified DVBE suppliers. The records shall show the name and business address of each DVBE subcontractor or vendor and the total dollar amount actually paid each DVBE subcontractor or vendor.

The Contractor agrees that the awarding department will have the right to review, obtain and copy all records pertaining to performance of DVBEs during the contract. The Contractor agrees to provide the awarding department with any relevant information requested and shall permit access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. The Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

#### **0.5811 NON-SMALL BUSINESS SUBCONTRACTING**

The Small Business subcontractors listed by the Contractor in response to the provisions in Division 0.232, "Non-small Business Subcontractor Preference," and Division 0.3, "Award and Execution of Contract," these special provision, which are determined by the Department to be certified as Small Business, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Unauthorized substitution of a Small Business subcontractor may also constitute a violation of California Code of Regulations Section 1896.10 and may subject the Contractor to the sanctions referenced therein.

The provisions in Division 0.232, "Non-small Business Subcontractor Preference," of these special provisions that Small Business subcontractors shall be certified on the date bids are opened does not apply to substitutions after award of the contract.

The Contractor shall maintain records of all subcontracts entered into with certified Small Business subcontractors and records of materials purchased from certified Small Business suppliers. The records shall show the name and business address of each Small Business subcontractor or vendor and the total dollar amount actually paid each Small Business subcontractor or vendor.

The Contractor agrees that the awarding department will have the right to review, obtain and copy all records pertaining to performance of Small Businesses during the contract. The Contractor agrees to provide the awarding department with any relevant information requested and shall permit access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Code of Regulations Section 1896, et seq. The Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

#### **0.591 PAYMENT OF WITHHELD FUNDS**

Payment of withheld funds shall conform to Section 7-1.06, "Payment of Withheld Funds," of the General Conditions and these special provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

### **DIVISION 1. GENERAL REQUIREMENTS**

#### **1.01 SCOPE**

##### **SUMMARY**

Scope: The building work described herein and as shown on the plans shall conform to the requirements of the General Conditions and these special provisions.

The building work to be done consists, in general, of repairs and alterations at the Templeton Maintenance Station, and such other items or details, not mentioned above, that are required by the plans, General Conditions, or these special provisions shall be performed, placed, constructed or installed.

## **1.02 AREAS FOR CONTRACTOR'S USE**

No area is available within the contract limits for the exclusive use of the Contractor. The Contractor shall arrange with the Engineer for areas to store equipment and materials within the work area.

## **1.03 COOPERATION**

Attention is directed to Sections 5-1.06, "Responsibility for Utilities," and 5-1.12, "Cooperation," of the General Conditions and these special provisions.

Work by State forces will be in progress within the contract limits during the working period for this contract.

The Contractor shall comply with all security policies and normal working hours of the State concerning the Templeton Maintenance Station.

The Contractor shall plan his work to minimize interference with State forces and the public. Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation with and for such time periods as directed by the Engineer.

## **1.04 MEASUREMENT AND PAYMENT**

The contract lump sum price paid for building work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the building work, complete in place, as shown on the plans, as specified in the General Conditions and these special provisions, and as directed by the Engineer

Full compensation for any incidental materials and labor, not shown on the plans or specified, which are necessary to complete the building work shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

## **1.05 SUBMITTALS**

Shop drawings, material lists, descriptive data, samples and other submittals specified in these special provisions shall be submitted for approval in accordance with the provisions in Section 2-1.04, "Shop Drawings, Descriptive Data, Samples, and Alternatives," of the General Conditions and these special provisions.

Unless otherwise permitted in writing by the Engineer and except submittals for "Alternatives" in conformance with the provisions of said Section 2-1.04 of the General Conditions, all submittals required by these special provisions shall be submitted within 35 days after the contract has been approved.

Attention is directed to the provisions in Section 2-1.01, "Authority of Engineer," of the General Conditions. The Engineer may request submittals for materials or products where submittals have not been specified in these special provisions, or may request that additional information be included in specified submittals, as necessary to determine the quality or acceptability of such materials or products.

Submittals shall be delivered to the locations indicated in these special provisions. If a specific location is not indicated, the submittal shall be delivered to the Division of Structure Design, Documents Unit, Fourth Floor, Mail Station 9-4/4I, 1801 30th Street, Sacramento, California 95816, telephone (916) 227-8252.

## **1.06 SCHEDULE OF VALUES**

The Contractor shall prepare and submit to the Engineer for approval 2 copies of a Schedule of Values within 15 working days of approval of the contract. The Engineer shall be allowed 15 working days for approval or return for correction of each submittal or resubmittal. Should the Engineer fail to complete the review within the time specified and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in review, an extension of time commensurate with the delay in completion of the work thus caused will be granted as provided in Section 6-1.08, "Liquidated Damages," of the General Conditions.

The Schedule of Values shall cover each lump sum item for building work and shall be accurately divided into sections representing the cost of each separate building or structure. Any site work that is not part of a separate building or structure shall be included under a specific section as General Work and not included in the building or structure cost. Indirect costs and general condition items are to be listed as a separate line item of work. The sections representing each building or structure must be identified as to the building or structure they represent and be broken down to show the corresponding value of each craft, trade or other significant portion of the work. A sub-total for each section shall be provided.

The Schedule of Values shall be approved by the Engineer before any partial payment estimate is prepared.

The sum of the items listed in the Schedule of Values shall equal the contract lump sum price for building work. Overhead and profit shall not be listed as separate items, but shall be appropriately distributed across all line items of cost.

## **1.07 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the requirements in Section 5-1.01R, "Water Pollution," of the General Conditions, and these special provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the Manuals may also be obtained from the Department's Internet Web Site at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

The Contractor shall know and fully comply with the applicable provisions of the Manuals and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

1. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.05, "Partial Payments," of the General Conditions.
3. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "Water Pollution Control," shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 5-1.02, "Protection and Use of Property," and Section 5-1.03, "Responsibility for Damage," of the General Conditions.

### **WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES**

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the requirements in Section 5-1.101R, "Water Pollution," of the General Conditions, the requirements in the Manuals, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 15 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 5 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 5 days of receipt of the Engineer's comments. The Engineer will have 5 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The WPCP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

1. Soil stabilization;
2. Sediment control;
3. Tracking control;
4. Wind erosion control;
5. Non-storm water control; and
6. Waste management and material pollution control.

Specific objectives and minimum requirements for each category of control measures are contained in the Manuals.

The Contractor shall consider the objectives and minimum requirements presented in the Manuals for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Manuals and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in conformance with the procedure specified in the Manuals.

The WPCP shall include, but not be limited to, the following items as described in the Preparation Manual:

1. Project description and Contractor's certification;
2. Project information;
3. Pollution sources, control measures, and water pollution control drawings; and
4. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

## **WPCP IMPLEMENTATION**

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in accordance with Section 6-1.06, "Temporary Suspension of Work," of the General Conditions. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Manual and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the rainy season, defined as between October 15 and April 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the rainy season, the active, soil-disturbed area of the project site shall be not more than 2 acres. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Throughout the rainy season, soil-disturbed areas on the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the rainy season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the rainy season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for tracking control, wind erosion control, non-storm water control, and waste management and material pollution control.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

## **MAINTENANCE**

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Preparation Manual shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the rainy season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a forecast storm;
2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24-hour intervals during extended precipitation events; and
4. Routinely, at a minimum of once every week.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the requirements of this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

## **1.08 TEMPORARY FACILITIES**

### **TEMPORARY UTILITIES**

The Contractor may obtain electrical power and water from existing State outlets within the contract limits free of charge for contract operations where such utilities exist, provided that such utility services are in service and are not required by the State for other purposes and subject to the provisions in "Cooperation" of these special provisions.

The Contractor, at his own expense, shall obtain any additional electrical power and water or other utilities required for his operations and shall make and maintain the necessary service connections.

The Contractor shall provide and pay for telephone service he may require. State telephone facilities shall not be used.

The Contractor shall provide adequate temporary lighting to perform the work and allow the Engineer to inspect the project as each portion is completed.

### **TEMPORARY ELECTRICAL POWER**

The Contractor, at his own expense, shall provide temporary electrical power required for the operation of the Maintenance station, (Equipment bays lighting, fuel island lighting and fuel pumps), unless approved in writing by the Engineer.

Power shut-off and switchover to and from the temporary source shall be done within a 4-hour time period (10 AM to 2 PM). The Contractor shall notify the Engineer in writing 5 days prior to power shut-off and switchover.

The Contractor shall notify the Engineer in writing at least 5 working days in advance when the Contractor wants Department of General Services personnel to remove radio cables from radio tower to radio room wall. The Contractor shall finish repairs to this wall within 6 hours so that Department of General Services personnel can reinstall the cables on the same day. The radio system cannot be down more than 8 hours.

### **SANITARY FACILITIES**

The Contractor shall provide separate toilet facilities for Contractor personnel. Facilities shall include the periodic flushing, waste removal and cleaning of such facilities. Units shall be maintained in a clean and sanitary condition, including a supply of toilet tissue, toilet seat covers, paper towels and paper cups. Waste material shall be disposed of off site in a lawful manner. Temporary toilet units shall be single occupant units of the chemical, aerated recirculation or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

## **1.09 REFERENCES**

Attention is directed to Section 1-1.26, "Abbreviations," of the General Conditions.

## **1.10 PROJECT INFORMATION**

The information in this section has been compiled specifically for this project and is made available for bidders and Contractors. Other information referenced in the Instructions to Bidders and General Conditions for Building Construction and these special provisions do not appear in this section. The information is subject to the conditions and limitations set forth in Section 1-1.03, "Examination of Plans, Special Provisions and Site of the Work," of the Instructions to Bidders. Bidders and Contractors shall be responsible for knowing the procedures for obtaining information.

Information included in the Information Handout provided to bidders and Contractors is as follows:

- A. Building Structure Damage Survey Report.
- B. Lead And Asbestos Report

Cross sections are not available for this project.

The District Office in which the work is situated is located at 50 Higuera Street, San Luis Obispo, California.

Plans of the existing buildings may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, CA, Fax (916) 227-8357.

Plans of the existing buildings available to bidders and Contractors are reproductions of the original contract plans, with significant changes noted, and working drawings, and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing buildings, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

### 1.11 PROJECT RECORD DRAWINGS

The Contractor shall prepare and maintain one set of project record drawings, using an unaltered set of original project plans, to clearly show all as-constructed information for the project. As a minimum, the information to be shown shall include 1) any plan clarifications or change orders, 2) locations of any underground utilities, or 3) the location, size, type, and manufacturer of all major products or components selected by the Contractor for use in the work.

All markings shall be placed on the project record drawings using red ink or red pencil. Original figures shall not be eradicated nor written over and superseded material shall be neatly lined out. Additional drawings shall be submitted if the required information cannot be clearly shown on the original set of project plans. The additional drawings shall be not less than 11" x 17" in size and shall have the contract number on each sheet. The Contractor shall sign and date each sheet of the project record drawings to verify that all as-constructed information shown on the drawings is correct.

The Contractor shall periodically review the set of project record drawings with the Engineer during the progress of the work to assure that all changes and other required information are being recorded.

Before completion of the work, the Contractor shall request a review of the project record drawings to determine the completeness and adequacy of them. If the project record drawings are unacceptable, the Contractor shall inspect, measure, and survey the project as necessary to record the required additional information.

The set of completed project record drawings shall be delivered to the Engineer prior to acceptance of the contract.

## DIVISION 2. SITEWORK

### 2.01 ASBESTOS ABATEMENT

#### GENERAL

This work includes removal, clean up and disposal of the below listed asbestos containing material (ACM) and asbestos containing construction material (ACCM) to the extent necessary for the building and structure demolition work of this project. The Contractor shall review all demolition plans, survey reports and field verify location and extent of materials containing asbestos related work.

#### Existing site conditions

Location of asbestos containing materials and presumed asbestos containing materials:

A limited hazardous material survey report by WEST COAST SAFETY CONSULTANTS dated November 25 2006 is available as an Informational Handout. The following items tested positive for asbestos containing materials:

<b>Asbestos Containing Materials paint at Templeton MS</b>		
<b>Item</b>	<b>Description</b>	<b>Chrysotile Asbestos</b>
Maintenance Station	Tar located around roof penetrations	10%

This work includes all plans, permits and the removal, transportation, storage, and disposal of all material containing asbestos as specified or shown on the plans.

## References

Codes, regulations and references applicable to asbestos abatement work include but are not limited to the following:

1. American National Standards Institute (ANSI) publications;
  - Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust Systems.
  - A10.6. Safety Requirements For Demolition Operations
2. American Society for Testing and Materials (ASTM) publications;
  - D1331-89 (Re-approved 2001) Surface and Interfacial Tensions of Solutions of Surface Active Agents.
  - E1494-92 (Re-approved 2002) Specifications for Encapsulants for Friable Asbestos-Containing Building Materials.
  - E1368.90 Standard Practices For Visual Inspection of Asbestos Abatement Projects.
3. Code of Federal Regulations (CFR);
  - 29 CFR 1926.1101 Safety and Health Regulations for Construction.
  - 40 CFR 61 Subpart A and Subpart M, USEPA, National Emission Standards for Hazardous Air Pollutants (NESHAPS).
4. National Fire Protection Association (NFPA):
  - No. 70.2005 National Electrical Code.
5. California Code of Regulations (CCR):
  - Title 8 Chapter 3.2, Subchapter 2, Regulations of the Division of Occupational Safety and Health; Article 2.5, Section 341.6 to 341.14; Registration-Asbestos-Related Work.
  - Title 8 Chapter 4, Subchapter 7, General Industry Safety Orders, Article 110, Section 5203; Carcinogen Report of Use Requirements.
  - Title 8 ; Chapter 4, Subchapter 4, Construction Safety Orders, Section 1529: Dust, Fumes, Mists, Vapors and Gases
  - Title 22 Division 4.5, Environmental Health Standards for the Management of Hazardous Waste; Chapters 11, 12 and 13
6. Local Air Pollution Control District Regulations

### **Pre construction meeting.--**

At least one week before asbestos removal work commences, a pre-construction meeting shall be held at a location designated by the Engineer. Attendees shall include the Engineer, Department's Observation Service, Contractor's Competent Person; the Contractor's Project Superintendent, and others as necessary. The agenda shall include a review of project safety requirements, the Contractor's written asbestos compliance work plan, emergency contacts and notification plan, containment and work area design, facility requirements, submittals, and any other issues pertinent to the safe execution of the asbestos abatement work.

Work shall not commence until the Engineer has approved submittals and plans for asbestos abatement work.

**Equipment and medical surveillance.--**

Personnel protective equipment, training, and medical surveillance required by the Contractor's Health and Safety Plan shall be provided to State personnel by the Contractor. The number of State personnel will be 4. The Contractor shall comply with all Federal State and local requirements for safety which shall include providing employees with coveralls (preferably disposable plastic coated), rubber gloves (to be discarded after use), rubber boots (to be washed thoroughly after use) and appropriate respirators (to cover nose and mouth). The Contractor shall be responsible for verifying that all employees, who are involved in asbestos removal operations, wear the protective devices enumerated herein during removal operations.

**Submittals.--**

**Product data.--**A list of manufacturer's product data, specifications, samples and application instructions and other pertinent information as necessary shall be submitted for approval.

**Abatement Procedure Plans.--** The Contractor shall submit the following detailed plan of the work procedures for abatement of asbestos materials:

1. Personal monitoring procedures.
2. Phasing of abatement work indicating daily roster of workers for each phase.
3. Security system warning signs locations.
4. Detailed plans for decontamination facilities, toilets, and systems providing intraroom and Work Area to outside communication showing connections to existing building.
5. Standard procedures for protecting workers, visitors, and employees and protection of spaces outside Work Area from contamination.
6. Engineering systems exposure control indicating number, location, and capacity of supply and exhaust systems, the expected direction of flow, and the range of expected differential pressure in each area.
7. Safety precautions such as lockout, tagout, fall protection, and confined space entry procedures and equipment and work procedures to be used in the encapsulation, removal and demolition of materials containing asbestos.

The plan shall be prepared, signed and stamped by a certified asbestos consultant.

**Waste Transportation.--**Submit the method of transport of hazardous waste including name, address, EPA I.D. number and telephone number of transporter.

**Hazardous Waste Site.--**Submit for approval the name, class, address, EPA I.D. number and telephone number of hazardous waste site(s) to be utilized for disposal.

**Waste Manifest.--**For Waste Manifest purposes the Generator is the facility of the subject work. Obtain necessary information for this purpose from the Engineer. Give a copy of the Waste Manifest to the State's Observation Service for each shipment of material containing asbestos. The Contractor shall submit a non hazardous waste manifest for disposal of material containing asbestos that is not classified as a hazardous waste (WSR).

**Qualifications.--**The following documents shall be submitted:

Registration: Submit copy of the registration for Asbestos-Related work from the Division of Occupational Safety and Health in accordance with Title 8, Article 2.5 of the California Code of Regulations.

Medical Examination: Submit proof that personnel who will be entering regulated asbestos areas have had medical examinations, and furnish the results of said exam to the Engineer and signed by the medical examiner.

Submit an employee roster to the Engineer for each Work Shift and confirm in writing within 24 hours of commencement of shift.

**Certifications.—**

**Land Disposal Restrictions:** Submit a copy of the completed Notice and Certification with each Hazardous Waste Manifest for wastes intended for land disposal pursuant to Section 67740 of 22 CCR, Division 4.5, Chapter 45, (Form B), to the Engineer and signed by the generator.

For HEPA-filtration systems exhausting externally within 15 meters of the building's air intake or entry, submit the results of on-site DOP or Portacount testing of required efficiency..

**Qualifications of Analytical Laboratory:** The Contractor shall submit asbestos air samples to an analytical laboratory that is enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program for Phase Contrast Microscopy (PCM). The Contractor shall choose another ELAP accredited lab if their current ELAP accredited lab does not maintain accreditation throughout the duration of this project.

**QUALITY ASSURANCE.--**

**Notifications, Communications and Postings.--**

The Contractor shall notify the Engineer 15 working days prior to the start of any abatement work.

Prior to performing operations involving the removal of material containing asbestos, the Contractor shall provide written notification to the following agencies:

Division of Occupational Safety and Health  
2424 Arden Way, Suite 165  
Sacramento, CA 95825  
Telephone No. (916) 263-2800

State Department of Toxic Substances Control  
400 P Street  
Sacramento, CA 95814  
Telephone No. (916) 322-0476

Sacramento Metropolitan Air Quality Management  
District (SMAQMD)  
777 12 Street, 3<sup>rd</sup> Floor  
Sacramento CA 95814  
Telephone No. (916) 874-4800

The Division of Occupational Safety and Health (CAL OSHA) shall be notified 24 hours prior to performing removal operations of materials containing asbestos.

Notification shall be in accordance with the Section 341.9 of Title 8 of California Code of Regulations.

Asbestos NESHAPS Coordinator  
Air Management Division, USEPA  
215 Fremont  
San Francisco, CA 94105

Contact the agency for the requirements of notification.

California Air resources Board (ARB) Enforcement  
Division  
Asbestos NESHAP Notification  
Post Office Box 2815  
Sacramento, California 95812  
Phone: 916-322-6036  
Fax: 916-445-5745

Notifications shall be in accordance with the NESHAP, 40 CFR, Part 61, Subpart M.

Sacramento Metropolitan Air Quality Management District

Copies of government agency correspondence shall be included in the submittals.

Secure approval of local police and fire departments having jurisdiction of the proposed security and safety plans for the work prior to submittal to the Engineer. Contact both departments for the requirements of the approval process.

In addition to detailed requirements of this Specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities regarding handling, storing, transporting, and disposing of material containing asbestos. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where requirements of this Specification and reference documents vary, the most stringent requirement shall apply.

**Field Air Sampling.--** Personal monitoring and other monitoring which is required by law or considered necessary by the Contractor for worker protection shall be the responsibility of the Contractor and performed by the Contractor's Competent Person. The Contractor shall disclose any interest in the firm or laboratory performing the Field Air Sampling or analysis.

## **EXECUTION.--**

### **Project procedures.—**

#### **General**

Asbestos abatement work shall not commence until:

Arrangements have been made for disposal of material containing asbestos at an acceptable site.

Arrangements have been made for containing and disposal of waste water containing asbestos resulting from wet stripping.

Work Areas and Decontamination Enclosure Systems and parts of the building required to remain in use are effectively segregated.

Tools, equipment and material waste receptacles are on hand.

Arrangements have been made for building security.

Preparatory steps have been taken and applicable notices posted and permits obtained.

Differential pressure systems are installed and operating, where applicable.

The Contractor submittal for the isolating non-asbestos Work Areas have been reviewed and approved by the Engineer.

### **Work Areas.—**

#### **Work area requirements**

All asbestos abatement shall be performed in regulated areas with access limited to the asbestos removal contractor's employees, regulating officials and Engineer until cleared.

## **DISPOSAL.--**

Containers to be loaded for transportation from the Holding Area must be removed by workers who have entered from unregulated areas, dressed in clean overalls. Workers must not enter from the Holding Area into the Wash Room or the Work Area.

The sealed asbestos containers shall be delivered to the Contractor's pre-designated approved Hazardous Waste Site for burial; in accordance with Title 22, CCR, EPA guidelines and 40 CFR 61.156 and local Air Pollution Control District Regulations.

Notify the Engineer 48 hours in advance of the time when materials containing asbestos are to be removed from the site.

The Contractor shall be responsible for safe handling and transportation of hazardous waste generated by this Contract to the designated Hazardous Waste Site.

The Contractor shall hold the State harmless for claims, damages, losses, and expenses against the State, including attorney's fees arising out of or resulting from asbestos spills on the site or spills enroute to the disposal site.

## **AIR MONITORING.—**

**Perimeter Area Air Monitoring.--**Throughout the abatement process perimeter area air monitoring may be conducted by the State's Observation Service to ensure work is done in conformance with fiber concentration limits of these Specifications.

If perimeter area air monitoring outside the Work Area is in excess of 0.01 f/cc the Contractor shall make modifications in work procedures to assure compliance with minimum standards. Unsatisfactory results are fiber counts in excess of 0.01 fibers/cc by Phase Contract Microscopy (PCM) NIOSH 7400 method measured outside the Work Area as Perimeter Area Air Monitoring.

The State's Observation Service will report perimeter area air monitoring results collected outside the Work Area to the Engineer on the following day prior to start of work.

The Contractor shall submit the laboratory analysis report and chain of custody (COC) to the State's Observation Service of the Contractor's personal monitoring results within 48 hours following completion of that work shift. Personal air monitoring results shall not exceed the maximum use level (MUL) of the respiratory protection factor (PF) in use for asbestos.

## **2.02 LEAD ABATEMENT**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**The work shall consist of procedures for removal, repair, and disposal of lead based materials which are designated on the plans or specified in these special provisions to be removed and disposed of.

The Contractor shall take special precautions for that part of the work which involves the demolition and handling of materials which may contain lead, either during demolition or construction.

Construction activities (including demolition) that disturb materials or paints containing any amount of lead are subject to certain requirements of the Cal/OSHA lead standard in Title 8, California Code of Regulations Section 1532.1.

Any work that disturbs the existing paint system will expose workers to health hazards and will:

1. Produce debris containing heavy metal in amounts that may exceed the thresholds established in Titles 8 and 22 of the California Code of Regulations.
2. Produce toxic fumes when heated.

The building area to be removed is known to contain lead containing materials. A limited hazardous material survey report by WEST COAST SAFETY CONSULTANTS dated November 25 2006 is available as an Informational Handout. The following items tested positive for Lead Based Paint material in excess of 600 mg/kg:

Lead-based paint at Templeton MS		
Item	Description	mg/kg
Maintenance Station	Exterior Roll-up Door	680

Where existing lead based materials are to be removed during demolition, construction or alterations, such material may need to be treated as hazardous waste, and shall be removed, hauled and disposed of in accordance with all applicable Federal, State and local laws and ordinances.

**SUBMITTALS.--**

Lead Compliance Plan, Abatement Procedure Plan and Debris Containment and Collection Program must be submitted to the Engineer at least 15 days prior to lead abatement.

**Lead Compliance Plan.**—The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). The Lead Compliance Plan shall be prepared, signed and stamped by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. If measures being taken by the Contractor are inadequate to provide for worker safety and the containment and collection of residue from existing paint systems, the Engineer will direct the Contractor to revise his operations and the compliance program. Such directions will be in writing and will specify the items of work for which the Contractor’s compliance programs are inadequate. No further work shall be performed on said items until the compliance programs are adequate and, if required, a revised compliance program has been approved.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised compliance program for worker safety and the containment and collection of residue from existing paint systems, nor for any delays to the work due to the Contractor’s failure to submit an acceptable compliance program.

**Abatement Procedure Plans.**—The Contractor shall submit an abatement procedure plan prepared, signed and stamped by a Lead Project Monitor or Lead Project Designer currently certified by the California Department of Health Services . The plan shall address but not be limited to the following abatement procedures:

1. Personal monitoring procedures.
2. Phasing of abatement work indicating daily roster of workers for each phase.
3. Security system warning signs locations.
4. Detailed plans for decontamination facilities, toilets, and systems providing anteroom and Work Area to outside communication showing connections to existing building.
5. Standard procedures for protecting workers, visitors, and employees and protection of spaces outside Work Area from contamination.
6. Engineering systems exposure control indicating number, location, and capacity of supply and exhaust systems, the expected direction of flow, and the range of expected differential pressure in each area.
7. Safety precautions such as lockout, tagout, fall protection, and confined space entry procedures and equipment and work procedures to be used in the encapsulation, removal and demolition of lead based paint.
8. Final clearance inspection criteria.

**Debris Containment and Collection Program.**—The Contractor shall submit a debris containment and collection program under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, for debris produced when the existing paint system is disturbed. The Debris Containment and Collections Program must be prepared, signed and stamped by a Lead Project Monitor or Lead Project Designer currently certified by the California Department of Health Services. The program must identify materials, equipment, and methods to be used when the existing paint system is disturbed and must include working drawings of containment systems, and provisions for ventilation and air movement for visibility and worker safety.

If inadequate measures are taken to provide for the containment and collection of debris produced when the existing paint system is disturbed, the Engineer will direct you to revise the operations and the debris containment and collection program. The directions will be in writing and will specify the items of work for which the debris containment and collection program is inadequate. No further work shall be performed on the items until the debris containment and collection program is adequate and, if required, a revised program has been approved for the containment and collection of debris produced when the existing paint system is disturbed.

The lead abatement shall be supervised by a California Department of Health Services Lead-Related Construction Certified Lead Supervisor. The supervisor shall be on-site during abatement preparation and post-abatement clean-up and be readily available as required by Title 17 California Code of Regulations 36100 (A1). Personnel for lead abatement shall be California Department of Health Services Lead-Related Construction Lead Worker Certified.

State personnel shall complete a safety training program provided by the Contractor, that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities, required by the Contractor's Health and Safety Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 3.

### **QUALITY ASSURANCE.--**

**Codes and standards.--**Codes which govern removal and disposal of materials containing lead include, but are not limited to the following:

1. California Health and Safety Code, Division 20, Chapter 6.5, "Hazardous Waste Control Act."
2. California Code of Regulations, Title 17, "
2. California Code of Regulations, Title 22, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Material."
3. California Code of Regulations, Title 8, Construction Safety Order, Section 1532.1, Lead.
4. Occupational Safety and Health Administration, Part 26 (amended), of Title 29 of the Code of Federal Regulations.

### **PART 2.- PRODUCTS (Not applicable.)**

### **PART 3.- EXECUTION**

#### **REMOVAL.--**

**Preparation.--**Prior to performing operations involving the removal of hazardous waste containing lead, the Contractor shall provide written notification to the following agency:

Division of Occupational Safety and Health  
2424 Arden Way, Suite 165  
Sacramento, CA 95825  
Telephone No. (916) 263-2800

The Contractor shall notify Division of Occupational Safety and Health (CAL OSHA) 24 hours prior to performing removal operations of materials containing lead or lead based materials.

**Notification.--**The Contractor shall notify the Engineer 3 working days in advance of commencement of removal operations of material containing lead or lead based materials.

**Method of removal.**--Painted materials shall be removed using the wet process, vacuum blasting process or other acceptable processes that contain paint debris. Removal equipment and methods, to a depth required to remove all paint and provide clean substrate suitable for a new finish.

Removed material and water used for removal shall be collected. Removed material shall be separated from water using approved filters.

**Handling.**--The Contractor shall comply with all Federal, State, and local regulations for the removal of material containing lead prior to demolition, shall place such removed material in approved plastic containers (double ply, 0.15 mm minimum thickness, plastic bags) with caution labels affixed to said bags. Such caution labels shall have conspicuous, legible lettering which spells out the following, or equivalent warning:

**CAUTION  
CONTAINS LEAD**

Temporary storage on the ground of material and residue produced when the existing paint system is disturbed will not be permitted. Material and residue shall be stored in leak proof containers and shall be handled in such a manner that no spillage will occur.

**Safety measures.**--The Contractor shall comply with all Federal, State and local requirements for safety which shall include providing employees with coveralls (preferably disposable plastic coat ed), rubber gloves (to be discarded after use), rubber boots (to be washed thoroughly after use), and respirators.

The Contractor shall be responsible for verifying that all employees, who are involved in removal operations, wear the required protective devices during removal operations.

**DISPOSAL.--**

**Transporting.**--The debris shall be hauled by a transporter currently registered with the California Department of Toxic Substances Control using correct manifesting procedures and vehicles displaying current certification of compliance. The Contractor shall make all arrangements with the operator of the disposal facility and perform any testing of the debris required by the operator. All vehicles used to transport hazardous waste material shall have affixed to the vehicle a valid Certificate of Compliance issued by United States Department of Transportation. If a roll off or drop box is utilized, both the drop box and the transporting vehicle must have a valid Certificate of Compliance issued by the United States Department of Transportation.

**Disposal.**—The Engineer will obtain the required EPA generator identification numbers, and will sign the hazardous waste manifests.

**Disposal.**—The Engineer will obtain the required EPA generator identification numbers, and will sign the hazardous waste manifests.

All material and residue produced during removal operations shall be tested and profiled to determine hazardous waste characteristics. Dispose of residue and waste at an approved disposal facility in accordance with the requirements of the disposal facility operator.

The Contractor shall notify the proper authorities at the disposal site in advance of delivery of hazardous waste containing lead to the disposal site.

**Final Clearance Inspection.**—Final clearance inspection wipe testing will be performed after clean-up activities are completed following Department of Health Services and requirements of California Code of Regulations Title 17.

## **DIVISION 3. CONCRETE AND REINFORCEMENT**

### **3.01 CONCRETE RESTORATION (BUILDINGS)**

#### **PART 1 GENERAL**

##### **SUMMARY**

Scope: This work consists of repairing of portland cement concrete using high strength grouts and mortars.

Related Divisions: Coordinate the work of this Division with the work of other divisions specifying remedial work, corrective measures, and restoration work.

##### **SYSTEM DESCRIPTION**

Performance Requirements:

1. ASTM C881, "Specification for Epoxy-Resin-Base Bonding System for Concrete."
2. ASTM C928, "Specification for Packaged, Dry Rapid-Hardening Cementitious Materials for Concrete Repairs."
3. Repair and restoration of existing concrete work shall achieve security, strength, and weather protection, as applicable and required, and shall preserve the integrity and continuity of fire-rated assemblies.
4. Repair and restoration of existing concrete work shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles.

##### **SUBMITTALS**

Product Data:

Materials: Manufacturer's product data sheets indicating physical, mechanical, and chemical characteristics of all repair materials used.

Material Safety Data Sheets (MSDS): Data sheets for all materials to be used at the job site in accordance with OSHA and 29 CFR 1910.1200.

Installation Instructions: Manufacturer's detailed mixing and application instructions to include:

1. Mixing instructions
2. Curing times between coats or layers
3. Application procedures for surface coatings
4. Hot and cold weather installation instructions
5. Inclement weather installations

##### **QUALITY ASSURANCE**

Qualifications: Repair and restoration of existing concrete surfaces shall be performed by a skilled and experienced installer specializing in the restoration of concrete with at least five years experience in the type of work involved.

Regulatory Requirements: California Code of Regulations (CCR), Title 24, Part 2, California Building Code, Chapter 34, "Existing Structures."

Material Container Labels: Material containers shall bear a manufacturer's label indicating manufacturer's name, trade name of product, lot number, shelf life of product, and mix ratio by volume.

##### **DELIVERY AND STORAGE**

Deliver materials to the site in original, sealed containers bearing manufacturer's label. Do not deliver materials that have exceeded shelf life limitation set forth by the manufacturer.

Comply with manufacturer's printed instructions for storing materials in original, sealed containers at a temperature between 32 degrees F and 90 degrees F.

### **PROJECT/SITE CONDITIONS**

The result of concrete damage for the facility is listed in the Building Structure Damage Survey Report dated May 9, 2005 and is available as an Information Handout.

Environmental Requirements: Apply epoxy resin materials only when the contact surfaces are completely dry and if the atmospheric and surface temperature ranges are suitable for the specified epoxy material. The temperature of the concrete shall be not less than 50°F or greater than 90°F at the time that epoxy is injected. Comply with manufacturer's recommendations for conditions under which materials can be applied.

## **PART 2 PRODUCTS**

### **MATERIALS, EQUIPMENT, AND FACILITIES**

Requirements: Provide all materials, equipment, tools, appurtenances, facilities, and services as required for performing and completing all repair and restoration of existing concrete as indicated.

Concrete Bonding Agent: Adhesive for the bonding of new mortar and grout to existing concrete shall be an epoxy adhesive meeting requirement of ASTM C881, of type required to suit project conditions.

Grout: Grout for pressure-injection grouting shall be high-strength, nonshrink, manufactured epoxy adhesive grout conforming to ASTM C 881, Type IV, Grade 1, Class B or C without filler. Minimum compressive strength at 28 days shall be 5,000 psi.

Crack Surface Sealer for Pressure Grouting: Material with adequate strength and adhesion to hold injection fittings firmly in place and to prevent leakage of grout material during injection and removable without damaging or defacing structure being repaired.

Mortar and Cementitious Repair Materials:

1. Mortar: Mortar shall be an epoxy mortar, polymer-fortified mortar, or similar high strength bonding mortar conforming to ASTM C928. Minimum compressive strength at 28 days shall be 4,000 psi.
2. Sand: Sand shall be a clean, washed, kiln-dried, fine sand, all passing a U.S. Standard No. 16 sieve.

Cleaning Agent: Mild solution of hydrochloric acid or muriatic acid, designed for washing stains on concrete.

Paint: Paint for touchup work shall be exterior acrylic-latex masonry paint, flat texture, color as required to match adjacent surfaces.

## **PART 3 EXECUTION**

### **GENERAL REQUIREMENTS**

Perform cutting, chipping, patching/restoring work, crack repair, and cleaning in a manner to prevent damage to other work, and as required to return indicated exterior building surfaces to essentially their original condition and configuration.

Do not cut or alter structural members when not indicated without prior approval of the Engineer.

Finish or refinish as required to match adjacent finishes.

## **CUTTING AND CHIPPING**

Perform cutting and chipping work neatly and accurately with proper tools and equipment. Cuts shall be of minimum size required for the work. Check the locations carefully of existing concrete reinforcement before cutting or chipping.

The Contractor shall locate reinforcing steel in existing concrete to be cut or chipped.

Protect existing work to remain using methods to prevent damage resulting from cutting and chipping operations.

## **REMOVAL OF PAINT**

Where removal of existing paint film is required for restoration of concrete surfaces, existing painted concrete and stucco surfaces shall be sandblasted by the "wet" sandblast method to remove all such paint film. Surfaces not to be sandblasted shall be properly masked and otherwise protected to preclude any damage to these surfaces.

Wet sandblasted surfaces shall be thoroughly dry or dried before painting as specified under "Painting" in Division 9 "Finishes," of the Special Provisions.

## **REPAIR OF CRACKS**

General:

1. Major cracks shall be repaired and filled by pressure-injection grouting. All other cracks shall be repaired in the manner most appropriate and as required for weatherproofing or waterproofing the building or structure.
2. Minor cracks, too small for injection grouting, shall be repaired as specified in paragraph "Restoration Work."
3. Small holes, cracks, and other imperfections to be painted shall be suitably primed and patched with a compound recommended by the manufacturer of the paint to be applied to these surfaces as specified under "Painting" in Division 9 "Finishes," of the Special Provisions.

Pressure Grouting of Cracks: Concrete cracks shall be mapped, and the injection shall be on center-to-center spacing as necessary to achieve proper structural bonding.

### 1. Surface Preparation:

- a. Clean cracks and adjacent surfaces free of loose material, dust, dirt, grease, oil, efflorescence, and other foreign matter in accordance with grouting adhesive manufacturer's printed instructions and as required for proper bonding of surface seal. Do not use acids or corrosives.
- b. Establish entry ports along each crack spaced at intervals not less than the thickness of the concrete member being repaired.
- c. Apply surface seal material to the face of each crack between the entry ports as required to prevent escape of injected grout. For cracks all the way through the concrete member, apply surface seal to both faces of cracks where accessible. Allow sufficient time for the surface seal material to gain adequate strength before proceeding with grout injection.
- d. If cracks extend into moving joints, plug or seal off the cracks at the joints.

### 2. Grout Injection:

- a. Set up and check injection equipment and material in accordance with the manufacturer's instructions and as specified. Do not thin epoxy adhesive.

b. Beginning at the lowest entry port in the crack, unless otherwise recommended by the installer because of the configuration of the crack, inject epoxy adhesive in the entry port until there is an appearance of grout at the next adjacent entry port. When grout travel is indicated at the next adjacent port, discontinue injection in the port, seal off the port, and resume injection in the next adjacent port. Continue this procedure until the crack has been injected full of grout for its entire length in one continuous operation. For horizontal cracks, proceed from one end of the crack to the other end in the same manner. Seal the last port, and allow the grout to cure.

c. If port-to-port travel of grout does not result after a reasonable amount of pumping, stop injecting grout. Report abnormal conditions (if any) immediately to the Engineer.

### 3. Finishing:

a. Remove surface seal between and beyond entry port fittings and port locations when grout adhesive has sufficiently cured to allow removal without disturbing the grout.

b. Fill the face of the crack out flush with the concrete surface plane with patching materials. Eliminate indentations and evidence of port fittings. Finish patches to match texture of adjoining concrete surface as closely as practicable.

## **RESTORATION WORK**

Preparation of Existing Surfaces: Where concrete is cracked or spalled, cut or chip out to solid surface. Use power wire brush and high pressure air to clean concrete of dirt, dust, and loose particles. Clean exposed reinforcing bars with power wire brushing to remove all visible corrosion.

### Repairing of Concrete:

1. Repair and patch existing concrete work with specified adhesive, mortar, and grout materials. At completion, patched surfaces shall match adjacent existing surfaces as closely as possible.

2. Apply or install concrete bonding agent, mortar, and grout where indicated, or where otherwise required, in accordance with the manufacturer's instructions and recommendations.

3. Where necessary to build out cut, spalled, or chipped concrete surfaces, mix concrete bonding agent, mortar, and sand into a special mortar, and apply in layers as required to fill out or build up surfaces. Float, trowel, or texture surfaces to match adjacent existing surfaces.

## **FIELD QUALITY CONTROL**

Sampling: As soon as epoxy resin materials are available for sampling, obtain by random selection a sample of each batch. Clearly identify samples by designated name, specification number, batch number, project contract number, intended use and quantity involved.

Testing: At the discretion of the Engineer, samples provided may be tested by the Department for verification.

## **CLEANING**

Where existing concrete surfaces are indicated to be cleaned or washed to remove dirt, dust, and stains, such surfaces shall be washed clean to an even and uniform effect, free of stains and blemishes. Include adjacent cornices, ledges, and masonry ornaments. Method of cleaning (e.g. high-pressure water, steam cleaning, or diluted acid cleaning) is subject to approval by the Engineer.

All adjacent glass areas shall be cleaned after washing of concrete surfaces.

Replace any glass damaged by the cleaning operations.

### **3.02 SURFACE BONDED FIBER REINFORCED POLYMER (FRP) SYSTEM**

#### **PART 1 GENERAL**

##### **SUMMARY**

Scope: This work consists of providing and installing near surface embedded fiber reinforced polymer (FRP) composites as structural strengthening on concrete and masonry structures including beams, slabs, walls and columns.

##### **SYSTEM DESCRIPTION**

Wet Lay-up FRP: A load bearing, structure strengthening composite system that consists of dry unidirectional or multi-directional fiber sheets (or fabrics) bonded adhesively to the substrate onsite with saturating resin.

Performance Requirements:

1. Material Compatibility: Provide FRP system materials that are compatible with one another under conditions of service and application required, as demonstrated by system manufacturer based on testing and field experience.
2. Bond Integrity: Free from bond failure within FRP system components or between system and structure substrate construction, resulting from exposure to fire, design loads, weather, or other in-service conditions.

##### **SUBMITTALS**

Product Data: Manufacturer's product data sheets indicating physical, mechanical, and chemical characteristics of the materials used in the FRP system. Include installation instructions, maintenance instructions, and general recommendations regarding each material. Provide manufacturer's Material Safety Data Sheets (MSDS) for all materials to be used.

Shop Drawings: For FRP system at locations to be applied as indicated. Include plans, elevations, sections, and details of the system components. Indicate fiber architecture and type and direction with number and thickness of layers. Detail location and configuration of joints, lap splices and end terminations. Indicate method of mechanical anchorage of the FRP composite system if used and proposed connections to structure diaphragms.

Quality Assurance:

1. Qualification Data: For installer, inspection agency, and testing agency.
2. Evaluation Reports: For FRP system conforming to ICBO/ICC-ES AC 125

Quality Control: Field quality-control and special inspection reports.

##### **QUALITY ASSURANCE**

Source Limitations: Obtain the FRP system from single source from single manufacturer and from sources approved by FRP system manufacturer as compatible with system components.

Manufacturer Qualifications:

1. The manufacturer must specialize in the production of the type of products specified for the work.
2. Research/Evaluation Reports: The manufacturer must hold a valid ICBO/ICC-ES AC 125 evaluation report for the FRP system to be incorporated into the work.

Installer Qualifications: A qualified firm that is approved, authorized, or licensed by the FRP system manufacturer to install manufacturer's product. Installer must have documented experience on at least 10 projects of a similar scope, using similar materials within the last 5 years.

1. Field Supervisor: Provide supervisor trained and certified by the FRP system manufacturer to observe all aspects of onsite preparation and material application including surface preparation, resin component mixing, application of primer, application of resin and fiber sheet, curing of composite, and the application of protective coatings.

2. Workers' Qualifications: Satisfactory completion of a program of instruction in the FRP application process. Instruction must include the specified method of repairing cracks in concrete, the technical aspects of correct material use, and the operation, maintenance and checking of equipment.

Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

### **DELIVERY AND STORAGE**

Labeling: Deliver polymer resin materials in original factory-sealed containers with the manufacturer's labels intact and legible with verification date of manufacture and shelf life or expiration date.

Storage: Store materials in a well-ventilated area protected from exposure to unsatisfactory conditions including: airborne contaminants, dirt, dust, sunlight, temperatures lower than 40 or greater than 100 degrees F, rainfall, sparks or flame, and contact with moisture. Store polymer resins separate from component hardeners.

### **SITE CONDITIONS**

Environmental Requirements:

1. Apply FRP system only when the contact surfaces are completely dry and if the atmospheric and surface temperature ranges are suitable for the specified FRP system.

2. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit application of FRP system according to manufacturers' written instructions.

3. Ventilation: Provide adequate ventilation in enclosed spaces during the installation of FRP system resins. Maintain ventilation until resins have cured.

## **PART 2 PRODUCTS**

### **ACCEPTABLE MANUFACTURERS**

Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to, the following:

1. Fiber-Bond supplied by Edge Structural Composites, Inc., 21881 8th St East, Sonoma CA 95476, (707) 940-1506, Fax: (707) 940-0942

2. Fiberwrap supplied by Fyfe Company, Nancy Ridge Technology Center, 6310 Nancy Ridge Drive, Suite 103, San Diego, CA 92121. (858) 642-0694, Fax: (858) 642-0947

3. Or equal

### **COMPOSITE SYSTEM**

Wet Lay-up FRPS: Provide FRP composite system having minimum cured gross physical properties and structural performance that comply with the following:

Property	Unidirectional Carbon Composite System Requirement	Unidirectional Glass Composite System Requirement	Test Method
Ultimate Tensile Strength in primary fiber direction, min.	100,000 psi	60,000 psi	ASTM D 3039
Ultimate Breaking Load in primary fiber direction, min.	4,000 lb/in width	2,600 lb/in width	ASTM D 3039
Elongation (%): Minimum Maximum	0.8 1.9	1.2 3.0	ASTM D 3039
Tensile Modulus, min.	8,900 ksi	3,000 ksi	ASTM D 3039
Stiffness in primary fiber direction based on the unit width of one-layer of cured FRP system. Modulus times measured area (E x A).	350 kips/inch	150 kips/inch	ASTM D 3039
Corresponding Thickness per layer,	0.04 inches	0.05 inches	N/A

Fire Rating: The FRP composite system shall have a class 1 fire classification as tested in accordance with ASTM E 84 “Test Method for Surface Burning Characteristics of Building Materials.”

### **MIXES**

Mix approved resins and adhesives using methods and equipment recommended by the FRP system manufacturer. Material components shall be mixed completely at an approved temperature and ratio to achieve recommended consistency and a uniform color. Do not dilute resin, primer or adhesive with solvent.

### **PART 3 EXECUTION**

#### **EXAMINATION**

Examine substrates, areas, and conditions; including structural framing to which attaches or abuts the FRP system. Comply with requirements specified in this and other sections that affect installation and tolerances and other conditions affecting performance of the FRP system.

Proceed with installation only after unsatisfactory conditions have been corrected.

#### **PROTECTION**

Worksite Ventilation: Ventilate work areas during FRP application using methods to protect workers exposure to chemical substances within limits established by ACGIH Publication 0028, or required by a more stringent applicable local regulation. Ventilate interior work zones having a volume of 10,000 cubic ft or less at a minimum of 2 air exchanges per hour. Maintain ventilation in larger work zones by means of mechanical exhaust. Exhaust solvent vapors

outdoors, away from air intakes and workers. Temporarily seal return air inlets in the work zone before start of work until the polymer resin has cured.

Cleaned Surface Protection: Maintain and protect the cleaned surface prior to FRP installation to prevent contamination by materials that may interfere with surface bond.

## **PREPARATION**

### **Substrate Repair:**

1. Corrosion of Existing Steel Reinforcement: Repair corroding reinforcing steel according to ICRI Guideline No. 03730 "Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion."
2. Substrate Cracks: Cracks in the substrate greater than 0.010 inch wide must be injected with epoxy or similar material approved by the Engineer.

### **Surface Preparation:**

1. Surface Profile: When bond of the FRP to the concrete substrate is required for structural performance, the surface of the concrete substrate must be profiled using abrasive blasting and/or disc grinding to a minimum concrete surface profile (CSP) 3 as defined by ICRI Guideline No. 03732 or more aggressive surface profiling as recommended by the FRP system manufacturer.
2. Surface Cleaning: Remove all loose or unsound materials and other conditions that inhibit the FRP system bond to the substrate such as laitance, dust, dirt, oil, curing compound, existing paint or coatings, and efflorescence. Where concrete is cracked or spalled, cut or chip out to solid surface. Concrete may be cleaned using a light blast abrasive or cleaned using hand tools, power tools or water blasting techniques.
3. Primer: Apply primer uniformly on the prepared surface at the manufacturer's specified rate of coverage. Allow primer to cure to the degree specified by the FRP manufacturer before applying subsequent materials.
  - a. Putty/Filler: Use putty or another epoxy-based paste with adequate bonding properties to substrate only to fill voids and smooth surface discontinuities prior to application of other materials.
    - 1). Round off sharp and chamfered corners (to be wrapped around) to a radius of 1 inch ( $\pm 1/4$  inch) by means of grinding or forming with the system's putty. Variations in the radius along the edge shall not exceed 1/2 inch for each 12 inches of length.
  - b. Allow putty to cure to the degree specified by the FRP manufacturer before applying subsequent materials.
  - c. Grind rough edges or trowel lines of cured putty smooth prior to continuing the installation.
  - d. Pull-Off Test: If required by the Engineer, bond strength of the putty may be verified with pull testing in accordance with ASTM D 4541 "Standard Test Method for Pull-off Strength of Coatings Using Portable Adhesion Tester." Minimum direct pull-off strength required shall be 200 psi. Pull-off tests shall be paid for as extra work to the contract.

## **FRP INSTALLATION**

**Wet Lay-Up Systems:** Install the FRP system in accordance with the approved shop drawings and FRP system manufacturer's recommendations. Apply sufficient saturating resin to achieve full saturation of the fibers. Release or roll out entrapped air between layers before the resin sets. Place successive layers of saturating resin and fiber materials before complete cure of the previous layer of resin. Handle sheet and fabric materials in a manner to maintain the fiber straightness and orientation tolerances. Lap splices are not permitted except as shown in the Shop Drawings. Remove and repair fabric kinks, folds, or other forms of severe waviness.

## Surface Finish - Coating Application:

### 1. Surface Preparation:

- a. Apply paints and coatings prior to final resin cure.
- b. If the FRP resin has cured, prepare the surface by etching with a light dust blast of 30-mesh silica sand or equivalent method according to the coating manufacturer's recommendations.
- c. The prepared surface must be cleaned of any dust or debris and free of any moisture, oils, or other substances that would prohibit bond of the coating.

### 2. Multiple Coats: Apply two finish layers of coating in accordance with to the coating manufacturer's instructions.

## **REPAIR OF DAMAGED OR DEFECTIVE AREAS**

Repair defective work after the minimum cure time for the FRP laminates according to material and procedural requirements approved by the manufacturer according to the type of defect, the type of application, and the materials used. Repair all defects in a manner that will restore the system to the designed level of performance.

## **QUALITY CONTROL**

General: Perform field quality control procedures in accordance with the following details in addition to ICC AC178, "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems":

1. Installers: Record batch numbers and quantity for fabric and epoxy used each day, and note locations of installation. Complete report and submit to the Engineer and system manufacturer.
2. Inspection: Certified Special Inspector shall periodically observe all aspects of preparation, mixing, and application of materials, including the following:
  - a. Material container labels
  - b. Surface Preparation
  - c. Mixing of epoxy
  - d. Application of epoxy to the fiber
  - e. Application of composite system
  - f. Curing of composite material
  - g. Preparation and labeling of test samples
3. The Contractor shall monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations.

## **LABORATORY TESTING**

### Sample Panels:

1. Wet Lay-up: Record lot number of fabric and resin applied to the substrate, and location of installation. Fabricate two 12" by 12" sample panels of cured composite for each day of production or one for each 500 square ft of production whichever is more. Fabricate sample panels at times during the day to ensure the maximum material deviance in the components of the composite. Ship samples within two weeks of fabrication to the qualified testing laboratory. The testing laboratory shall pre-condition samples at 140° F for 48 hours before testing.
2. Precured: Sample panel for precured sheet and strip material are the width of the procured sheet and a length sufficient to achieve 144 square inches in total area taken randomly from the material received at the job site.

a. Panel Testing: Test not fewer than two (2) coupons from each sample panel in the laboratory in accordance with ASTM D 3039/D 3039M. Determine lap splice strength, tension strength, and elastic modulus of FRP materials. If one coupon from a sample panel fails to meet the minimum strength specified, test five (5) additional coupons from that sample panel. If a second one fails, test five (5) coupons from all sample panels for that day of production. Take appropriate remedial measures to ensure integrity of the FRP system applied for the day the failed sample panels were prepared. In addition, test a minimum of five (5) coupons from each sample panel for the remainder of the job or until ten successive sample panels are tested with no coupon failures. Then two (2) coupon tests per sample panel may be resumed. The Engineer may waive or alter the frequency of testing.

3. Report: The laboratory shall report the mechanical properties of the sample panels in accordance with ASTM D 3039/D 3039M. Provide a copy of the report to the Engineer and Special Inspector for review.

## **FIELD TESTING**

Adhesion Strength:

1. Testing Method: Pull-off test of cored samples using the method described by ACI 440.3R or ASTM D 4541. Allow the FRP system to cure a minimum of 24 hours before execution of the direct tension pull-off test.

2. Test Areas: Locations of the pull-off tests shall be representative and on flat surfaces. If possible, conduct the tests on areas of the FRP system subjected to relatively low stress during service.

a. Perform a minimum of three tests for each day of production or for each 500 square ft of FRP application, whichever is less.

1). Perform pull-off tests on each area of fiber sheet installed on a single day.

2). Perform tests on each type of substrate or for each surface preparation technique used.

3. Acceptance Criteria: The minimum acceptable value for any single tension test is 175 psi. The average adhesion strength of the three tests at each location shall not be less than 200 psi. The tension adhesion tests shall exhibit failure of the substrate indicated by a layer of substrate on at least 80 percent of the underside of the test puck following the test.

4. Report: Report adhesive strength values for each test and the average strength for each day's production. Report the type of failure for each. Report no adhesion of the substrate to the FRP surface adhered to the test puck to the Engineer.

5. Remedial Measures: Take remedial measures when adhesive strength fails to meet the minimum allowable strength and notify the Engineer. Stop FRP installation and remove and replace affected areas with FRP composite with methods to restore the system at the designed level of performance as recommended by the manufacturer.

6. Test Repair: After testing, fill test holes in the FRP composite with putty and smooth. Apply a 4-inch or more overlapping sheet patch of equivalent plies over the location using a method recommended by the manufacturer.

## **WORK AREA CLEAN UP**

At completion of the work, remove staging, scaffolding, and containers from the work site or destroy in an approved manner. Remove FRP composite, resin, and other deposits on adjacent surfaces and leave the entire job cleaned to equal or better condition to that prior to the start of the job.

Place cloths, cotton waste and other debris that might constitute a fire hazard in closed metal containers and remove at the end of each day.

Store, transport, and dispose of all resins and adhesives as indicated on the MSDS sheets. Contain and dispose of spent abrasive blast media as required by local regulations. Contain all material to be discarded at the site until legally disposed.

#### **DIVISION 4. (BLANK)**

#### **DIVISION 5. METALS**

### **5.01 BUILDING MISCELLANEOUS METAL**

#### **PART 1 - GENERAL**

Scope: This work shall consist of fabricating, furnishing and installing building miscellaneous metal in accordance with the details shown on the plans and these special provisions.

Building miscellaneous metal shall consist of the following:

1. Steel bracing of existing metal roof deck
2. Anchors, fastenings, hardware, accessories and other supplementary parts necessary to complete the work.

#### **SUBMITTALS**

Product Data: Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications.

Shop Drawings: Shop drawings of fabricated items shall be submitted for approval.

#### **QUALITY ASSURANCE**

Shop Assembly: Preassemble items in shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark all units for reassembly and installation.

Inspection and Tests: Materials and fabrication procedures shall be subject to inspection and tests by the Engineer, in mill, shop and field. Such tests will not relieve the Contractor of responsibility of providing materials and fabrication procedures in compliance with specified requirements.

Codes and Standards: Welding of steel shall be in accordance with American Welding Society (AWS) D 1.1, "Structural Welding Code-Steel" and D 1.3, "Structural Welding Code-Sheet Steel."

#### **PART 2 - PRODUCTS**

##### **MATERIALS**

Steel Bars, Plates and Hot-rolled Shapes: Steel bars, plates and hot-rolled shapes shall conform to ASTM Designation: A 36/A 36M.

Steel Bolts and Nuts: Regular hexagon-head bolts shall conform to ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.

Anchor Bolts: Anchor bolts shall conform to ASTM Designation: F 1554, Grade 36. Provide hot-dip or mechanically deposited, zinc-coated anchor bolts where item being fastened is indicated to be galvanized.

Expansion Anchors: Expansion anchors shall be ICBO approved for the purpose intended, integral stud type anchor or internally threaded type with independent stud, hex nut and washer.

## **FABRICATION**

Workmanship and Finish (General):

Workmanship and finish shall be equal to the best general practice in modern shops.

Miscellaneous metal shall be clean and free from loose mill scale, flake rust and rust pitting, and shall be well formed and finished to shape and size with sharp lines and angles. Bends from shearing or punching shall be straightened.

The thickness of metal and details of assembly and support shall give ample strength and stiffness.

Built-up parts shall be true to line and without sharp bends, twists and kinks. Exposed ends and edges of metal shall be milled or ground smooth, with corners slightly rounded.

Joints exposed to the weather shall be made up to exclude water.

Galvanizing: Items indicated on the plans to be galvanized shall be hot-dip galvanized after fabrication. The weight of galvanized coating shall be at least 1½ ounces per square foot of surface area, except drainage grates shall have at least 2 ounces per square foot of surface area.

Painting: Building miscellaneous metal items not galvanized shall be cleaned and prime painted prior to erection in accordance with the requirements specified for steel and other ferrous metals under "Painting" in Division 9, "Finishes," of these special provisions.

Loose Bearing and Leveling Plates: Loose bearing and leveling plates shall be furnished for steel items bearing on masonry or concrete construction, made flat, free from warps or twists, and of required thickness and bearing area. Plates shall be drilled to receive anchor bolts. Galvanize after fabrication.

## **PART 3 - EXECUTION**

### **GENERAL**

Anchorage:

Anchorage devices and fasteners shall be provided for securing miscellaneous metal in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws and other connectors.

Cutting, drilling and fitting shall be performed as required for installation of miscellaneous metal fabrications. Work is to set accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.

Loose Leveling and Bearing Plates: Plates shall be set on wedges or other adjustable devices. Anchor bolts shall be wrench tightened after the plates have been positioned and plumbed. Mortar shall be packed solidly between bearing surfaces and plates to ensure that no voids remain.

## **DAMAGED SURFACES**

Galvanized surfaces that are abraded or damaged shall be repaired by thoroughly wire brushing the damaged areas and removing all loose and cracked coating. The clean areas shall then be painted with 2 spot applications of a coating conforming to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) and listed on MPI List Number 18, Primer, Zinc Rich, Organic.

## **DIVISION 6. WOOD AND PLASTICS**

### **6.01 ROUGH CARPENTRY**

#### **PART 1 - GENERAL**

##### **SUMMARY**

Scope: This work shall consist of furnishing and installing materials and performing rough carpentry work including wood framing, furring, and sheathing in accordance with the details shown on the plans and these special provisions.

Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed.

##### **SUBMITTALS**

Product Data: Manufacturer's material data and installation instructions shall be submitted for framing hardware and underlayments.

Wood Treatment Data:

Chemical treatment manufacturer's instructions shall be submitted for the handling, sorting, installation, and finishing of treated materials.

For each type of preservative treatment used, certification by treating plant shall include type of preservative solution and pressure process used, net amount of preservative retained and conformance with the applicable standards of the American Wood Preservers Association.

For each type of fire-retardant treatment, include certification by treating plant that the treated material complies with the applicable standards and other requirements.

##### **DELIVERY, HANDLING AND STORAGE**

Delivery and Storage: Materials shall be kept under cover and dry. All materials shall be protected from exposure to weather and contact with damp or wet surfaces with blocking and stickers. All lumber, plywood and other panels shall be stacked in such a manner to provide air circulation within and around the stacks.

#### **PART 2 - PRODUCTS**

##### **LUMBER**

Lumber shall be manufactured to comply with PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection.

Softwood lumber shall be quality grade stamped or shall be accompanied by a certificate of inspection. Inspection certificates or grade stamps shall indicate compliance with the grading requirements of WWPA, WCLIB, RIS, or other approved lumber inspection agencies.

All lumber used shall be nominal sized and dressed S4S unless otherwise specified in these special provisions.

Framing lumber shall be solid stock lumber, Douglas Fir-Larch, and the grades indicated under WCLIB or WWPA rules. Moisture content shall not exceed 19 percent and shall be grade stamped "S-Dry."

### **DIMENSION LUMBER**

Except as otherwise shown on the plans, lumber shall have the following grades.

Vertical Framing Lumber:

Vertical framing lumber, nominal 2" x 2" through 4" x 4", shall be Construction grade or better.

Vertical framing lumber, nominal 2" x 6" through 4" x 6", shall be No. 2 or better.

Horizontal Framing Lumber:

Horizontal framing lumber, nominal 2" x 4" and wider, including joists and rafters, shall be No. 2 or better.

Horizontal framing lumber, nominal 4" x 4" and wider, including joist and rafters, shall be No. 1 or better.

Exposed Framing Lumber: Exposed framing lumber which is not concealed and is to receive a stain or natural finish shall be the same grade and species as indicated for structural framing and hand selected for appearance.

Miscellaneous Lumber:

Miscellaneous lumber for support or attachment of other work including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members shall be not less than No. 2 or better.

Lumber in contact with concrete or masonry construction shall be pressure treated Douglas Fir-Larch.

### **TIMBERS**

Timbers (Nominal 5 inches or Thicker): Timbers shall be No. 1 or better.

### **PLYWOOD PANELS**

Plywood panels shall comply with Voluntary Product Standard PS1, "U. S. Product Standard for Construction and Industrial Plywood."

Plywood panels shall be Group 1 unless otherwise noted.

Each plywood panel shall be factory marked with APA or other trademark evidencing compliance with grade requirements.

### **MISCELLANEOUS MATERIALS**

Rough Carpentry Hardware:

Steel plates and rolled sections shall be mild, weldable steel, conforming to AISI grades 1016 through 1030 except 1017.

Nails, screws, bolts, nuts, washers shall be commercial quality. Exposed fasteners shall be hot dipped galvanized or stainless steel.

Joist hangers, clips and other standard framing hardware shall be ICBO approved, commercial quality, galvanized sheet steel or hot dipped galvanized, of the size shown on the plans.

Expansion anchors and powder driven anchors shall be as specified under "Building Miscellaneous Metal," in Division 5, "Metals," of these special provisions.

Nails: Nails shall conform to ASTM F 1667-95. "Common" nails shall conform to the following table:

Nail Size	Length (inches)	Diameter (inches)
8d	2½	0.131
10d	3	0.148
16d	3½	0.162

Building Paper: Building paper shall be kraft type waterproofing building paper, Type I (No. 15) asphalt saturated roofing felt or high density, bonded polyethylene fiber building paper.

Adhesive: Adhesive for plywood glue-nailed systems shall conform to APA Specification: AFG-01.

### **WOOD TREATMENT BY PRESSURE PROCESS**

Preservative Treatment:

Preservative treatment shall be copper naphthenate, pentachlorophenol or water-borne arsenicals (ACA, CCA or ACZA).

The following items shall be treated:

Wood cants, nailers, curbs, equipment support bases, blocking, stripping and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

Wood sills, sleepers, blocking, furring and other similar members in contact with concrete or masonry.

All holes, daps and cut ends of treated lumber shall be thoroughly swabbed with 2 applications of copper naphthenate.

Fire Retardant Treatment: Fire retardant treatment shall be paintable, odorless fire retardant preservative applied by pressure treating methods.

## **PART 3 - EXECUTION**

### **INSTALLATION**

Wood Framing:

Wood framing shall be in accordance with Chapter 23 of the California Building Code.

Framing members shall be of sizes and spacing shown on the plans. Unless otherwise shown on the plans, structural members shall not be spliced between supports.

Wood framing shall be accurately cut and assembled to provide closely fitted members. Framing shall be erected true to the lines and grades shown on the plans and shall be rigidly secured in place as shown and as required by recognized standards. Bracing shall be placed wherever necessary to support all loads on the structure during erection.

The size and spacing of fasteners and the edge distance for nails shall be as shown on the plans.

Nailing schedule shall be as shown on the plans and shall comply with the California Building Code.

Wall coverings exposed to the weather shall have a backing of building paper applied weatherboard fashion to the framing or sheathing. Backing shall be lapped 2 inches at horizontal joints, 6 inches at vertical joints and 12 inches at building corners.

Plywood Panels:

Plywood panels shall be attached to the metal deck with corrosion resistant screws or as recommended by the roofing manufacturer.

## **6.02 FINISH CARPENTRY**

### **PART 1 - GENERAL**

#### **SUMMARY**

Scope: This work consists of furnishing and installing materials and performing finish carpentry, including exterior trim as shown on the plans and these special provisions.

Finish carpentry includes carpentry work not specified as part of other sections and which is generally exposed to view.

#### **SUBMITTALS**

Samples: One sample shall be submitted to the Engineer at the jobsite for each species and cut or pattern of finish carpentry as shown below:

Exterior standing and running trim: 2 feet long x full board or molding width, finished on one side and one edge.

#### **QUALITY ASSURANCE**

Factory Marks: Each piece of lumber and plywood shall be marked with type, grade, mill and grading agency identification. Marks shall be omitted from surfaces to receive transparent finish. A mill certificate stating that material has been inspected and graded in accordance with requirements shall be furnished if marks cannot be placed on concealed surfaces.

#### **PRODUCT DELIVERY, STORAGE AND HANDLING**

Delivery: Carpentry materials shall be delivered after painting, wet work and similar operations have been completed.

Protection: Finish carpentry materials shall be protected during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

## **PART 2 - PRODUCTS**

### **WOOD PRODUCT QUALITY STANDARDS**

Softwood Lumber: Softwood lumber shall conform to the requirements of PS 20, "American Softwood Lumber Standard," with applicable grading rules of inspection.

Plywood: Plywood shall conform to the requirements of Voluntary Products Standard PS-1, "U. S. Product Standard for Construction and Industrial Plywood."

Hardwood Lumber: Hardwood lumber shall conform to the requirements of the National Hardwood Lumber Association (NHLA) rules.

Woodworking: Woodworking shall conform to the requirements of Woodwork Institute of California (WIC), "Manual of Millwork."

### **MATERIALS**

Lumber sizes indicated shall be nominal sizes except as indicated by detailed dimensions. Lumber which is to be dressed or worked and dressed shall be manufactured to the actual sizes as required by PS 20.

Lumber that is to receive a transparent finish (stained or clear) shall be made of solid lumber stock.

Lumber that is to be painted may be solid or glued-up lumber at the contractor's option.

Glued-up lumber for exterior finish work shall comply with PS 56 for "wet use" and be so certified by the inspection agency.

Exterior Standing and Running Trim:

Standing and running trim in the form of boards or worked products shall be clear, all heart Redwood.

Trim to be painted shall be finished smooth.

Trim which is to be exposed to view and to receive transparent finish (stained or clear) shall be saw textured.

Miscellaneous Materials:

Nails, screws and other anchoring devices of the type, size, material and finish required shall be provided for secure attachment, concealed where possible.

Fasteners and anchorages for exterior use shall be hot dip galvanized.

Preservative Treatment:

Preservative treatment shall be copper naphthenate, pentachlorophenol or water-borne arsenicals (ACA, CCA or ACZA).

Wood members, except those of redwood, in contact with mortar setting beds, concrete block walls, slab on grade and other concrete work, and wood used for roofing cant and curbs shall be pressure treated with leach resistant preservative. Each piece of pressure treated lumber shall bear the AWPA label.

All holes, daps, or cuts made after treating shall be thoroughly swabbed with copper naphthenate

Fire Retardant Treatment: Fire retardant treatment shall be paintable, odorless fire retardant preservative applied by pressure treating methods.

### **PART 3 - EXECUTION**

#### **INSTALLATION**

All work shall be installed plumb, level and true with no distortions.

Standing and Running Trim:

Standing and running trim shall be installed with minimum number of joints possible, using full length pieces to the greatest extent possible.

Exterior joints shall be made water-resistant by careful fitting.

Anchor Finish Carpentry:

Finish carpentry shall be anchored to framing or blocking built in or attached directly to the substrate.

Interior carpentry shall be attached to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing where required for complete installation. Fine finish nails shall be used for exposed nailing, countersunk and filled flush with finished surface and matching final finish where transparent finish is indicated.

Finish exterior siding shall be fastened with corrosion resistant nails. The size and spacing of the siding fasteners shall be as shown on the plans. Nails shall be driven flush with the surrounding surfaces, not countersunk. Nails shall be located in the grooves of grooved siding whenever possible.

#### **ADJUSTMENT, CLEANING, FINISHING AND PROTECTION**

Damaged and defective finish carpentry work shall be repaired or replaced.

All exposed or semi-exposed surfaces shall be cleaned.

Finish carpentry shall be finished in accordance with the requirements specified under "Painting" in Division 9, "Finishes," of these special provisions.

### **DIVISION 7. THERMAL AND MOISTURE PROTECTION**

#### **7.01 PREPARATION FOR RE-ROOFING**

##### **PART 1 - GENERAL**

##### **SUMMARY**

Scope: This work consists of the requirements for complete or partial roof tear-off where indicated and roof re-cover preparation as indicated on the plans and in these special provisions.

##### **DEFINITIONS**

Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this section.

Existing Membrane Roofing System: Built-up asphalt roofing membrane, surfacing, and components and accessories between deck and roofing membrane.

Roof Tear-Off: Removal of existing membrane roofing system from deck.

Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

Existing to Remain: Existing items of construction that are not indicated to be removed.

### **MATERIALS OWNERSHIP**

Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Department's property, demolished materials shall become Contractor's property and shall be removed from State property.

### **SUBMITTALS**

Provide submittals applicable to preparation for reroofing that meet the requirements of the indicated membrane roofing system specified in Division 7 "Thermal and Moisture Protection," of the Special Provisions.

### **QUALITY ASSURANCE**

Regulatory Requirements: Preparation for reroofing shall conform to the applicable provisions of the California Code of Regulations (CCR), Title 24, Part 2, California Building Code, Appendix Chapter 15, "Reroofing," and Chapter 34, "Existing Structures."

Quality assurance for the reroofing work shall conform with the quality assurance requirements applicable to the indicated membrane roofing system specified in Division 7 "Thermal and Moisture Protection," of the Special Provisions.

### **PROJECT CONDITIONS**

Facilities Operation: The Department will occupy portions of building immediately below reroofing area. Conduct reroofing so Department's operations will not be disrupted. Provide the Engineer with not less than 72 hours' notice of activities that may affect Department's operations.

1. Coordinate work activities daily with the Engineer so the Department can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or detection equipment if needed, and evacuate occupants from below the work area if desired.
2. Before working over structurally impaired areas of deck, notify the Engineer to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area.

Hazardous Materials: Hazardous materials are present in buildings and structures to indicated for repair and alteration work. A lead and asbestos sampling report dated November 25, 2006 by West Coast Safety Consultants is available as an information handout. Examine report to become aware of locations where hazardous materials are present.

1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

Protection: Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

Limit construction loads on roof to rooftop equipment wheel loads and uniformly distributed loads.

Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit work to proceed without water entering into existing roofing system or building.

## **PART 2 PRODUCTS**

### **MATERIALS, EQUIPMENT, AND FACILITIES**

General: Furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required to perform removal and roof tear-off work.

## **PART 3 - EXECUTION**

### **PREPARATION**

Coordinate with the Engineer to shut down air intake equipment in the vicinity of the work. Cover air intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

Verify that rooftop utilities and service piping have been shut off before beginning work.

### **ROOF TEAR-OFF**

General: Remove existing roof system and associated components in their entirety down to existing roof deck. Remove only as much roofing as can be recovered by the end of the work day, unless approved by the Engineer. Do not attempt to open the roof covering system in threatening weather. Reseal all openings prior to suspension of work the same day.

Temporary Roofing: Install temporary roofing and flashing as necessary to maintain a watertight condition throughout the course of the work. Remove temporary work prior to installation of permanent roof system materials unless approved by the Engineer.

### **DISPOSAL OF DEBRIS**

Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Department's property, remove demolished materials from the project site and legally dispose of them in an approved landfill.

Remove trash and debris from the site at frequent intervals so that their presence will not delay the progress of the work.

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

## **7.02 BUILT-UP ASPHALT ROOFING SYSTEM**

### **PART 1 GENERAL**

#### **SUMMARY**

Scope: This work consists of the requirements to furnish and install asphalt built-up roof covering system in accordance with the details shown on the plans and these special provisions.

Related Sections:

1. Metal roof penetration flashings, flashings, and counterflashings are specified under "Sheet Metal Flashing" in Division 7, "Thermal and Moisture Protection," of the Special Provisions.
2. Rough Carpentry for wood nailers, cants, curbs, and blocking are specified under "Rough Carpentry," in Division 6 "Wood and Plastics," of the Special Provisions.

#### **DEFINITIONS**

Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mopping application and 75 centipoise for mechanical application, within a range of plus or minus 25 F, measured at the mop cart or mechanical spreader immediately before application.

## **ROOF SYSTEM DESCRIPTION**

Roof System Description: Provide built-up bituminous composition roofing, base flashings, counter flashings, and flashings at metalwork and roof penetrations that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

1. Roofing system shall be a mineral-surfaced cap sheet built-up roofing, using glass fabric felts, as indicated.

Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.

1. Fire/Windstorm Classification: Class 1A-90.

2. Hail Resistance: MH.

The Contractor and the roofing materials manufacturer shall determine the requirement or necessity for a vapor barrier or ventilating base sheet over the roof deck or substrate, and provide such vapor barrier or ventilating base sheet as required to install a serviceable roof without defects and failures.

The Contractor and roofing materials manufacturer shall determine the probability of thermal and structural movement in the roofing system and provide manufacturer's standard expansion joints in the roofing system as required to provide a serviceable roof without failures.

## **SUBMITTALS**

Shop Drawings and Product Data: Submit manufacturer's specifications for materials and installation of the appropriate roofing system and related flashings, including pertinent flashing details.

Samples: Submit sample square, 8 by 10 inches in size, of the mineral-surfaced cap sheet with manufacturer's standard colors for selection.

## **QUALITY ASSURANCE**

Regulatory Requirements: California Code of Regulations (CCR), Title 24, Part 2, California Building Code, Chapter 15, "Roofs and Roof Structures."

Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.

Manufacturer Qualifications: A qualified manufacturer that has FMG approval for roofing system identical to that used for this project.

Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

Source Limitations: Obtain components for roofing system from or approved by the roofing system manufacturer.

Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure: Class A; ASTM E 108 (UL 90), for application and roof slopes indicated.
2. Fire-Resistance Ratings: ASTM E 119 (UL 263), for fire-resistance-rated roof assemblies of which roofing system is a part.

### **DELIVERY, STORAGE, AND HANDLING**

Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.

Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

### **PROJECT CONDITIONS**

Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

### **WARRANTY**

Special Warranty: In addition to the guaranty requirements specified in General Conditions, provide manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks and Bulging or wrinkling of built-up roof surfaces.

1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards, substrate board, vapor retarder, and other components of roofing system.
2. Warranty Period: 15 years from date of project completion.

## **PART 2 PRODUCTS**

### **BASE-SHEET MATERIALS**

Vapor Barrier: As recommended by the roofing materials' manufacturer for the type of substrate.

Base Sheet: ASTM D 4601, Type II, nonperforated, asphalt-impregnated and coated, glass-fiber sheet, dusted with fine mineral surfacing on both sides.

Ventilating Base Sheet: ASTM D 4897, Type II, nonperforated, heavyweight, asphalt-impregnated and coated, glass-fiber base sheet with coarse granular surfacing or embossed venting channels on bottom surface.

## **ROOFING MEMBRANE PLIES**

Ply Sheet: ASTM D 2178, Type IV, asphalt-impregnated, glass-fiber felt, as required to meet the requirements of the manufacturer's specifications approved for this work

Mineral-Surfaced Cap Sheet: ASTM D3909, asphalt-impregnated and coated, glass-fiber cap sheet, with coarse mineral-granule top surfacing and fine mineral surfacing on bottom surface as required to meet the requirements of the manufacturer's specifications approved for this work. Provide a minimum weight of 70 pounds per 108 square feet, in color as selected and approved by the Engineer from manufacturer's standards. Include loose, matching mineral granules for over-runs of lap cement or asphalt.

1. Lap Cement: ASTM D3019.

## **FLASHING MATERIALS**

Composition Flashing System: Composition flashing system shall be by the same manufacturer as the roofing system, and shall be asphalt-impregnated and coated, glass-fiber sheet, dusted with fine mineral surfacing on both sides.

Flashing Cement: Bituminous product expressly recommended by the roofing materials manufacturer for flashing work on vertical surfaces, asphaltic flashing cement or flashing compound of troweling consistency.

Fabric Reinforcement: Asphalt-saturated cotton fabric, treated with asphaltic resin, meeting requirements of ASTM D173, or woven glass fabric, treated with asphalt resin, meeting requirements of ASTM D1668, as applicable.

Bituminous Plastic Cement: Asphaltic plastic cement, meeting requirements of ASTM D2822 or D4586.

## **ASPHALT MATERIALS**

Asphalt Primer: ASTM D 41.

Roofing Asphalt: ASTM D 312, Type III or IV as recommended by built-up roofing system manufacturer for application.

## **AUXILIARY ROOFING MEMBRANE MATERIALS**

General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with built-up roofing.

Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.

Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.

Metal Flashing Sheet: Metal flashing sheet is specified under "Sheet Metal Flashing" in Division 7 "Thermal and Moisture Protection," of the Special Provisions.

## **ROOF INSULATION**

General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and thicknesses.

Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.

Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slope of 1/4 inch per 12 inches (1:48), unless otherwise indicated.

## **INSULATION ACCESSORIES**

General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.

Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

Cold Fluid-Applied Adhesive: Manufacturer's standard cold fluid-applied adhesive formulated to adhere roof insulation to substrate.

Insulation Cant Strips: Preformed cants of sizes or dimensions indicated, 45-degree slope, manufactured of compressed fiberglass or perlite board, or fabricated of pressure-treated Douglas fir with preservative, "Construction" or "No. 1" grade.

Wood Nailer Strips: Comply with requirements specified under "Rough Carpentry" in Section 12-6 "Wood and Plastics," of the Special Provisions.

Tapered Edge Strips: ASTM C 728, perlite insulation board.

Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, Type X, 5/8 inch thick.

Substrate Joint Tape: 6- or 8-inch- wide, coated glass-fiber joint tape.

## **WALKWAYS**

Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 3/4 inch thick, minimum.

## **PART 3 EXECUTION**

### **EXAMINATION**

Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.

### **PREPARATION**

Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

### **INSULATION AND INSTALLATION**

Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.

Comply with roofing system manufacturer's written instructions for installing roof insulation.

Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of built-up roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.

Install tapered insulation under area of roofing to conform to slopes indicated.

Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.

1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

Install one or more layers of insulation under area of roofing to achieve required R-Value. Where overall insulation thickness is 2 inches or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.

Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Fasten insulation according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.

Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck. Tape joints if required by roofing system manufacturer.

1. Fasten according to requirements in FMG's "Approval Guide" for specified Windstorm Resistance Classification.

## **ROOFING MEMBRANE INSTALLATION, GENERAL**

Install built-up roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."

Start installation of built-up roofing membrane in presence of roofing system manufacturer's technical personnel.

Cooperate with testing and inspecting agencies engaged or required to perform services for installing built-up roofing system.

Coordinate installing roofing system components so insulation and roofing membrane sheets are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25°F of equiviscous temperature unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25°F of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.

## **ROOFING MEMBRANE INSTALLATION**

Install indicated number of ply sheets starting at low point of roofing system. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over and terminate beyond cants.

1. Embed each ply sheet in a solid mopping of hot roofing asphalt applied at rate required by roofing system manufacturer, to form a uniform membrane without ply sheets touching.

Cap Sheet: Install lapped granulated cap sheet starting at low point of roofing system. Offset laps from laps of preceding ply sheets and align cap sheet without stretching. Lap in direction to shed water. Extend cap sheet over and terminate beyond cants.

1. Embed cap sheet in a solid mopping of hot roofing asphalt applied at rate required by roofing system manufacturer.

## **FLASHING AND STRIPPING INSTALLATION**

Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:

1. Backer Sheet Application: Mechanically fasten backer sheet to walls or parapets. Adhere backer sheet over roofing membrane at cants in a solid mopping of hot roofing asphalt.
2. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot roofing asphalt applied at not less than 425°F. Apply hot roofing asphalt to back of flashing sheet if recommended by roofing system manufacturer.

## **WALKWAY INSTALLATION**

Walkway Pads: Install walkway pads using units of size indicated according to walkway pad manufacturer's written instructions.

## **FIELD QUALITY CONTROL**

Testing Agency: Engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.

Test Cuts: Before flood coating and surfacing built-up roofing membrane, test specimens shall be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:

1. Approximate quantities of components within roofing membrane shall be determined according to ASTM D 3617.
2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."

Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to the Engineer. Notify the Engineer 48 hours in advance of date and time of inspection.

Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

Additional testing and inspecting, at Contractor's expense, shall be performed to determine compliance of replaced or additional work with specified requirements.

## **PROTECTING AND CLEANING**

Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to the Engineer.

Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of project completion and according to warranty requirements.

Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

## **7.03 SHEET METAL FLASHING**

### **PART 1 - GENERAL**

#### **SUMMARY**

Scope: This work shall consist of fabricating, furnishing and installing sheet metal flashing in accordance with the details shown on the plans and these special provisions.

Sheet metal shall include metal flashings, counterflashings, straps, gutters, downspouts, roof jacks, gravel stops, reglets, copings, scuppers, conductor heads, and screen type vents.

Alternatives: Premolded roof flashings may be used in lieu of sheet metal flashings where shown on the plans.

#### **QUALITY ASSURANCE**

Codes and Standards: Sheet metal work shall be in accordance with the requirements in the latest edition of the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "Standard Practice in Architectural Sheet Metal Work."

### **PART 2 - PRODUCTS**

#### **MATERIALS**

Galvanized Sheet Steel: Galvanized sheet steel shall conform to ASTM Designation: A 653/A 653M with G 90 [Z275] coating, not less than 24-gage, unless otherwise shown on the plans. Surfaces to be painted shall not have factory coatings on galvanizing that cannot be removed by paint thinner.

Sheet Aluminum: Sheet aluminum shall be not less than 0.032 inch thick, mill finish, 3003-H14 alloy, conforming to ASTM Designation: B 209M.

Sheet Lead: Sheet lead shall be not less than 0.062 inch thick, conforming to ASTM Designation: B 749.

Premolded Roof Flashing: Premolded flashing shall be premolded neoprene or ethylene propylene diene monomer (EPDM) flashing, resistant to ozone and ultraviolet. Units shall have overlapping tab to flash the seam.

Hardware and Fastenings: Hardware and fastening for premolded roof flashings shall be stainless steel.

Solder: Solder shall conform to ASTM Designation: B 32, Alloy Grade Sn50.

Soldering Flux: Soldering flux shall be acid type, conforming to Federal Specification: O-F-506C, Type I, Form A.

Insect Screen: Insect screen shall be industrial wire cloth and screen, medium grade, 18 mesh, 0.017-inch diameter, 0.039-inch openings, plain weave, galvanized steel conforming to ASTM Designation: E 437.

Lap Joint Sealant: Lap joint sealant for concealed locations shall be a non-drying butyl.

Flashing Cement: Flashing cement shall be a bituminous plastic cement, asbestos free, conforming to ASTM Designation: D 4586, Type II.

Sealant: Sealant for exposed locations shall be a silicone sealant conforming to ASTM Designation: C 920.

Primer: Primer shall be as recommended by the sealant manufacturer.

Coal Tar Paint: Coal tar paint shall be coal-tar epoxy coating conforming to U.S. Corps of Engineers Specification: C-200 or Steel Structures Painting Council Paint Specification: SSPC-16-68T.

## **FABRICATION**

Sheet metal shall be assembled to Sheet Metal and Air Conditioning Contractors National Association Standards.

Sheet metal shall be formed to the sizes, shapes and dimensions shown on the plans or as specified herein with angles and lines straight, sharp and in true alignment. The number of joints shall be kept to a minimum.

Angle bends and folds for interlocking the metal shall be made with full regard for expansion and contraction to avoid buckling or fullness in the metal after it is installed.

Joints in sheet metal work shall be closed watertight unless slip joints are specifically required. Watertight joints shall be mechanically interlocked and then thoroughly soldered for metals other than aluminum. Watertight joints in aluminum or between aluminum and other metals shall be sealed with acrylic sealant.

Sheet metal joints to be soldered shall be cleaned with steel wool or other means, pre-tinned and soldered watertight.

All joints shall be wiped clean of flux after soldering. Acid flux shall be neutralized by washing the joints with sodium bicarbonate.

Flashings shall have a 45 degree drip return at bottom edges. Unless otherwise shown on the plans, counterflashing shall extend not less than 4 inches over roofing or other materials protected by the counterflashing and shall be arranged so that roofing or materials can be repaired without damage to the counterflashing. Where reglets are indicated, counterflashing shall be fastened by lead wedges or snap-in flashing.

## **PART 3 - EXECUTION**

Preparation: Surfaces to receive sheet metal shall be clean, smooth and free from defects.

Protection: Aluminum surfaces to be in contact with concrete, mortar, or dissimilar metals shall be given a heavy coat of coal tar paint.

## **INSTALLATION**

### Roof Penetration Flashings:

All pipes, ducts, vents and flues passing through roofs shall be made waterproof with flashings of storm collars or counterflashings.

Roof penetration flashings shall be fabricated from galvanized sheet steel, not less than 22-gage. Size and shape shall be as shown on the plans.

On built-up roofing, 2 flashings shall be furnished for each pipe, vent or flue through roof. Flashings shall be constructed so that the lower flashing shall sit directly on the roof deck, with the top flashing set over it on top of the roof felts.

The lower flashing shall be galvanized sheet metal, 22-gage, and extend 6 inches minimum from outside of the pipe in all directions and 1½ inches above the top of the roofing.

The top flashing shall be galvanized sheet steel or sheet lead as shown on the plans.

### Hung Gutters:

Hung gutters shall be fabricated from galvanized sheet steel, not less than 22-gage. Gutters shall be size and shape as shown on the plans.

Gutters shall be fabricated in sections not less than 10 feet in length. Use sections as long as practicable for lengths over 10 feet.

Joints shall be lapped at least 1½ inches, rivet and solder watertight. Butt type expansion joints, ¾ inch wide, shall be provided at midpoint between down spouts and where expansion joints occur in the structure.

### Downspouts:

Downspouts shall be fabricated from galvanized sheet steel, not less than 22-gage. Size and shape shall be as shown on the plans.

Downspouts shall be installed as shown on the plans, secured to the wall with straps near top, bottom and at intermediate points not more than 8 feet apart. Straps shall extend 2 inches out on wall and be secured with suitable anchors.

Unless otherwise shown on the plans, the lower end of downspout shall terminate with mitered 45 degree elbow.

Premolded Roof Flashings: Premolded roof flashings shall be installed in accordance with the manufacturer's instructions.

## **7.04 SEALANTS AND CAULKING**

### **PART 1 - GENERAL**

#### **SUMMARY**

Scope: This work shall consist of furnishing and applying sealants and caulking which are required for this project, but not specified elsewhere, in accordance with the details shown on the plans and these special provisions.

Related Work: Pourable polyurethane joint sealant shall conform to the requirements under "Joint Sealant" elsewhere in this Division 7.

## **QUALITY ASSURANCE**

Certificates of Compliance: Certificates of compliance shall be furnished for the sealants and caulking in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

## **SUBMITTALS**

Product Data: Manufacturer's descriptive data and installation instructions for all sealants shall be submitted for approval.

Samples: Color samples of all sealants shall be submitted for approval. Unless otherwise shown on the plans, colors will be selected by the Engineer from the manufacturer's standard colors.

## **PART 2 - PRODUCTS**

### **MATERIALS**

All sealants, primers and accessories shall be non-staining to adjacent exposed surfaces. Products having similar applications and usage shall be of the same type and same manufacturer. Gun consistency compound shall be used unless otherwise required by the job conditions.

Acrylic Sealant: Acrylic sealant shall be one compound, solvent release acrylic sealant.

Butyl Sealant: Butyl sealant shall be one component, skinning type.

Silicone Sealant: Silicone sealant shall be one component, low modulus building sealant. Sealant shall be tack-free in one hour, shall not sag or flow, shall be ozone resistant and capable of 100 percent extension without failure.

Joint Sealant: Joint sealant shall be a two-part, non sag polysulfide base, synthetic rubber sealant formulated from liquid polysulfide polymer.

Backer Rod: Backer rod shall be round, open or closed cell polyurethane. Backer rod shall be sized such that it must be compressed between 25 percent and 75 percent of its uncompressed diameter during installation in the joint.

Neoprene: Neoprene shall conform to the requirements of ASTM Designation: C 542.

## **PART 3 - EXECUTION**

### **APPLICATION**

Unless otherwise shown on the plans, sealants shall be applied in accordance with the manufacturer's instructions.

Silicone sealants shall not be used in locations where painting is required.

Butyl sealants shall not be used in exterior applications, and acrylic sealants shall not be used in interior applications.

Sealants shall be applied in a continuous operation for the full length of the joint. Immediately following the application of the sealant, the sealant shall be tooled smooth using a tool similar to that used to produce concave masonry joints. Following tooling, the sealant shall remain undisturbed for not less than 48 hours.

## **DIVISION 8. DOORS AND WINDOWS**

### **8.01 SECTIONAL OVERHEAD DOORS**

#### **PART 1 - GENERAL**

##### **SUMMARY**

Scope: This work shall consist of furnishing and installing sectional overhead doors with louvers and seals in accordance with the details shown on the plans and these special provisions.

##### **SUBMITTALS**

###### **Product Data:**

Manufacturer's descriptive data, roughing-in diagram and installation instructions for each size and type of door shall be submitted for approval.

Manufacturer's descriptive data shall include door panel construction and material thickness, door track size and material thickness, counterbalance spring service life and motor operator specifications.

Materials list shall contain all items proposed to be furnished and installed under this section of these special provisions.

Shop drawings shall show details of special components and installations which are not fully dimensioned or detailed in manufacturer's descriptive data.

##### **QUALITY ASSURANCE**

Single Source: Each sectional door shall be provided as a complete unit produced by one manufacturer, including frames, sections, bracket guides, tracks, counterbalance mechanisms, hardware, operators and installation accessories, to suit opening and head room available.

Wind Loading: Design and reinforce section overhead doors to withstand a 20 pounds per square foot wind load with a midspan deflection not to exceed 1/120 span.

##### **PROJECT/SITE CONDITIONS**

Existing Operations: The contractor's operation of overhead sectional door panel replacement shall not impact facility maintenance operations. While in the process of replacing the overhead sectional door panels in any opening, If the contractor fails to complete his panel replacement operation during his normal daily hours, the contractor shall be responsible for securing the equipment crew facility at his expense.

Hazardous Materials: Hazardous materials are present in overhead sectional door panel. A lead and asbestos sampling report dated November 25, 2006 by West Coast Safety Consultants is available as an information handout. Examine report to become aware of locations where hazardous materials are present.

Materials that are to be removed shall become the property of the Contractor and shall be disposed of off State property in accordance with county, state and federal laws, rules, and regulations.

## **PART 2 - PRODUCTS**

### **MANUFACTURERS**

Available Manufacturers: Subject to compliance with the specifications, manufacturers offering products which may be incorporated into the work include, but are not limited to the following: Clopay Corp.; Overhead Door Corp.; Raynor Garage Doors.

### **STEEL SECTIONS**

Door Sections:

Door sections shall be galvanized commercial quality steel sheets and a minimum of G60 zinc coating complying with ASTM Designation: A 525.

Face sheets shall be not less than 20-gage (0.0339 inch). Back sheet shall be not less than 26-gage (0.0169 inch).

Sections shall be fabricated from a single sheet to provide sections not more than 24 inches high, and nominal 2 inches deep. Meeting horizontal edges shall be rolled to a continuous shiplap, rabbeted, or keyed weather seal, with a reinforcing flange return.

Intermediate and end stiles shall be 16-gage galvanized steel welded in place. Intermediate stiles shall be spaced at not more than 48 inches on center.

Bottom section shall be reinforced with a continuous channel or angle conforming to the bottom section profile.

Finish: Finish shall be the manufacturer's standard baked on polyester or epoxy prime and finish coats, applied to interior and exterior faces.

### **ACCESSORIES**

Door Seals: Doors shall have perimeter gasket seals at head and jambs and seal shall have a replaceable vinyl or neoprene bottom seal.

Louvers: Louvers shall be 2-inch deep Z-shaped blades, formed from galvanized sheet steel not less than 0.028 inch thick (24-gage), set in a continuous channel frame, and with a 1/4-inch mesh bird-screen in a removable frame on inside.

### **HARDWARE**

Hardware shall be heavy-duty, rust-resistant, with galvanized or cadmium-plated or stainless steel fasteners, to suit type of door.

Hinges: Heavy steel hinges shall be provided at each end stile and at intermediate stiles, per manufacturer's recommendations for size of door.

Rollers: Rollers shall be heavy-duty with steel ball bearings in case-hardened steel races, mounted to suit slope of track. Rollers shall have case-hardened tires.

## **PART 3 - EXECUTION**

### **INSTALLATION**

Door, complete with necessary hardware, jamb and head mold stops, anchors, inserts, hangers, and equipment supports, shall be installed in accordance with the final drawings, manufacturer's installation instructions and these special provisions.

Install sectional overhead doors into existing track system and connect to existing operating equipment in accordance with manufacturer's instructions. Clean, adjust, and lubricate moving parts using methods recommended for new door installation.

## **DIVISION 9. FINISHES**

### **9.01 PAINTING**

#### **PART 1 - GENERAL**

Scope: This work shall consist of preparing surfaces to receive coatings, and furnishing and applying coatings, in conformance with the schedules and details shown on the plans and these special provisions.

The coatings specified in this section are in addition to any factory finishes, shop priming, or surface treatment specified elsewhere in these special provisions.

#### **DEFINITIONS**

Detergent Wash: Removal of dirt and water-soluble chemicals by scrubbing with a solution of detergent and water, and removal of all solution and residues with clean water.

Hand Cleaning: Removal of dirt, loose rust, mill scale, excess base material, filler, aluminum oxide, chalking paint, peeling paint, or paint that is not firmly bonded to the surfaces by using hand or powered wire brushes, hand scraping tools, power grinders, or sandpaper and removal of all loose particles and dust prior to coating.

Mildew Wash: Removal of mildew by scrubbing with a solution of detergent, hypochlorite-type household bleach, and warm water, and removal of all solution and residues with clean water.

Abrasive Blasting:

Removal of loosely adhering paint, dirt, rust, mill scale, efflorescence, weak concrete, or laitance, shall be by the use of airborne abrasives. Loose particles, dust, and abrasives shall be removed by blasting with clean, oil-free air.

Abrasives shall be limited to mineral grit, steel grit, or steel shot, and shall be graded to produce the surface profile recommended in the manufacturer's data sheet.

Steam Cleaning: Removal of oil, grease, dirt, or other foreign matter by using steam generated by commercial steam cleaning equipment, from a solution of water and steam cleaning compounds, and removal of all residues and cleaning compounds with clean water.

TSP Wash: Removal of oil, grease, dirt, paint gloss, and other foreign matter by scrubbing with a solution of trisodium phosphate and warm water, and removal of all solution and residues with clean water.

Water Blasting: Removal of dirt, loose scale, chalking, or peeling paint by low-pressure water cleaning. Water blasting shall be performed in conformance with the requirements in SSPC-SP12 and shall produce a surface cleanliness meeting the requirements of SSPC-SP12-WJ4. Equipment used shall have a minimum flow rate of 1.5 GPM. If a detergent solution is used, it shall be biodegradable and shall be removed from all surfaces with clean water.

Protection:

The Contractor shall provide protective devices, such as tarps, screens or covers, as necessary to prevent damage to the work and to other property or persons from all cleaning and painting operations.

Paint or paint stains on surfaces not designated to be painted shall be removed by the Contractor at the Contractor's expense and the original surface shall be restored.

## **SUBMITTALS**

Manufacturer's descriptive data, a materials list, and color samples shall be submitted for approval.

Product descriptive data shall include product description, manufacturer's recommendations for product mixing, thinning, tinting, handling, site environmental requirements, product application, and drying time.

Materials list shall include manufacturer's name, trade name, and product numbers for each type coating to be applied.

Color samples shall be manufacturer's color cards, approximately 2" x 3", for each color of coating shown on the plans. Color samples for stains shall be submitted on wood of the same species, color, and texture as the wood to receive the stain.

## **QUALITY ASSURANCE**

Certificates of Compliance: Certificates of Compliance shall be furnished when products are required to conform with the requirements of The Society for Protective Coatings (SSPC) in conformance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

## **REGULATORY REQUIREMENTS**

Coatings and applications shall conform to the rules for control of Volatile Organic Compound (VOC) emissions adopted by the air quality control district in the air basin in which the coatings are applied.

## **SITE ENVIRONMENTAL REQUIREMENTS**

Coatings shall be applied in conformance with the environmental constraints specified in the manufacturer's printed instructions. These conditions shall be maintained until the coating has cured and is ready for recoat.

Continuous ventilation shall be provided during application of the coatings.

Adequate lighting, as determined by the Engineer, shall be provided while surfaces are being prepared for coatings and during coating applications.

## **DELIVERY, STORAGE, AND HANDLING**

Products shall be delivered to the site in sealed, labeled containers and stored in a well-ventilated area at an ambient air temperature of not less than 45°F. Container labeling shall include manufacturer's name, type of coating, trade name, color designation, drying time, and instructions for tinting, mixing, and thinning.

## **MAINTENANCE STOCK**

Upon completion of coating work, a full one-gallon container of each type and color of finish coat and stain used shall be delivered to the location at the project site designated by the Engineer. Containers shall be tightly sealed and labeled with color, texture, and room locations where used, in addition to the manufacturer's standard product label.

## **PART 2 - PRODUCTS**

Products for each coating system shall be from a single manufacturer and shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI). Each product shall be shown on the MPI Approved Products List unless otherwise specified in these special provisions.

## **PART 3 - EXECUTION**

### **INSPECTION**

Coatings shall not be applied until surface preparation has been approved by the Engineer. The Contractor shall notify the Engineer at least 3 working days prior to the application of coatings.

### **SURFACE PREPARATION**

Surfaces scheduled to be coated shall be prepared in conformance with the coating manufacturer's printed instructions unless otherwise specified in these special provisions.

Hardware, cover plates, light fixture trim, and similar items shall be removed prior to preparing surfaces for coating. Following the application of the finish coating, the removed items shall be reinstalled in their original locations.

#### **Wood:**

Coatings for exterior applications shall have the surface lightly sanded no more than 24 hours prior to the coating application.

A sealer recommended by the coating manufacturer shall be spot applied to knots, sap, pitch, tar, creosote, and other bleeding substances.

After the application of the prime coat, all nail holes, cracks, open joints, dents, scars, and surface irregularities shall be filled, hand cleaned, and spot primed to provide smooth surfaces for the application of finish coats.

Irregularities in wood surfaces to receive a transparent stain finish shall be filled and hand cleaned after the first coat of stain has been applied. The color of the filler shall match the color of the stained wood.

Irregularities in wood surfaces to receive a clear finish shall be filled and hand cleaned before the application of coatings. The color of the filler shall match the color of the coated wood.

#### **Galvanized Metal:**

New surfaces shall be roughened by hand sanding or light abrasive blasting. Galvanizing shall not be removed during cleaning or roughening.

Damaged or corroded areas shall be cleaned and given 2 spot applications of a coating that conforms to the requirements in the Detailed Performance Standards of the MPI, and listed on MPI List "Number 18, Primer, Zinc Rich, Organic."

Steel and Other Ferrous Metals: Surface shall be cleaned in conformance with the requirements in SSPC-SP 1. Surface profile shall be as required for the coating system specified.

Aluminum and Other Non-ferrous Metals: Surface shall be cleaned in conformance with the requirements in SSPC-SP 1.

Concrete and Concrete Masonry Unit: New material shall be cleaned and prepared in conformance with the requirements in SSPC-SP 13. Cracks and voids shall be filled with cement mortar patching material. Concrete shall be cured until the surface moisture is below the level specified in the coating manufacturer's printed instructions.

Previously Coated Surfaces:

Dirt, oil, grease, or other surface contaminants shall be removed by water blasting, steam cleaning, or TSP wash. Minor surface imperfections shall be filled as required for new work. Mildew shall be removed by mildew wash. Chalking paint shall be removed by hand cleaning. The surfaces of existing hard or glossy coatings shall be abraded to dull the finish by hand cleaning or light abrasive blasting. Abrasive blasting shall not be used on wood or non-ferrous metal surfaces.

Chipped, peeling, blistered, or loose coatings shall be removed by hand cleaning, water blasting, or abrasive blasting. Bare areas shall be pretreated and primed as required for new work.

## **APPLICATION**

Coatings shall be applied in conformance with the printed instructions and at the application rates recommended by the manufacturer to achieve the dry film thickness stated in the coating technical data sheet.

Mixing, thinning and tinting shall conform to the manufacturer's printed instructions. After thinning, the coating shall conform to the regulatory requirements in these special provisions.

Coatings shall be applied only when surfaces are dry and properly prepared.

Cleaning and painting shall be scheduled so that dust and other contaminants from the cleaning process will not fall on wet, newly coated surfaces.

Materials required to be coated shall have coatings applied to all exposed surfaces, including the tops and bottoms of wood and metal doors, the insides of cabinets, and other surfaces not normally visible from eye level.

Surface Finish Application:

Each coat shall be applied to a uniform finish. Finished surfaces shall be free of surface deviations and imperfections such as skips, cloudiness, spotting, holidays, laps, brush marks, runs, sags, curtains, ropiness, improper cutting in, overspray, drips, ridges, waves, and variations in color and texture.

Each application of a multiple application finish system shall closely resemble the final color coat, except each application shall provide enough contrast in shade to distinguish the separate applications.

Work Required Between Applications:

Each application of material shall be cured in conformance with the coating manufacturer's printed instructions before applying the succeeding coating.

Enamels and clear finishes shall be lightly sanded, dusted, and wiped clean between applications.

Stain blocking primer shall be spot applied whenever bleeding substances are visible through the previous application of a coating.

Timing of Applications: The first application of the coating system shall be during the same work shift that the final surface preparation was performed. Additional coats shall be applied as soon as the required drying time of the preceding coat, specified in the coating manufacturer's printed instructions, has been met.

Application Methods:

Coatings shall be applied by brush, roller or spray. Rollers shall be of a type which do not leave a stippled texture in the paint film. Extension handles for rollers shall not be greater than 6 feet in length.

If spray methods are used, surface deviations and imperfections such as overspray, thickness deviations, lap marks, and orange peel shall be considered as evidence the work is unsatisfactory and the Contractor shall apply the remainder of the coating by brush or roller, as approved by the Engineer.

Back Priming:

The first application of the coating system shall be applied to all wood surfaces (face, back, edges, and ends) of wood materials that are not factory coated, immediately upon delivery to the project site. Surfaces of interior finish woodwork that adjoin concrete or masonry shall be coated with one application of exterior wood primer before installation.

Patches in Previously Coated Surfaces: Where patches are made on surfaces of previously coated walls or ceilings, the entire surface to corners on every side of the patch shall be coated with a minimum of one application of the finish coat.

Finishing Mechanical and Electrical Components:

Shop primed mechanical and electrical components shall be finish coated in conformance with the coating system specified for the substrate material. Louvers, grilles, covers, and access panels on mechanical and electrical components shall be removed and coated separately.

Interior surfaces of air ducts which are visible through grilles or louvers shall be coated with one application of flat black enamel, to limit of the sight line.

Exposed conduit, piping, and other mechanical and electrical components shall be painted.

Both sides and all surfaces, including edges and back of wood mounting panels for electrical and telephone equipment shall be finish coated before installing equipment.

## **CLEANING**

Upon completion of all operations, the coated surfaces shall be thoroughly cleaned of dust, dirt, grease, or other unsightly materials or substances.

Surfaces marred or damaged as a result of the Contractor's operations shall be repaired, at his expense, to match the condition of the surfaces prior to the beginning of the Contractor's operations.

## COATING SYSTEM

The surfaces to be coated shall be as shown on the plans and as specified in these special provisions. When a coating system is not shown or specified for a surface to be finish coated, the coating system to be used shall be as specified for the substrate material. The number of applications specified for each coating system listed herein is a minimum. Additional coats shall be applied if necessary to obtain a uniform color, texture, appearance, or required dry film thickness.

### SYSTEM 1- ALUMINUM AND OTHER NON-FERROUS METALS:

#### 2 Finish Coats:

Flat: Latex, exterior, MPI Gloss Level 1, MPI List Number 10  
Eggshell-like: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 3, MPI List Number 161  
Semi-Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 5, MPI List Number 163  
Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 6, MPI List Number 164

### SYSTEM 2- TILT-UP CONCRETE:

#### 2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10  
Semi-Gloss: Latex, Exterior, MPI Gloss Level 5, MPI List Number 11

### SYSTEM 3- GALVANIZED METAL:

#### 2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10  
Eggshell-like: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 3, MPI List Number 161  
Semi-Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 5, MPI List Number 163  
Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 6, MPI List Number 164

### SYSTEM 4- PREVIOUSLY COATED EXTERIOR SURFACES:

#### 2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10  
Low Sheen: Latex, Exterior, MPI Gloss Level 3/4, MPI List Number 15  
Semi-Gloss: Latex, Exterior, MPI Gloss Level 5, MPI List Number 11  
Gloss: Latex, Exterior, MPI Gloss Level 6, MPI List Number 119

### SYSTEM 5- STEEL AND OTHER FERROUS METALS, INTERIOR EXPOSURE

#### One Prime Coat:

Coating meeting the requirements of SSPC-Paint 15

### SYSTEM 6- STEEL AND OTHER FERROUS METALS, EXTERIOR EXPOSURE

#### 2 Prime Coats:

Primer: Rust Inhibitive, Water Based, MPI List Number 107

2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10

Eggshell-like: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 3, MPI List Number 161

Semi-Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 5, MPI List Number 163

Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 6, MPI List Number 164

SYSTEM 7- WOOD, PAINTED:

1 Prime Coat:

Primer: Latex for Exterior Wood, MPI List Number 6

2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10

Low Sheen: Latex, Exterior, MPI Gloss Level 3/4, MPI List Number 15

Semi-Gloss: Latex, Exterior, MPI Gloss Level 5, MPI List Number 11

Gloss: Latex, Exterior, MPI Gloss Level 6, MPI List Number 119

SYSTEM 8- EPOXY IMPREGNATED FIBER REINFORCEMENT:

1 prime coat: alkyd, exterior primer

2 finish coats: acrylic, exterior enamel, semi-gloss

**COLOR SCHEDULE**

Colors shall be as shown on the plans.

**DIVISION 10 THRU 14 (BLANK)**

**DIVISION 15. (BLANK)**

**DIVISION 16. ELECTRICAL**

**16.01 ELECTRICAL WORK**

**PART 1 - GENERAL**

**SUMMARY**

Scope: This work shall consist of performing electrical work in accordance with the details shown on the plans and these special provisions.

Electrical work shall include furnishing all labor, materials, equipment and services required to construct and install the complete electrical system shown on the plans and the work of installing electrical connections for controls specified elsewhere in these special provisions.

System layouts are generally diagrammatic and location of equipment is approximate. Exact routing of conduits and other facilities and location of equipment is to be governed by structural conditions and other obstructions, and shall be coordinated with the work of other trades. Equipment requiring maintenance and inspection shall be located where it is readily accessible for the performance of such maintenance and inspection.

## **QUALITY ASSURANCE**

Codes and Standards: All work performed and materials installed shall be in accordance with the CEC and the California Code of Regulations, Title 8, Chapter 4, "Electrical Safety Orders."

### **PART 2 - PRODUCTS (Not applicable)**

### **PART 3 - EXECUTION**

#### **TESTING**

After the electrical system installation work has been completed, the electrical system shall be tested in the presence of the Engineer to demonstrate that the electrical system functions properly. The Contractor shall make necessary repairs, replacements, adjustments and retests at his expense.

## **16.02 BASIC MATERIALS AND METHODS**

### **PART 1 - GENERAL**

#### **SUMMARY**

Scope: This work shall consist of furnishing and installing conduits, conductors, fittings, and wiring devices in accordance with the details shown on the plans and these special provisions.

Conduits, conductors, fittings, and wiring devices shall include those accessories and appurtenances, not mentioned, that are required for the proper installation and operation of the electrical system.

### **PART 2 - PRODUCTS**

#### **CONDUITS AND FITTINGS**

##### **Rigid Steel Conduit and Fittings:**

Rigid steel conduit shall be threaded, full weight rigid steel, hot-dip galvanized inside and outside with steel or malleable iron fittings. Fittings shall be threaded unless otherwise specified or shown on the plans.

Split or three-piece couplings shall be electroplated, malleable cast iron couplings.

Insulated grounding bushings shall be threaded malleable cast iron body with plastic insulated throat and steel, lay-in ground lug with compression screw.

Insulated metallic bushings shall be threaded malleable cast iron body with plastic insulated throat.

##### **Electrical Metallic Tubing (EMT) and Fittings:**

Electrical metallic tubing shall be formed of cold rolled strip steel, electrical resistance welded continuously along the longitudinal seam with zinc coating outside and enamel or lacquer coating inside.

Couplings shall be electroplated, rain and concrete tight, gland compression type, steel body couplings with malleable iron nuts.

Connectors shall be electroplated, rain and concrete tight, gland compression type, steel body connectors with male hub, malleable iron nut and insulated plastic throat.

## **CABLES AND CONDUCTORS**

### **Conductors:**

Conductors shall be stranded copper wire.

Conductor insulation types unless otherwise shown or specified, shall be as follows:

1. Conductors across hinges of control panel enclosures shall be Type MTW.
2. Conductors shall be type XHHW-2 in wet, underground, and outdoor locations.
3. Conductors shall be type THHN in dry locations.

Wire Connections and Devices: Wire connections and devices shall be pressure or compression type, except that connectors for No. 10 AWG and smaller conductors in dry locations may be preinsulated spring-pressure type.

## **MISCELLANEOUS MATERIALS**

Anchorage Devices: Anchorage devices shall be corrosion resistant, toggle bolts, wood screws, bolts, machine screws, studs, expansion shields, and expansion anchors and inserts.

### **Electrical Supporting Devices:**

Electrical supporting devices shall be one hole conduit clamps with clamp backs, hot-dipped galvanized, malleable cast iron.

Construction channel shall be 1 5/8 inches by 1 5/8 inches, 12-gage galvanized steel channel with 17/32-inch diameter bolt holes, 1 1/2 inches on center in the base of the channel.

## **PART 3 - EXECUTION**

### **INSTALLATION**

#### **Conduit:**

Rigid steel conduit shall be used unless otherwise shown on the plans or specified in these special provisions.

Electrical metallic tubing may be used in furred spaces and for exposed work indoors above the switch height.

Unless otherwise specified or shown on the plans, flexible metal conduit shall be used to connect suspended lighting fixtures, motors, HVAC equipment, and other equipment subject to vibration in dry locations.

#### **Conduit Installation:**

Conduit trade sizes are shown on the plans. No deviation from the conduit size shown on the plans will be permitted without written permission from the Engineer.

Conduits shall be tightly covered and well protected during construction using metallic bushings and bushing "pennies" to seal open ends.

Exposed conduit shall be installed parallel and at right angles to the building lines.

Expansion couplings shall be installed where conduit crosses a building separation or expansion joint.

Conduit Terminations:

Rigid steel conduits shall be securely fastened to cabinets, boxes and gutters using 2 locknuts and specified insulating metallic bushing. Electrical metallic tubing shall be securely fastened to cabinets, boxes and gutters using specified connectors. Conduit terminations at exposed weatherproof enclosures and cast outlet boxes shall be made watertight using specified hubs.

Grounding bushings with bonding jumpers shall be installed on all type of conduits terminating at concentric knockouts and on all conduits containing service conductors, grounding electrode conductor, and conductors feeding separate buildings.

Conductor and Cable Installation:

Conductors shall not be installed in conduit until all work of any nature that may cause injury is completed. Care shall be taken in pulling conductors that insulation is not damaged. An approved non-petroleum base and insulating type pulling compound shall be used as needed.

All cables shall be installed and tested in accordance with manufacturer's recommendations.

Splices and joints shall be insulated with insulation equivalent to that of the conductor.

Provide 6 inches of slack at each outlet and device connection. If the outlet or device is not at the end of a run of wire, connection shall be made with correctly colored pigtails tapped to the runs with splices as specified herein.

All pressure type connectors and lugs shall be retightened after the initial set.

Conductor Identification:

The neutral and equipment grounding conductors shall be identified as follows:

Neutral conductor shall have a white or natural gray insulation except that conductors No. 4 and larger may be identified by distinctive white marker such as paint or white tape at each termination.

Equipment grounding conductor shall be bare or insulated. If insulated, equipment grounding conductors shall have green or green with one or more yellow stripes insulation over its entire length except that conductors No. 4 and larger may be permanently identified by distinctive green markers such as paint or green tape over its entire exposed insulation.

Ungrounded feeder and branch circuit conductors shall be color coded by continuously colored insulation, except conductors No. 6 AWG or larger may be color coded by colored tape at each connection and where accessible. Ungrounded conductor color coding shall be as follows:

SYSTEM	COLOR CODE
120/240V-Single phase	Black, blue

Once an insulated circuit conductor, including grounded and ungrounded conductors, is identified with a specific color code, that color code shall be used for the entire length of the circuit.

Outlet, Device and Junction Box Installation:

Where exposed threaded steel conduits are connected to an outlet, device, or junction box below switch height, the box shall be a cast metal box. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall be sheet steel boxes. Weatherproof outlet, device and junction boxes shall have cast metal covers with gaskets. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall have standard galvanized covers.

Anchorage:

Anchorage devices shall be installed in accordance with the anchorage manufacturer's recommendations.