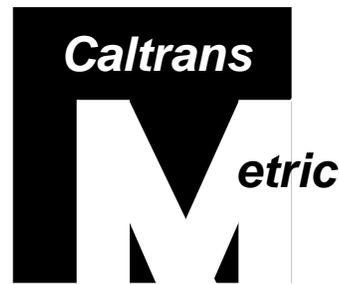


**** WARNING ** WARNING ** WARNING ** WARNING ****
This document is intended for informational purposes only.

Users are cautioned that Caltrans does not assume any liability or responsibility based on these electronic files or for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents. As always, for the official paper versions of the bidders and non-bidder packages, write to the California Department of Transportation, Plans and Bid Documents, Room 0200, P.O. Box 942874, Sacramento, CA 94272-0001, telephone (916) 654-4490 or fax (916) 654-7028. Office hours are 7:30 a.m. to 4:15 p.m. When ordering bidder or non-bidder packages it is important that you include a telephone and fax number, P.O. Box and street address so that you can receive addenda.

Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS
AND
SPECIAL PROVISIONS
FOR
BUILDING CONSTRUCTION
ON STATE HIGHWAY**

IN

**RIVERSIDE COUNTY ABOUT 12 km WEST OF BLYTHE
FROM 1.4 km WEST TO 0.8 km WEST OF MESA DRIVE
OVERCROSSING**

CONTRACT NO. 08-483104

08-Riv-010-R232.4

Bids Open: September 7, 2000

Dated: August 7, 2000

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DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 08-483104

08-Riv-010-R232.4

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT
PLANS FOR BUILDING CONSTRUCTION ON STATE HIGHWAY IN
RIVERSIDE COUNTY ABOUT 12 km WEST OF BLYTHE FROM 1.4 km WEST
TO 0.8 km WEST OF MESA DRIVE OVERCROSSING**

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on September 7, 2000, at which time they will be publicly opened and read in Room C - 1116 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 ON STATE HIGHWAY IN
RIVERSIDE COUNTY ABOUT 12 km WEST OF BLYTHE FROM 1.4 km WEST
TO 0.8 km WEST OF MESA DRIVE OVERCROSSING**

General work description: Construct a single bay canopy with rollup doors over existing inspection area

The foregoing is a general description of the work to be performed and the Department of Transportation does not expressly or by implication agree that the actual items or amount of work will correspond therewith.

This project has a goal of 3 percent disabled veteran business enterprise (DVBE) participation.

No pre-bid 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 a Class B or combination of C's license.

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 accordance with Business and Professions Code, Section 7029.1.

The Department of Transportation reserves the right to reject any or all bids.

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

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

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

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

Preference will be granted to bidders properly certified as a "Small Business" as determined by the Department of General Services, Office of Small Business Certification and Resources at the time of bid opening in accordance with the provisions in Division 0.027, "Small Business Preference," of the special provisions, and Section 1896 et seq, Title 2, California Code of Regulations. A form for requesting a small business preference is included with the bid documents. Applications for status as a "Small Business" must be submitted to the Department of General Services, Office of Small Business Certification and Resources, 1531 "I" Street, Second Floor, Sacramento, CA 95814, Telephone No. (916) 322-5060.

Contract No. 08-483104

A reciprocal preference will be granted to "California company" bidders in accordance with Section 6107 of the Public Contract Code. (See Divisions 0.028 and 0.03 of the special provisions.) A form for indicating whether bidders are or are not a "California company" is included in the bid documents and is to be filled in and signed by all bidders.

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.

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 August 7, 2000

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STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

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

JANUARY 1993

Issued by
DEPARTMENT OF TRANSPORTATION



INSTRUCTIONS TO BIDDERS

SECTION 1

PROPOSAL REQUIREMENTS AND CONDITIONS

1-1.01 GENERAL.—The bidder shall carefully examine the instructions contained herein and satisfy himself as to the conditions with which he 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 accordance with the laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

Attention is also directed to the provisions of Public Contract Code Section 10164, which provides as follows:

"10164. In all state projects where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made by the Controller unless and until the Registrar of Contractors certifies to the Controller that the records of the Contractors State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. The department shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract as provided in Section 10181 and shall result in the forfeiture of the security of the bidder."

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.

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 such investigations subject to and upon the conditions hereinafter set forth. Such investigations are made only for the purpose of study and design.

Where there has been prior construction by the Department or other public agencies within the project limits, records of such 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. Such 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 such prior projects.

Inspection of such 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, Sacramento, California. The records of investigations and project records are not a part of the contract and are available solely for the convenience of the bidder or contractor. It is expressly understood and agreed that the Department assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of project records, or of the interpretations set forth therein or made by the Department in its use thereof and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records are representative of those existing in or throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of investigations or compilation thereof made by the Department or from the Engineer, or his assistants, will in any way relieve the bidder or contractor from any risk or 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 his 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 provided.

The proposal shall be submitted intact in the bound book 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, P.O. Box 942874, Sacramento, California 94274-0001.

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 1/2 of one percent of his total bid, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing at Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said 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.

1-1.055 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.

1-1.06 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 such bidder, or any employee of such bidder who has a proprietary interest in such 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.

1-1.07 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 the bound book may be used. Upon request, "Bidder's Bond" forms may be obtained from the Department.

1-1.08 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 said

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 said Section 10232.

The statement required by said Section 10232 is on the page preceding the signature page of the Proposal.

1-1.09 WITHDRAWAL OF PROPOSALS.—Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the Office Engineer, Division of Construction. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.

1-1.10 PUBLIC OPENING OF PROPOSALS.—Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

1-1.11 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.

1-1.12 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 such 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 such circumstances.

1-1.13 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 his bid, 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.

1-1.14 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 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. Such award, if made, will be made within 30 days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 45 days after the opening of proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the third lowest responsible bidder. Such award, if made, will be made within 60 days after the opening of the proposals. The above time periods within which the award of contract may be made are subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

2-1.02 RETURN OF BIDDERS' SECURITIES.—The bidders' securities accompanying the proposals of the first, second and third lowest responsible bidders will be retained until the contract has been fully executed, after which all such bidders' securities, except bidders' bonds and any bidders' securities which have been forfeited, will be returned to the respective bidders whose proposals they accompany. The bidders' securities, 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.

Each of the 2 bonds shall be in a sum equal to at least one-half of the contract price, except as otherwise provided in Section 3248 of the Civil Code when the total amount payable is \$5,000,000 or more and except as otherwise provided in Section 30154 of the California Toll Bridge Authority Act.

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 EXECUTION OF CONTRACT.—The contract shall be signed by the successful bidder and returned, together with the contract bonds, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

2-1.05 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 and file acceptable bonds as provided herein within 8 days, not including Saturdays, Sundays and legal holidays, after such bidder has received the contract for execution shall be just cause for the forfeiture of the bidder's security. The successful bidder may file with the Department a written notice, signed by the bidder or his authorized representative, specifying that the bidder will refuse to execute the contract if presented to him. The filing of such 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 hereinbefore prescribed.

GENERAL CONDITIONS

SECTION 1

DEFINITIONS AND TERMS

1-1.01 GENERAL.—Whenever 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 sex.

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 accordance 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, copartnership, association, or any combination thereof, submitting a proposal for the work, acting directly, or through a duly authorized representative.

1-1.05 CONTRACT.—The agreement relating to the work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The contract incorporates all of the contract documents. The contract documents shall include the notice to contractors, the instructions to bidders, the proposal, plans, General Conditions, special provisions, contract bonds, addenda, and supplementary agreements. Supplementary agreements are written agreements providing for alterations, amendments, or extensions to the contract and include contract change orders.

1-1.06 CONTRACTOR.—The individual, firm, copartnership, corporation, association, or any combination thereof, who has entered into a contract with the Department of Transportation.

1-1.07 DAYS.—Unless otherwise designated, days as used in the contract documents will be understood to mean calendar days.

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 Deputy Director Transportation Engineering, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

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.

1-1.12 LABORATORY.—The Division of New Technology, Materials and Research 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 New Technology, Materials and Research, located at 5900 Folsom Boulevard, (P.O. Box 19128), Sacramento, CA 95819.

1-1.13 LEGAL HOLIDAYS.—Those days designated as State holidays in the Government Code.

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.

1-1.15 PLANS.—The official drawings including plans, elevations, sections, detail drawings, diagrams, plates, general notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details of the work. 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 him.

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.

1-1.21 STATE.—The State of California.

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.

1-1.23 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
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
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
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
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

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 AUTHORITY OF ENGINEER.—The contract shall be performed in a manner satisfactory to the Engineer who 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 shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

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 accordance 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.

2-1.03 COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.—These General Conditions, the plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

Plans shall govern over these General Conditions; the special provisions shall govern over both these General Conditions and the plans.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these General Conditions, the special provisions, or the plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of these General Conditions, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy, between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings and general notes shall prevail over drawings.

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. Such 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 said 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 such approval. 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 such 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 not exceed 22 inches by 36 inches.

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 such 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 accordance 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. Such 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 such 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 such 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 him from responsibility for errors in the submittals. A failure by the Contractor to identify in his 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 such 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, such 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 such 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 accordance 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 his 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 his 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 such 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, said 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.

Said 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 his 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, he shall be discharged immediately on the requisition of the Engineer, and such person shall not again be employed on the work.

2-1.09 INSPECTION.—The Contractor shall at all times permit the Engineer and his authorized agents to inspect the work or any part thereof. He shall maintain proper facilities and provide safe access for such 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 such work is in readiness for inspection and testing. Should any such 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, he shall give notice to the Engineer of such intention 48 hours prior to performing such work, or such longer period as may be specified so that the Engineer may make necessary arrangements.

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 him for such 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.

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; 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 such proposal. If a cost reduction proposal is similar to a change in the plans or special provisions, underconsideration by the Department for the project, at the time said proposal is submitted or if such a 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 such proposal and the Department reserves the right to make such changes without compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the work in accordance 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, such cost reduction proposal shall be deemed rejected.

The Engineer will determine the acceptability of a cost reduction proposal and the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the schedules of values if, in the judgment of the Engineer, such 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 such action 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 such proposal. Where such a condition is imposed, the Contractor shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the Department to deduct amounts payable to the Department from any monies 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 such acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this Section 2-1.11. Such change order shall incorporate the changes in the plans and special provisions which are necessary to permit the cost reduction proposal or such 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 said 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.

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 said 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 said 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 such proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to him prior to submission of the accepted cost reduction proposal and as to which such 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 such order. Changes or deviations from the contract shall not be made without authority in writing from the Engineer, and any 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 such 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 he considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate, or failure to submit such 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 accordance with 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 accordance with 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 accordance with 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 he differs from the Engineer's estimate of decreased cost, otherwise the decision of the Engineer to deduct his 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 his 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 such 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. Such 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 such 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 him 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 such 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 such equipment, and to return it to the source. If such 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 such 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 such work is performed by an authorized subcontractor, approved in accordance 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 said work including all markups specified in this Section 3-1.01E(4). Said 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 such 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 he investigated all possible means of obtaining such work at prevailing market values and that the excess cost could not be avoided by him. 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 accordance 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.

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 such 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, such 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 such 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.—Unless otherwise specified, all tests shall be performed in accordance 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 such 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 accordance with the referenced specification and furnished by the Contractor at his expense. The number of such 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.

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 such control. The test methods used for such quality control testing shall be as determined by the Contractor. The results of such testing shall be made available to the Engineer upon request. Such 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 such a certificate 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.

All 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 such material not conforming to such 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 RESPONSIBILITY

5-1.01 LAWS TO BE OBSERVED.—The Contractor shall keep informed of and observe, and comply with and cause all of his agents and employees to observe and comply with all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the work of the contract. If any conflict arises between provisions of the contract and any such law above referred to, the Contractor shall notify the Engineer at once in writing. The Contractor shall protect and indemnify the State or any of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by himself or his agents or employees.

5-1.01A HOURS OF LABOR.—Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, \$25 for each workman employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such workman 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 said Section 1815.

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 insure 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 state contractors and subcontractors having a construction contract or subcontract 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 shall comply with Labor Code Sections 1774 and 1775. Pursuant to said Section 1775 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 him or her or by any subcontractor under him or her 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 Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure 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 had knowledge of his or her obligations under the Labor Code. In addition to said penalty and pursuant to said Section 1775, the difference between such 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.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, 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 said Code, apprenticeship or other training programs authorized by Section 3093 of said 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. These wage rates are included in the book entitled "Proposal and Contract" for the project.

The wage rates determined by the Director of Industrial Relations included in the Proposal and Contract 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 included in the Proposal and Contract 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. Changes, if any, to the general prevailing wage rates will be available at the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and at the Labor Compliance Office in the district offices of the Department of Transportation.

The prevailing wage rates to be posted at the job site will be furnished by the Department.

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 his 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 of Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in accordance with the requirements in said Section 1773.8.

5-1.01E PAYROLL RECORDS.—The Contractor's attention is directed to the provisions of Labor Code Section 1776, a portion of which is quoted below. Regulations implementing said Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by his subcontractors.

"(a) Each contractor and subcontractor shall keep an accurate payroll record, 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.

"(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 copies thereof made; provided, however, that 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) Each contractor 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.

"(d) 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 such a manner 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 performing the contract shall not be marked or obliterated.

"(e) 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.

"(f) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. Should noncompliance still be evident after the 10-day period, the contractor 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."

The Contractor shall submit weekly a copy of all payrolls to the Engineer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those determined by the Department of Transportation. The Contractor and subcontractor shall use Department of Transportation certification set forth on Form HC-348 or the same certification appearing on the reverse side of optional Department of Transportation Form HC-347, or any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

The payrolls and payroll records shall contain the full name, address and social security number of each employee, his 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 his name appears.

If, on or before the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the Department will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in this contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve his payroll records for a period of 3 years from the date of completion of the contract.

5-1.01F TRENCH SAFETY.—Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval, from the Engineer, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench, and any design calculations used in the preparation of such detailed plan. Such detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If such plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least 3 weeks before the Contractor intends to begin excavation for the trench.

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 insure 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, 525 Golden Gate Avenue, San Francisco, California, 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 WORKERS' COMPENSATION.—Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"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."

Said certification is included in the contract, and signature and return of the contract as provided in Section 2-1.04, "Execution of Contract," of the Instructions to Bidders shall constitute signing and filing of the said certificate.

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 said 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 said authorizations. In the event the obtaining of said 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 said 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. All permits and licenses shall be obtained in sufficient time to prevent delays to the work.

5-1.01O ASSIGNMENT OF ANTITRUST ACTIONS.—The Contractor's attention is directed to the following provision of Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and his 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.

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 such laws.

Said 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 his assignees with reference to amounts withheld for such penalties or forfeitures; and that such 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 such penalties and forfeitures is not a prerequisite for such suits and such claims will not be considered.

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 such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

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 such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the contract.

5-1.03 RESPONSIBILITY FOR DAMAGE.—The State and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workmen or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

The Contractor shall indemnify and save harmless the State of California and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the performance of a contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the State, its officers or employees.

It is the intent of the parties that the Contractor will indemnify and hold harmless the State, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the State, the Contractor, the subcontractor or employee of any of these, other than the active negligence of the State, its officers or employees.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the Department may be retained by the State of California until disposition has been made of such suits or claims for damages as aforesaid.

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

1. The Department will give the Contractor 30 days notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment made after acceptance of the contract may be made without such 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 these General Conditions.

3. If the Department has retained funds and it is subsequently determined that the State is not entitled to be indemnified and saved harmless by the Contractor in connection with the matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

The Department will consider proposals by the Contractor to enter into special arrangements, such as posting securities or bonds acceptable to the Department, in lieu of the retention of funds. Such special arrangements shall be in writing, and approved by the surety on the performance bond and by the surety on the payment bond.

No funds will be retained or continue to be retained under the following terms and conditions:

A. The Contractor establishes to the satisfaction of the Department that at the time of the accident or occurrence giving rise to a claim or lawsuit against the State, the Department or its officers and employees, he had in full force and effect the following Bodily Injury Liability and Property Damage Liability insurance:

(1) Contractual Liability Insurance for liability assumed by the Contractor under agreement with the State of California. Such insurance as is afforded by the policy to the Contractor for Contractual Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions. The minimum limits of liability for this insurance shall be as indicated in either (a) or (b) as follows:

(a)	Bodily Injury Liability	\$ 500,000 (Each Person)	\$ 1,000,000 (Each Occurrence)
	Property Damage Liability	\$ 250,000 (Each Occurrence)	\$ 500,000 (Aggregate)
(b)	A single limit for Bodily Injury Liability and Property Damage Liability combined of	\$ 500,000 (Each Occurrence)	\$ 500,000 (Aggregate)

(2) An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the State, the Department and its officers and employees as additional insureds in the form approved by the Department shall also be furnished. A copy of the approved endorsement form may be obtained from the Department of Transportation, 1120 N Street, Sacramento, California, 94274-0001, and at the offices of the District Directors of Transportation in the various Transportation Districts.

B. Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements of Paragraph A herein shall be furnished to the Department by Certificate of Insurance in the form as approved by the Department within 30 days after obtaining said insurance. A copy of the approved certificate form may be obtained from the Department of Transportation, 1120 N Street, Sacramento, California, 94274-0001, and at the offices of the District Directors of Transportation in the various Transportation Districts.

C. Such insurance shall be issued by a company or companies authorized to transact business in the State of California.

D. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State from taking such other actions as is available to it under any other provision of this contract (except retainage of money due the Contractor) or otherwise in law.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed hereunder, all in the same manner and to the same extent as provided above for the

protection of the State of California and all officers and employees thereof connected with the work, except that no retention of money due the Contractor under and by virtue of the contract will be made by the State of California pending disposition of suits or claims for damages brought against the said county, city or district.

Nothing in the contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

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 such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the Department. If the Contractor carries insurance against damage to such premises or against liability to third persons covering the premises so used and occupied by the Department, and if such occupancy results in increased premiums for such insurance, the Department will pay to the Contractor the added cost for such insurance during the period of occupancy.

Such 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 such 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 he 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 such 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 at his own 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 such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, he shall observe at his own cost any special precautions required. 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 in the plans or in special provisions, or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then he 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 such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the work described in such written order, and compensation therefor will be made in accordance with Section 3, "Changes in the Work", of these General Conditions relating to changes in the work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the Engineer, then he shall be liable for any or all damage to such utilities or other work of the contract which arises from his operations subsequent to discovery thereof, and he shall repair and make good such damage at his own cost.

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 Payment," of these General Conditions for

material delivered on the ground or stored subject to or under the control of the State and unused. All such 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 said Section 7-1.05.

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 said suspension.

5-1.09 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.

5-1.10 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.

5-1.11 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 such forces within or adjacent to said limits, the Contractor shall cooperate with all such 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 such 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 his personal attention to the fulfillment of the contract and shall keep the work under his control. When any subcontractor fails to prosecute a portion of the work in a manner satisfactory to the Engineer, the Contractor shall remove such subcontractor immediately upon written request of the Engineer, and he 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 such 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 said contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that said 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.

The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on his bid proposal without the written approval of the Engineer. Substitutions must be in accordance 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 his surety of their responsibilities under the contract nor will the Director consent to any assignment of a part of the work under the contract.

The Contractor may assign moneys due or to become due him under the contract and such assignment will be recognized by the Department, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the Department and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Department for the completion of the work in the event that the Contractor should be in default therein.

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 his 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 him in advance of the said date of approval shall be considered as having been done by him at his own risk and as a volunteer unless said contract is so approved.

The delivery to the State for execution and approval of the contract properly executed on behalf of the Contractor and surety and the 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 his 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 his expense do such work as 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 such delay, hindrance or interference would have been compensable hereunder had work been commenced on the date of such 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 his choice or, if requested, the Engineer will furnish a form for the Contractor's use. If the Engineer furnishes a form, he 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 he will start the several salient features of the work, and the contemplated dates for completing the said 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 accordance 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 such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem 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 such 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 such days are working days within the meaning of the definition set forth in said Section 6-1.07.

In the event of a suspension of work under any of the conditions set forth in this Section 6-1.06, such suspension of work shall not relieve the Contractor of his 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 such 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 such 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 such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its 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 his 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 such 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 said day and the major portion of the day could be considered to be suitable for such 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 such 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 he 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 accordance 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 such 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 said 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 he may deem best to serve the interest of the State, and if he decides to increase the said number of working days, he shall further have the right to charge to the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as he 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 such extension, except that cost of preparation of final statement shall not be included in such 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, tidal waves, 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 any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his 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 he has diligently made every effort to obtain such 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 such 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,"

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 such 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 any such delay. The Engineer shall ascertain the facts and the extent of the delay.

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 said 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 such 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 such 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 such 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 such 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 such materials have been stored in the manner and at the locations he 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 such 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 such other work as may have been ordered to secure the project for termination, he will recommend that the Director formally accept the contract, and immediately upon and after such acceptance by the Director, the Contractor will not be required to perform any further work thereon and shall be relieved of his 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 such 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 he 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 said 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 his subcontractors, necessary to determine compensation in accordance with 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 such 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 his 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 he abandons the work and the contract work is completed in conformance with the provisions of Section 10255 of the State Contract Act, any dispute concerning the amount to be paid by the State to the Contractor or his surety or to be paid to the State by the Contractor or his surety, under the provisions of Section 10258 of said Act, shall be subject to arbitration in accordance with Section 7-1.10, "Arbitration," of these General Conditions. The surety shall be bound by the arbitration award and is entitled to participate in such 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 accordance 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 shall relieve 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.—The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence or other cause unless he shall have given the Engineer due written notice of potential claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

It is the intention of this Section 7-1.03 that differences 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 such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

7-1.04 STOP NOTICES.—The State of California, by and through the Department or other appropriate State office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Section 3179 et seq of the Civil Code.

Stop notice information may be obtained from the Departmental Disbursing Office at 1801 30th Street, East Building, Sacramento, California.

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 such estimate, and the value thereof. Such acceptable materials shall include materials that are furnished and delivered to the work site and are not incorporated in the work.

The Department shall retain 10 percent of such estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and not incorporated in the work as aforesaid 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 said 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 such 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 withheld 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 will said amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. Such reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Disbursing Officer of the Department; the signature of the person executing the approval for the surety shall be properly acknowledged and

the power of attorney authorizing him to give such consent must either accompany the document or be on file with the Department.

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 kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

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

Attention is directed to the express prohibition against payment to unlicensed contractors contained in Public Contract Code Section 10164, the provisions of which are set forth in Section 1-1.02, "Contractor's Licensing Laws," of the Instructions to Bidders.

7-1.06 PAYMENT OF WITHHELD FUNDS.—Attention is directed to Section 7-1.05, "Partial Payments," of these General Conditions and in particular to the retention provisions of said Section 7-1.05.

Upon the Contractor's request, pursuant to Public Contract Code Section 10263, the Department will make payment of funds withheld from progress payments to ensure performance of the contract if the Contractor deposits in escrow with the State Treasurer, or with a bank acceptable to the Department, securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

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.

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 such agreement.

7-1.07 FINAL PAYMENT AND CLAIMS.—After acceptance of the work by the Director, the Department will make a final monthly payment pending approval of the final statement. The final monthly payment will be the balance found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the contract, and such further amounts as the Engineer determined to be necessary pending approval of the final statement. The Engineer will promptly submit to the Contractor a final statement of the sum due the Contractor under the contract. Said statement shall take into account the contract price, as adjusted by any change order; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the contract. Within 30 days after the receipt thereof, the Contractor shall approve such statement or submit a written statement of all claims he has arising under or by virtue of the contract. The approval of said statement or the failure to file a claim within said 30 day period shall constitute a waiver by the Contractor of any additional right to compensation under or by reason of the contract and the payment so made by the State shall thereupon become a complete statement between the State and the Contractor.

To constitute the filing of a claim, the Contractor shall set forth in writing the basis for the claim and the amount of money for which demand is made and shall submit the same to the Engineer. No demand by the Contractor shall be recognized as a claim by the State unless it is filed in accordance with this paragraph.

The claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. The Engineer will consider and determine the Contractor's claims and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in his claims. Failure to submit such information and details will be sufficient cause for denying the claims.

The Deputy Director Transportation Engineering will make the final determination of any claims which remain in dispute after completion of claim review by the District administering the contract. A board or person designated by said Deputy Director will review such claims and make a written recommendation thereon. The Contractor may meet with the review board or person to make a presentation in support of such claims.

The Engineer shall examine any claim so filed and, if he finds the claim to be proper, he shall promptly cause a State warrant to be issued in the amount he finds due upon such claim. If the Engineer finds that any such claim is without merit he shall so notify the Contractor. The finding by the Engineer, on any such claim shall be binding and conclusive upon the State and the Contractor as to all questions relating to the performance of the contract and the

amount to be paid thereunder except as otherwise provided in Section 7-1.08, "Clerical Errors," of these General Conditions.

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 said 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 such payment shall be made.

7-1.09 GUARANTEE.—The Contractor hereby unconditionally guarantees that the work will be done in accordance 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 accordance 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 accordance with the requirements of the contract or any defects in the work, he 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 he fails to comply, he does hereby authorize the Department to proceed to have such work done at the Contractor's expense and he 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 accordance 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 said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 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.

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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SPECIAL PROVISIONS

Annexed to Contract No. 08-483104

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS

0.01 INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

The work embraced herein shall be done in accordance with the Instructions to Bidders And General Conditions For Building Construction of the Department of Transportation, dated January, 1993, a single publication attached hereto and referred to herein as "Instructions to Bidders" and "General Conditions", and in accordance with 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 such conflicting portions.

0.02 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 he must observe in the preparation of the proposal form and the submission of the bid.

The third paragraph of Section 1-1.02, "Contractor's Licensing Laws," of the Instructions to Bidders is amended to read:

Attention is also directed to the provisions of 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.

In addition to the subcontractors required to be listed in accordance with Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders, each proposal shall have listed therein the name and address of each DVBE subcontractor to be used for credit in meeting the goal, and to whom the bidder proposes to directly subcontract portions of the work. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 1-1.07, "Proposal Guaranty," of the Instructions to Bidders will be found following the signature page of the Proposal.

In accordance 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.

0.024 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

Section 10115 of the Public Contract Code requires the Department to implement provisions to establish a goal for disabled veterans business enterprise (DVBE) in contracts.

It is the policy of the Department that disabled veteran business enterprise (DVBE) shall have the maximum opportunity to participate in the performance of contracts financed solely with state funds. The Contractor shall ensure that DVBEs have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the Department may deem appropriate.

Bidder's attention is directed to the following:

(a) "Disabled veteran business enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business Certification and Resources, Department of General Services.

(b) A DVBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;

(c) Credit for DVBE prime contractors will be 100 percent.

(d) A DVBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DVBE

joint venture partner must share in the ownership, control, management responsibilities, risks and profits of the joint venture. The DVBE joint venturer must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Division 0.03A, "DVBE Information," elsewhere in these special provisions;

(e) A DVBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;

(f) Credit for DVBE vendors of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods;

(g) Credit for trucking by DVBEs will be as follows:

(1) One hundred percent of the amount to be paid when a DVBE trucker will perform the trucking with his/her own trucks, tractors and employees;

(2) Twenty percent of the amount to be paid to DVBE trucking brokers who do not have a "certified roster";

(3) One hundred percent of the amount to be paid to DVBE trucking brokers who have:

a. signed agreements that all trucking will be performed by DVBE truckers if credit is toward the DVBE goal;

b. a "certified roster" showing that all trucks are owned by DVBEs; and

c. a signed statement on the "certified roster" that indicates that 100 percent of revenue paid by the broker will be paid to the DVBEs listed on the "certified roster".

(4) Twenty percent of the amount to be paid to trucking brokers who are not a DVBE but who have:

a. signed agreements with DVBE truckers assuring that at least 20 percent of the trucking will be performed by DVBE truckers if credit is toward the DVBE goal;

b. a "certified roster" showing that at least 20 percent of the number of trucks are owned by DVBE truckers; and

c. a signed statement on the "certified roster" that indicates that at least 20 percent of the revenue paid by the broker will be paid to the DVBEs listed on the "certified roster".

The "certified roster" referred to herein shall conform to the requirements in Division 0.03A, "DVBE Information," elsewhere in these special provisions;

(h) DVBEs and DVBE joint venture partners must be certified DVBEs as determined by the Department of General Services, Office of Small Business Certification and Resources, 1531 "I" Street, Second Floor, Sacramento, CA 95814, 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;

(i) Noncompliance by the Contractor with these requirements constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

0.025 DVBE GOAL FOR THIS PROJECT

The Department has established the following goal for disabled veteran business enterprise (DVBE) participation for this project:

Disabled veteran business enterprise (DVBE), 3 percent.

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.

The Office of Small Business Certification and Resources, Department of General Services, may be contacted at (916) 322-5060 or visit their internet web site at <http://www.osmb.dgs.ca.gov/> for program information and certification status. The Department's Business Enterprise Program may also be contacted at (916) 227-9599 or the internet web site at <http://www.dot.ca.gov/hq/bep/>.

0.027 SMALL BUSINESS PREFERENCE

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

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

Bidders who wish to be classified as a small business under the provisions of said laws and regulations, shall be certified as small business by the Department of General Services, Office of Small Business Certification and Resources, 1531 "I" Street, Second Floor, Sacramento, CA 95814.

To request small business preference, bidders shall fill out and sign the Request for Small Business Preference form in the Proposal and shall attach a copy of their Office of Small Business Certification and Resources (OSBCR) Small Business Certification letter to the form. The bidder's signature on the Request for Small Business Preference certifies, under penalty of perjury, that the bidder is certified as small business at the time of bid opening and further certifies, under penalty of perjury, that under the following conditions, at least 50 percent of the subcontractors to be utilized on the project are either certified small business or have applied for small business certification by bid opening date and are subsequently granted small business certification.

The conditions requiring the aforementioned 50 percent level of subcontracting by small business subcontractors apply if:

1. The lowest responsible bid for the project exceeds \$100 000, and
2. The project work to be performed requires a Class A or a Class B contractor's license, and
3. Two or more subcontractors will be used.

If the above conditions apply and small business preference is granted in the award of the contract, the 50 percent small business subcontractor utilization level shall be maintained throughout the life of the contract.

0.028 CALIFORNIA COMPANY PREFERENCE

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

In accordance 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.

0.03 SUBMISSION OF DVBE INFORMATION AND 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 submittal of DVBE information and award and execution of contract.

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.

It is the bidder's responsibility to meet the goal for DVBE participation or to provide information to establish that, prior to bidding, the bidder made a good faith effort to do so.

0.03A DVBE INFORMATION

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 Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DVBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. 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 the DVBE goal will be met or that a good faith effort to meet the goal has been made.

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 information to show that the DVBE goal will be met shall include the names of DVBEs and DVBE joint venture partners to be used, 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. (Note: DVBE subcontractors to whom the bidder proposes to directly subcontract portions of the work are to be named in the bid. - See Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders and Division 0.02, "Proposal Requirements and Conditions," of these special provisions, regarding listing of proposed subcontractors).

If credit for trucking by a DVBE trucking broker is shown on the bidder's information as 100 percent of the revenue to be paid by the broker is to be paid to DVBE truckers, a "certified roster" of the broker's trucks to be used must be included. The "certified roster" must indicate that all the trucks are owned by certified DVBEs and must show the DVBE truck numbers, owner's name, Public Utilities Commission Cal-T numbers, and the DVBE certification numbers. The roster must indicate that all revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

If credit for trucking by a trucking broker who is not a DVBE is shown in the bidder's information, a "certified roster" of the broker's trucks to be used must be included. The "certified roster" must indicate that at least 20 percent of the broker's trucks are owned by certified DVBEs and must show the DVBE truck numbers, owner's name, Public Utilities Commission Cal-T numbers, and the DVBE certification number. The roster must indicate that at least 20 percent of the revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

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

- (1) Contact was made with the Office of Small Business Certification and Resources (OSBCR), Department of General Services or their web site at <http://www.osmb.dgs.ca.gov/> 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.

0.03B AWARD OF CONTRACT

Section 2-1.01, "Award of Contract," of the Instructions to Bidders is amended to read:

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. Such award, if made, will be made within 30 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

The award of contract, if it be awarded, 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 effort to do so. Meeting the goal for DVBE participation or demonstrating, to the satisfaction of the Department, good faith effort to do so is a condition for being eligible for award of contract.

A "Vendor 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 and contract bonds. For the purposes of the form, vendor 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 "Vendor 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 "Vendor Data Record" form is in addition to any other retention of payments due the Contractor.

Attention is also directed to "Small Business Preference" of these special provisions. Any bidder who is certified as a small business by the Department of General Services, Office of Small Business Certification and

Resources will be allowed a preference in the award of this contract, if it be awarded, under the following conditions:

- (1) The apparent low bidder is not certified as a small business, or has not filled out and signed the Request for Small Business Preference included with the bid documents and attached a copy of their Office of Small Business Certification and Resources (OSBCR) Small Business Certification letter to the form; and
- (2) The bidder filled out and signed the Request for Small Business Preference form included with the bid documents and attached a copy of their Office of Small Business Certification and Resources (OSBCR) Small Business Certification letter to the form.

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, said amount not to exceed \$50 000. If this reduction results in the small business contractor becoming the 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.

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, 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 nonsmall business bidders in that the application of the "California company" preference for which nonsmall business bidders may be eligible shall not result in the denial of the award to a small business bidder.

0.04 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 6-1.03, "Beginning of Work," in Section 6-1.07, "Time of Completion," and in Section 6-1.08, "Liquidated Damages," of the General Conditions and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

Said work shall be diligently prosecuted to completion before the expiration of

75 WORKING DAYS

beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$250.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

0.05 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 5-1.01B, "Labor Nondiscrimination," of the General Conditions, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

0.051 CONTRACT BONDS

Attention is directed to Section 2-1.03, "Contract Bonds," of the Instructions to Bidders and these special provisions.

The payment bond shall be in a sum not less than the following:

1. One hundred percent of the total amount payable by the terms of the contract when the total amount payable does not equal or exceed five million dollars (\$5 000 000).
2. Fifty percent of the total amount payable by the terms of the contract when the total amount payable is not less than five million dollars (\$5 000 000) and does not exceed ten million dollars (\$10 000 000).

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3. Twenty-five percent of the total amount payable by the terms of the contract when the total amount payable exceeds ten million dollars (\$10 000 000).

0.0515 TRANSPORTATION LABORATORY

Section 1-1.12, "Laboratory," of the General Conditions is amended to read:

1-1.12 LABORATORY.—The Office of Materials and Foundations 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 Office of Materials and Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819.

The telephone number of the "Transportation Laboratory" is (916) 227-7000.

0.0516 ABBREVIATIONS

Section 1-1.26, "Abbreviations," of the General Conditions, is amended by adding the following abbreviations:

CBC California Building Code
CEC California Electrical Code

0.052 LABOR CODE REQUIREMENTS

Section 5-1.01A, "Hours of Labor," of the General Conditions is amended to read:

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.

Section 5-1.01C, "Prevailing Wage," of the General Conditions is amended to read:

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 the 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 shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining 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 shall 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 retain 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 shall 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 shall pay any money retained 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 shall pay all moneys retained from the subcontractor to the Department. These moneys shall be retained by the Department 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.

Section 5-1.01E, "Payroll Records," of the General Conditions is amended to read:

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 penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

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.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the Department will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that this retention shall not exceed \$10,000 nor be less than \$1000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

0.0525 INDEMNIFICATION AND INSURANCE

Section 5-1.03, "Responsibility for Damage," of the General Conditions is deleted. All references to Section 5-1.03 in the Contract documents shall be deemed to mean Sections 5-1.031, "Indemnification," and 5-1.032, "Insurance," as added below.

The General Conditions is amended by adding the following Section 5-1.031, "Indemnification," and Section 5-1.032, "Insurance," before Section 5-1.04, "Occupancy by the Department Prior to Acceptance":

5-1.031 Indemnification.—With the exception that this section shall in no event be construed to require indemnification by the Contractor to a greater extent than permitted by law, the Contractor shall defend, indemnify and save harmless the State, including its officers, directors, agents (excluding agents who are design professionals), and employees, and each of them (Indemnitees), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (Claims), arising out of or in connection with the Contractor's performance of this contract for:

- A. 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, State, Department, or any other contractor and;
- B. 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, the indemnification provisions above shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code section 2782. Further, the Contractor's indemnity obligation shall not extend to Claims to the extent they arise from any defective or substandard condition of the roadway which existed at or prior to the time the Contractor commenced work, unless this 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. The Contractor's indemnity obligation shall extend to Claims arising after the work is completed and accepted only if these Claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work. No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of this section.

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 determines that the Contractor is not liable to the claimant. The Contractor will 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, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the Department, may be retained by the State until disposition has been made of the claim or suit for damages, 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 any and all rights of any type to express or implied indemnity against the State, its directors, officers, employees, or agents (excluding agents who are design professionals).

5-1.032 Insurance.—Insurance shall conform to the following requirements:

5-1.032A Casualty Insurance.—The Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to the Department as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by the State. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to the Department through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure.

5-1.032A(1) Workers' Compensation and Employer's Liability Insurance.—Workers' Compensation insurance shall be provided as specified in Section 7-1.01A(6), "Workers' Compensation." Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1 000 000 for each accident for bodily injury by accident.
- (b) \$1 000 000 policy limit for bodily injury by disease.
- (c) \$1 000 000 for each employee for bodily injury by disease.

If there is an exposure of injury to the Contractors' 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.

5-1.032A(2) Liability Insurance.—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 limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment
- (b) products and completed operations
- (c) broad form property damage (including completed operations)
- (d) explosion, collapse and underground hazards
- (e) personal injury
- (f) contractual liability

5-1.032A(3) Liability Limits/Additional Insureds.—The limits of liability shall be at least:

- (a) \$1 000 000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2 000 000 aggregate for products-completed operations.
- (c) \$2 000 000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5 000 000 umbrella or excess liability. For projects over \$25 000 000 only, an additional \$10 000 000 umbrella or excess liability (for a total of \$15 000 000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5 000 000 or \$15 000 000 aggregate limits. Further, 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 State and the Department, including their officers, directors, agents (excluding agents who are design professionals), and State 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 shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced 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; or
- (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 which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the Department or State will be excess only and shall not be called upon to contribute with this insurance. Such 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).

5-1.032B Automobile Liability Insurance.—The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned 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 5-1.032A(3), "Liability Limits/Additional Insureds," shall also apply to automobile liability.

5-1.032C Policy Forms, Endorsements and Certificates.—The Contractor's General Liability Insurance shall be provided 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.

Evidence of insurance in a form acceptable to the Department, including the required "additional insured" endorsements, shall be furnished by the Contractor to the Department at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to the Department. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. The Department may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Standard ISO form CG 0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of the Department. Regardless of the allowance of exclusions or deductions by the Department, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to the Department is consistent with the requirements of this section.

5-1.032D Enforcement.—The Department may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish the Department with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, the Department may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of Department, but any acceptance of insurance certificates by the Department shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless the State, its officers, agents, and employees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State from taking other actions as is available to it under any other provision of the contract or law. Failure of the Department to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

5-1.032E Self-Insurance.—Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the State with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

5-1.032F Miscellaneous.—Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these Standard Specifications, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

0.053 NOTICE OF POTENTIAL CLAIM

Section 7-1.03, "Notice of Potential Claim," of the General Conditions is amended to read:

7-1.03 Notice of Potential Claim.—The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 2-1.045, "Differing Site Conditions," or Section 6-1.08, "Liquidated Damages," or Section 5-1.06, "Responsibility for Utilities," of these General Conditions.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 7-1.03 that differences 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 such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

0.054 PARTIAL PAYMENTS

The last paragraph of Section 7-1.05, "Partial Payments," of the General Conditions is amended to read:

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.

0.055 PAYMENT OF WITHHELD FUNDS

Section 7-1.06, "Payment of Withheld Funds," of the General Conditions, is amended by adding the following after the third paragraph:

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.

0.056 FINAL PAYMENT AND CLAIMS

Section 7-1.07, "Final Payment and Claims," of the General Conditions is amended to read:

7-1.07 FINAL PAYMENT AND CLAIMS.--After acceptance of the work by the Director, the Department will make a final monthly payment pending approval of the final statement. The final monthly payment will be the balance found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the contract, and such further amounts as the Engineer determined to be necessary pending approval of the final statement. The Engineer will promptly submit to the Contractor a final statement of the sum due the Contractor under the contract. Said statement shall take into account the contract price, as adjusted by any change order; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the contract. The Contractor shall submit written approval of such final statement or submit a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the final statement of the sum due the Contractor. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than the close of business of the next business day. The approval of said statement or the failure to file a claim within said 30 day period shall constitute a waiver by the Contractor of any additional right to compensation under or by reason of the contract and the payment so made by the State shall thereupon become a complete statement between the State and the Contractor.

To constitute the filing of a claim, the Contractor shall set forth in writing the basis for the claim and the amount of money for which demand is made and shall submit the same to the Engineer. No demand by the Contractor shall be recognized as a claim by the State unless it is filed in accordance with this paragraph.

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor 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 such records shall be sufficient cause for denying the claims.

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 type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any 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.

The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final statement of payment in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final statement of payment 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," of these General Conditions.

0.057 ARBITRATION

The last paragraph in Section 7-1.10, "Arbitration," of the General Conditions is amended to read:

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said 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.

0.058 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments and claim payments as follows:

1. Unpaid progress payments, payment after acceptance and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
2. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following the receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in accordance with the requirements of Section 3, "Changes in the Work," and Section 7-1.05, "Partial Payments," of the General Conditions. An undisputed extra work bill not submitted within 7 days of performance of the extra 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 extra 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 said 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.

0.06 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, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

Any delays or increased or decreased costs due to the removal of such asbestos or hazardous substances not shown on the plans or indicated in the specifications will be considered a change in the work as provided in Section 3, "Changes in the Work," of the General Conditions.

0.062 WATER POLLUTION

Section 5-1.01, "Laws to be Observed," of the General Conditions is amended by adding the following section:

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 square feet (70 000 m²) 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.

0.065 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this division shall apply to all materials furnished for the project.

0.067 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California. Year 2000 compliance is defined as follows:

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product must also operate accurately in the manner in which it was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in accordance with the provisions of Section 4-1.04, "Certificates of Compliance," of the General Conditions for all automated devices furnished for the project.

0.07 DVBE RECORDS

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.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer.

0.075 PERFORMANCE OF DVBE SUBCONTRACTORS AND SUPPLIERS

The DVBEs listed by the Contractor in response to the requirements in Division 0.03, "Submission of DVBE Information and Award and Execution of Contract," in 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.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

(1) The listed DVBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.

(2) The listed DVBE becomes bankrupt or insolvent.

(3) The listed DVBE fails or refuses to perform his subcontract or furnish the listed materials.

(4) The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DVBE subcontractor fails or refuses to meet the bond requirements of the Contractor.

(5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.

(6) The listed DVBE subcontractor is not licensed pursuant to the Contractors License Law.

(7) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such 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.

0.077 SUBCONTRACTING

Attention is directed to the provisions in Section 1-1.055, "State Employees And Design Engineers May Not Bid On Construction Contracts," of the Instructions to Bidders and Section 6-1.01, "Subletting and Subcontracting," of the General Conditions, Divisions 0.02, "Proposal Requirements and Conditions," 0.024, "Disabled Veteran Business Enterprise (DVBE)," 0.025, "DVBE Goals for this Project," 0.027, "Small Business Preference," and 0.03, "Submission of DVBE Information and Award and Execution of Contract," elsewhere in these special provisions and these special provisions.

Section 6-1.01 of the General Conditions is amended by adding the following before the third paragraph:

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.

Pursuant to the provisions of 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/dir/Labor_law/DLSE/Debar.html.

The DVBE information furnished in accordance with the requirements specified in Division 0.03A, "DVBE Information," of these special provisions is in addition to the subcontractor information required to be furnished under said Section 6-1.01, "Subletting and Subcontracting," and Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders.

Section 10115 of the Public Contract Code requires the Department to implement provisions to establish a goal for disabled veteran business enterprise (DVBE) participation in highway contracts that are state funded. As a part of this requirement:

1. No substitution of a DVBE subcontractor shall be made at any time without the written consent of the Department, and
2. If a DVBE subcontractor is unable to perform successfully and is to be replaced, the Contractor will be required to make good faith efforts to replace the original DVBE subcontractor with another DVBE subcontractor.

The requirement in Division 0.024, "Disabled Veteran Business Enterprise (DVBE)," of these special provisions that DVBEs must be certified on the date bids are opened does not apply to DVBE substitutions after award of the contract.

DIVISION 1. GENERAL REQUIREMENTS

1.01 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 constructing a single bay canopy with rollup doors over existing inspection area 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 Blythe Weigh 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, or the submittals shall be mailed to the Division of Structure Design, Documents Unit, Mail Station 9, P. O. Box 942874, Sacramento, California 94274-0001.

1.06 OBSTRUCTIONS

Attention is directed to Sections 5-1.02, "Protection and Use of Property," 5-1.03, "Responsibility for Damage," and 5-1.06, "Responsibility for Utilities," of the General Conditions and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 5 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert
Northern California (USA)
Telephone: 1(800)642-2444

Underground Service Alert
Southern California (USA)
Telephone: 1(800)422-4133

South Shore Utility
Coordinating Council (DIGS)
Telephone: 1(800)541-3447

Western Utilities
Underground Alert, Inc.
Telephone: 1(800)424-3447

1.07 PRESERVATION OF PROPERTY

Attention is directed to Sections 5-1.02, "Protection and Use of Property," 5-1.03, "Responsibility for Damage," 5-1.05, "Contractor's Responsibility for the Work," and 5-1.06, "Responsibility for Utilities," of the General Conditions.

Operations shall be conducted in such a manner that existing facilities, surfacing, installations, and utilities which are to remain in place will not be damaged. Temporary surfacing, facilities, utilities and installations shall also be protected until they are no longer required. The Contractor, at his expense shall furnish and install piling, sheet piling, cribbing, bulkheads, shores, or whatever means may be necessary to adequately support material carrying such facilities, or to support the facilities themselves and shall maintain such support until they are no longer needed.

1.08 WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 5-1.101R, "Water Pollution," of the General Conditions, and these special provisions.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook 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 Handbook are also available for review at the Department of Transportation, District 08 Environmental Engineering Branch, 464 West Fourth Street, San Bernardino, California 92402-1400, Telephone (909) 383-6385.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook 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 to the Contractor or property owner whatsoever 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 any liability 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 Handbook 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 any remedy authorized by law, so much of the money due the Contractor under the contract that shall be considered necessary 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 its intention to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment 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 Handbook, 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 30 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Contractor shall allow 7 days for the Engineer to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments and shall allow 7 days for the Engineer 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 objectives of the WPCP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement and maintain water pollution control measures, hereafter referred to as control measures, 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 practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Nonstorm water management and waste management and disposal control practices.

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

The Contractor shall consider the objectives and minimum requirements presented in the Handbook 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 Handbook 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 accordance with the procedure specified in the Handbook.

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

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 also 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 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 Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between November 1st and March 15th.

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 winter season, the active, soil-disturbed area of the project site shall be no more than 1.9 hectares. 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 of the project site before the onset of precipitation. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the WPCP.

Throughout the winter season, soil-disturbed areas of 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 winter 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 winter 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, or 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 the Contractor shall deploy functioning control measures 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 sediment tracking, wind erosion, nonstorm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the requirements of 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 frames to address any deficient measures or reinstate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

During the winter 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 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by 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.

1.09 UTILITY CONNECTION

The Contractor shall make all arrangements and obtain all permits and licenses required for the extension of and connection to each utility service applicable to this project, shall furnish all labor and materials necessary for such extensions which are not performed or provided by the utility, and shall furnish and install any intermediate equipment required by the serving utilities.

Upon written request by the Contractor, the State will pay all utility permits, licenses, connection charges, and excess length charges directly to the utility. Such request shall be submitted not less than 45 days before service connections are required.

The costs incurred by the Contractor for the extension of utilities beyond the limits shown on the plans, and in furnishing and installing any intermediate equipment required by the serving utilities, will be paid for as an ordered change as provided in Section 3, "Changes in the Work," of the General Conditions.

Full compensation for any costs incurred by the Contractor to obtain the permits and licenses shall be considered as included in the contract lump sum price paid for building work and no additional compensation will be allowed therefor.

1.10 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.

1.11 SANITARY FACILITIES

When operational, State sanitary facilities will be available for use by the Contractor's employees, during normal State working hours. Tools shall not be cleaned nor shall cleaning liquids be disposed of in State sanitary facilities or sewers.

During toilet room renovation or other periods when State-owned sanitary facilities are not operational, the Contractor shall provide and pay for wash facilities, drinking water fixtures and a minimum of two temporary toilet units for State forces. Separate toilet facilities shall be provided 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.

1.12 REFERENCES

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

When reference is made to the Uniform Building Code (UBC) on the plans or in the special provisions, it shall be the 1997 Uniform Building Code as amended by the 1998 Title 24 California Building Standards Code.

1.13 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following requirements:

Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.

Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish all information necessary as required to the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision shall be final.

When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, a list of substitutions to be made shall be submitted for approval.

The following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325M	
METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	IMPERIAL SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR REINFORCEMENT	
METRIC BAR DESIGNATION NUMBER AS SHOWN ON THE PLANS	IMPERIAL BAR DESIGNATION NUMBER TO BE SUBSTITUTED
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

SUBSTITUTION TABLE FOR WELDED PLAIN WIRE REINFORCEMENT, ASTM DESIGNATION: A 185	
	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch ² x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF: (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449	
DIAMETER	
METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL			
UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED (GALVANIZED) SHEETS	
METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT US STANDARD GAGE inch	METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT GALVANIZED SHEET GAGE inch
7.94	0.3125		
6.07	0.2391		
5.69	0.2242		
5.31	0.2092		
4.94	0.1943		
4.55	0.1793		
4.18	0.1644	4.270	0.1681
3.80	0.1495	3.891	0.1532
3.42	0.1345	3.510	0.1382
3.04	0.1196	3.132	0.1233
2.66	0.1046	2.753	0.1084
2.28	0.0897	2.372	0.0934
1.90	0.0747	1.994	0.0785
1.71	0.0673	1.803	0.0710
1.52	0.0598	1.613	0.0635
1.37	0.0538	1.461	0.0575
1.21	0.0478	1.311	0.0516
1.06	0.0418	1.158	0.0456
0.91	0.0359	1.006 or 1.016	0.0396
0.84	0.0329	0.930	0.0366
0.76	0.0299	0.853	0.0336
0.68	0.0269	0.777	0.0306
0.61	0.0239	0.701	0.0276
0.53	0.0209	0.627	0.0247
0.45	0.0179	0.551	0.0217
0.42	0.0164	0.513	0.0202
0.38	0.0149	0.475	0.0187

CONVERSION TABLE FOR WIRE		
METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT USA STEEL WIRE THICKNESS	GAGE NO.
mm	inch	
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

CONVERSION TABLE FOR COMMON NAILS				
NAIL SIZE	METRIC mm		ENGLISH inch	
	Length	Diameter	Length	Diameter
8d	63.5	3.33	2 1/2	0.131
10d	76.2	3.76	3	0.148
16d	88.9	4.11	3 1/2	0.162

CONVERSION TABLE FOR LUMBER	
METRIC NOMINAL SURFACE DRY SIZE	EQUIVALENT NOMINAL SURFACE DRY U S SIZE
mm	inch
51	2
102	4
152	6
203	8
254	10
305	12

CONVERSION TABLE FOR PLYWOOD	
METRIC	ENGLISH
mm	inch
6.4	1/4
7.9	5/16
9.5	3/8
11.1	7/16
11.9	15/32
12.7	1/2
15.1	19/32
15.9	5/8
18.3	23/32
19.1	3/4
22.2	7/8
25.4	1
28.6	1 1/8

CONVERSION TABLE FOR INSULATION R-VALUE	
METRIC (K m ² /W)	ENGLISH (HR FT ² F/BTU)
0.5	3
0.7	4
1.4	8
1.9	11
2.3	13
2.5	14
3.3	19
5.3	30

CONVERSION TABLE FOR VAPOR TRANSMISSION RATING	
METRIC (Perm-m)	ENGLISH (perm-inch)
0.29	0.02

CONVERSION TABLE FOR LOW PRESSURE	
METRIC (Pa)	ENGLISH (Inches of Water Column)
30	0.125
60	0.25
90	0.375
120	0.50
150	0.60
155	0.625
175	0.70
185	0.75
200	0.80
250	1.00
310	1.25

CONVERSION TABLE FOR PRESSURE	
METRIC (kPa)	ENGLISH (psi)
10	1.5
210	30
280	40
350	50
690	100
860	125
1040	150
1100	160
1210	175
1380	200
1730	250
2070	300
2170	315
2410	350
2590	375
2760	400
4830	700
5170	750
5520	800
13800	2000
17200	2500
20700	3000
27600	4000
34500	5000
137900	20000

CONVERSION TABLE FOR MIL THICKNESS	
METRIC (mm)	ENGLISH (inch/1000)
0.10	4
0.13	5
0.15	6
0.50	20
0.75	30
1.00	40

CONVERSION TABLE FOR HVAC DUCTING.	
METRIC (mm)	ENGLISH (inch)
100	4
125	5
150	6
175	7
200	8
225	9
250	10
300	12
360	14
410	16
460	18
510	20
560	22
610	24
660	26
710	28
760	30

CONVERSION TABLE FOR MECHANICAL PIPING		
METRIC (GSP, PVC, BSP, DUCTILE IRON)	METRIC (mm)	ENGLISH (inch)
NPS 1/2	15	1/2
NPS 3/4	20	3/4
NPS 1	25	1
NPS 1 1/4	32	1 1/4
NPS 1 1/2	40	1 1/2
NPS 2	50	2
NPS 2 1/2	65	2 1/2
NPS 3	75	3
NPS 4	100	4
NPS 6	150	6

CONVERSION TABLE FOR LUBRICATION PIPING TUBING WALL THICKNESS	
METRIC (mm)	ENGLISH (inch)
2.1	0.083
0.9	0.035

CONVERSION TABLE FOR HOSE/TUBING SIZES O. D.	
METRIC (mm)	ENGLISH (inch)
6	1/4
10	3/8
13	1/2
16	5/8
19	3/4
22	7/8
25	1

CONVERSION TABLE FOR DRUM SIZES			
METRIC		ENGLISH	
L	kg	gallons	pounds
205	180	55	400
60	55	16	120
19	16	5	35

CONVERSION TABLE FOR POWER	
METRIC (kW)	ENGLISH (HP)
0.037	1/20
0.075	1/10
0.18	1/4
0.25	1/3
0.37	1/2
0.55	3/4
0.75	1
1.1	1 1/2
1.5	2
2.2	3
3.7	5
5.5	7 1/2
7.5	10
11	15
15	20
18.5	25
22	30
30	40
37	50
45	60
55	75
75	100
90	120
110	150

CONVERSION TABLE FOR IMPELLER BALANCE		
SYNCHRONOUS RPM	METRIC (g mm/kg)	ENGLISH (ounce-inch/pound)
720	94	0.059
900	73	0.046
1200	54	0.034
1800	41	0.026
3600	17	0.011

CONVERSION TABLE FOR ELECTRICAL CONDUIT	
METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
16	1/2
21	3/4
27	1
35	1 1/4
41	1 1/2
53	2
103	4

DIVISION 2. SITEWORK

2.01 REMOVING PORTIONS OF EXISTING FACILITIES

PART 1.- GENERAL

Scope.--This work shall consist of removing portions of the existing facilities, including removal of existing work to gain access to or for new work, in accordance with the details shown on the plans and these special provisions.

PART 2.- PRODUCTS (Not applicable)

PART 3.- EXECUTION

PREPARATION.--

General.--The limits of removal shall be located and identified. Items to be removed and the interface of items to be removed and items to remain intact shall be identified and marked.

Prior to removing concrete , a saw cut approximately 25 mm deep shall be made along the limits of removal on all faces that will be visible in the completed work.

REMOVAL.--

General.--Removal shall be to the limits shown on the plans. Removal shall be done carefully to minimize damage to the portions to remain. Remaining portions that are damaged by the Contractor's operation shall be restored to original condition at the Contractor's expense.

Existing apparatuses, devices, or accessories which would be functionally impaired by new construction or remodeling shall be moved, brought out to new surfaces, or provided with new access covers, as necessary to restore apparatuses, devices, or accessories to their original usefulness.

Piping and conduits to be abandoned shall be capped or plugged.

Surfaces that are exposed to view at the limits of removal work shall be patched, bumps shall be removed and depressions filled, and the surface shall be finished to match the existing surrounding surfaces. Depressions in concrete less than 25 mm deep shall be deepened to 25 mm minimum depth before filling with cement mortar.

Anchor bolts and reinforcement shall be removed at least 25 mm below the surrounding surfaces, and the resulting hole shall be patched with cement mortar.

Existing reinforcement that is to be incorporated into the new work shall be protected from damage and thoroughly cleaned before being embedded in new concrete.

DISPOSAL.--

General.--Materials that are to be removed, shall become the property of the Contractor and shall be disposed of away from the premises. Such disposal shall conform to the laws, rules, and regulations of all agencies having jurisdiction at the disposal site.

2.02 EARTHWORK FOR BUILDING WORK

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of performing earthwork for building work in accordance with the details shown on the plans and these special provisions.

Earthwork for building work shall consist of structure excavation and structure backfill. Structure excavation shall include excavation for trenches. Structure backfill shall include backfilling for pipes and conduits; backfilling holes resulting from removal of existing facilities. In addition to structure excavation and structure backfill, earthwork for building work shall include any other earthwork, not mentioned, but necessary to complete the building work.

SITE CONDITIONS.--

Existing underground piping and conduit.--The location of existing underground piping and conduit is based on the best records available. Before beginning work, the Contractor shall accurately locate the piping and conduit involved in the work. If the location of the existing piping or conduit deviates from the location shown on the plans by more than 1.5 meters, or, if no elevations are indicated and the piping or conduit is more than 0.9 meter below grade, the cost of the additional excavation, backfill, piping or conduit, and removal and replacement of concrete, if any, will be paid for as an ordered change in accordance with the requirements specified in Section 3, "Changes in the Work," of the General Conditions.

Existing surfaced or planted areas.--Existing surfaced or planted areas that are removed, broken or damaged by the Contractor's operations shall be restored to their original condition except as otherwise shown on the plans or specified herein.

Restoration materials shall be equal to or better than the original materials. Surfacing shall be replaced to match the material thickness, grades, and finish of the adjacent surrounding surfaces.

PART 2.- PRODUCTS

BACKFILL MATERIALS.--

Structure backfill.--

Structure and trench backfill shall be free of organic and other deleterious material and shall be suitable for the required compaction. Gravel without sand matrix shall not be used except as free draining granular material beneath slabs and footings.

Sand.--

Sand shall be clean, washed sand, free from clay or organic material graded such that 100 percent passes the 6 mm sieve, 90 percent to 100 percent passes the 4.75 mm sieve and not more than 5 percent passes the 75 µm sieve size.

PART 3.- EXECUTION

PREPARATION & RESTORATION.--

Sawcutting.--Prior to excavation or trenching, existing surfacing shall be removed to saw cut lines, or to existing wood dividers or expansion joints, if any. The saw cut shall be to a neat line and have a depth not less than 25 mm.

Restoration.--Surfacing shall be replaced to match the thickness, grades and finish of the adjacent surrounding surfaces.

STRUCTURE EXCAVATION.--

General.--Unless otherwise noted, all excavation for building work shall be classified as structure excavation.

Excavation for pipes and conduits.--Pipes or conduits in the same trench shall have a minimum clear distance between pipes or conduits of 150 mm. Pipes or conduits shall have not less than 0.75 meter of cover from top of pipes or conduits to finished grade unless otherwise shown on the plans or specified.

Trenching shall be of sufficient depth to permit placing a minimum depth of 100 mm of compacted sand under all pipes and conduits.

Excavation adjacent to trees shall be performed by hand methods where necessary to avoid injury to trees and roots. Roots 50 mm in diameter and larger shall be protected with heavy burlap. Roots smaller than 50 mm in diameter adjacent to trees shall be hand trimmed. Cuts through roots 13 mm in diameter and larger shall be sealed with tree trimmers' asphaltic emulsion. If trenches remain open more than 24 hours, the side of the trench adjacent to the tree shall be shaded with burlap and kept damp. Materials shall not be stockpiled within the drip line of trees.

Dewatering.--Excavations shall be kept clear of standing water. Water shall be removed by pumping if necessary. Water removed from excavation shall be carried away from the building site and disposed of in a manner that will not harm State or adjacent property.

STRUCTURE BACKFILLING.--

General.--Unless otherwise noted, all backfill for building work shall be classified as structure backfill. Backfill shall be placed and compacted in horizontal layers, not more than 150 mm thick prior to compaction, and to the lines and grades shown on the plans or to original ground.

Structure backfill.--After structures are in place and forms are removed, wood and other debris shall be removed from excavations before placing structure backfill.

Unless approved in writing by the Engineer, compaction of structure or select backfill by jetting or ponding will not be permitted.

Backfilling pipes and conduits.--Backfill placed under pipe and conduits shall be compacted sand, 100 mm minimum depth. Backfill material placed to a level 150 mm above tops of pipes and conduits shall be sand or fine earth and particles shall not exceed 13 mm in greatest dimension. For wrapped, coated, or plastic pipe or conduits, sand shall be used for backfill. Backfill material placed higher than 150 mm above tops of pipes or conduits shall consist of material free of stones or lumps exceeding 100 mm in greatest dimension except:

- (a) The top 300 mm of backfill under roads, walks or paving shall consist of aggregate base material.
- (b) The top 150 mm of backfill in planted areas shall consist of topsoil.

Unless otherwise shown on the plans, pipe under roads, with less than 0.75 m of cover over the top of pipe, shall be backfilled with concrete to a level 100 mm above the top of pipe. Concrete for backfill shall be commercial quality concrete containing not less than 350 kg/m³ of cement.

COMPACTION.--

General.--Relative compaction shall be determined in accordance with California Test 216 or 231. Unless otherwise noted below, all backfill shall be compacted to a minimum relative compaction of 90 percent.

Compact original ground.--Original ground surface under fill with surfacing of concrete and asphalt concrete shall be compacted to a relative compaction of not less than 95 percent for a minimum depth of 150 mm.

Structure backfill.--Structure backfill shall be compacted to not less than 95 percent relative compaction.

Trench backfill.--Trench backfill placed beneath slabs or paved areas shall be compacted to a relative compaction of not less than 95 percent.

DISPOSAL.--

Surplus material.--Surplus material from the excavation shall be disposed of at the site of the work as directed by the Engineer.

FIELD QUALITY CONTROL.--

Inspection.--When the excavation is substantially completed to grade, the Contractor shall notify the Engineer. No concrete shall be placed until the foundation has been approved by the Engineer.

Testing.--The State will conduct compaction tests during the backfilling and compacting operations.

2.03 CAST-IN-DRILLED-HOLE CONCRETE PILES

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of constructing cast-in-drilled-hole concrete piles in accordance with the details shown on the plans and these special provisions.

PART 2.-PRODUCTS

Concrete and reinforcement.--

Concrete and reinforcement shall conform to the requirements specified under "Cast-In-Place Concrete" in Division 3, "Concrete and Reinforcement," of these special provisions.

PART 3.-EXECUTION

CONSTRUCTION.--

Drilling holes.--All holes for concrete piles shall be drilled to the tip elevations or depths shown on the plans. All holes shall be examined for straightness and any hole which on visual inspection from the top shows less than 1/2 the diameter of the hole at the bottom of the hole shall be rejected. Suitable casings shall be furnished and placed when required to prevent caving of the hole.

All loose material existing at the bottom of the hole after drilling operations have been completed shall be removed before placing concrete in the hole.

Surplus material.--Surplus material from the excavation shall be removed and disposed of outside the instruction-of-way.

Surface water shall not be permitted to enter the hole and all water which may have infiltrated into the hole shall be removed before placing concrete therein.

Placing reinforcement.--The reinforcing cage shall be placed and secured symmetrically about the center of the pile and shall be securely blocked to clear the sides of the hole.

Longitudinal reinforcing steel shall be continuous for the entire length of pile, including pile extensions.

Placing concrete.--The concrete filling shall be vibrated to a dense and homogeneous condition. Concrete placed in drilled holes shall be placed against undisturbed material except when portions of the pile will be exposed to view. Surfaces exposed to view and adjacent surfaces within 250 mm of finished grade shall be formed.

Casing, if used in drilling operations, shall be removed from the hole as concrete is placed therein. The bottom of the casing shall be maintained not more than 1.5 meter nor less than 0.3 meter below the top of the concrete during withdrawal and placing operations, unless otherwise permitted by the Engineer. Separation of the concrete during withdrawal operations shall be avoided by hammering or otherwise vibrating the casing.

Formed surfaces shall conform to the requirements specified under "Cast-In-Place Concrete" in Division 3, "Concrete and Reinforcement," of these special provisions.

DIVISION 3. CONCRETE AND REINFORCEMENT

3.01 CAST-IN-PLACE CONCRETE

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of constructing cast-in-place concrete facilities in accordance with the details shown on the plans and these special provisions.

SUBMITTALS.--

Product data.--Manufacturer's descriptive data for admixtures, expansion joint material, vapor barrier, hardener, and sealer shall be submitted for approval.

Descriptive data shall be delivered to the Engineer at the jobsite.

QUALITY ASSURANCE.--

Certificates of Compliance.--Certificates of Compliance shall be furnished for cement, reinforcement, admixtures, freeze-thaw aggregates and epoxy products in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

PART 2.- PRODUCTS

CONCRETE MIXES.--

Concrete (structural work).--

Commercial quality concrete shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 350 kg/m³ of cement; 0 to 50 mm penetration, inclusive, as determined by California Test 533.

CONCRETE MATERIALS.--

Cement.--

Cement shall conform to ASTM Designation: C 150, Types II, or III portland cement; or Type IP (MS) Modified cement. Type IP (MS) Modified shall conform to ASTM Designation: C 595 and shall be comprised of an intimate mixture of Type II Modified cement and not more than 20 percent of a pozzolanic material.

Aggregates.--

Aggregates shall be free from deleterious coatings, clay balls and other extraneous materials.

Admixtures.--

Admixtures used in portland cement concrete shall be included on the Department's current list of approved admixtures, and shall conform to ASTM Designation: C 494, Types A, B, D, F or G for chemical admixtures; ASTM Designation: C 260 for air-entraining admixtures; and ASTM Designation: C 618 for mineral admixtures, except loss on ignition shall not exceed 4 percent. Properties of admixtures shall be uniform in each lot.

FORM MATERIALS.--

Forms for exposed finish concrete.--

Forms for exposed surfaces shall be plywood, metal or other panel type materials. Plywood shall be not less than 16 mm thick and without scars, dents, and delaminations. Forms shall be furnished in largest practical pieces to minimize number of joints.

Plywood shall conform to the requirements of U. S. Product Standard PS-1 for Exterior B-B (Concrete Form) Class I.

Forms for edges of slabs shall be nominal 50 mm solid stock lumber, plywood, or metal forms.

Forms for unexposed finish concrete.--

Forms for unexposed finish concrete surfaces shall be plywood, lumber, metal or other acceptable material.

Forms for cylindrical columns or supports.--

Forms for cylindrical columns shall be metal, fiberglass reinforced plastic, paper or fiber tubes. Paper or fiber tubes shall be constructed of laminated plies using water-resistant adhesive with wax-impregnated exterior for protection against weather or moisture.

Form ties.--

Form ties shall be factory fabricated, removable or snapoff metal ties for use as necessary to prevent spreading of forms during concrete placement.

Form oil.--

Form oil shall be commercial quality form oil which will permit the ready release of the forms and will not discolor the concrete.

REINFORCING MATERIALS.--

Bar reinforcement.--

Bar reinforcement shall conform to ASTM Designation: A 615/A 615M, Grade 60 [420], or ASTM Designation: A 706/A 706M.

Bar supports.--

Bar supports for reinforcement shall be precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads.

RELATED MATERIALS.--

Anchor bolts, nuts, and washers.--

Nonheaded anchor bolts shall conform to ASTM Designation: A 36/A 36M, with a minimum hook length of 6.2 diameters.

Nuts shall conform to ASTM Designation: A 563M, Grade A.

Washers for anchor bolts shall be commercial quality.

Exposed anchor bolts, nuts, and washers shall be hot dipped galvanized.

Expansion joint material.--

Expansion joint material shall be commercial quality asphalt impregnated pressed fiber sheets, 13 mm minimum thickness.

Bond breaker.--

Bond breaker shall be Type I asphalt saturated organic felt or such other material approved by the Engineer.

Mortar.--

Mortar shall consist of one part cement to 2 parts clean sand and only enough water to permit placing and packing.

Curing compound.--

Curing compound shall be a non-pigmented curing compound with fugitive dye conforming to the requirements of ASTM Designation: C 309, Type 1-D, Class A.

ADMIXTURES.--

General.--Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option to conserve cement or to facilitate any construction operation.

Calcium chloride shall not be used in any concrete.

Admixtures shall be combined with concrete materials by methods that produce uniform properties throughout the concrete.

If more than one admixture is used, said admixtures shall be compatible with each other so that the desirable effects of all admixtures will be realized.

Mineral admixtures may be used to replace up to 15 percent of Type II portland cement provided the weight of mineral admixture used is not less than the weight of cement replaced. Mineral admixtures shall not be used to replace Type IP (MS) Modified or Type III cements. Chemical admixtures may be used to reduce up to 5 percent of the portland cement except that the cement content shall not be less than 300 kg/m³. When both chemical and mineral admixtures are used with Type II cement, the weight of cement replaced by mineral admixture may be considered as cement in determining the resulting cement content.

Mineral admixtures will be required in the manufacture of concrete containing aggregates that are determined to be "deleterious" or "potentially deleterious" when tested in accordance with ASTM Designation: C 289. The use of mineral admixture in such concrete shall conform to the requirements in this section except that the use of set retarding admixtures will not be permitted.

When the use of a chemical admixture is specified or is ordered by the Engineer, the admixture shall be used at the rate specified or ordered. If no rate is specified or ordered, or if the Contractor uses a chemical admixture for his own convenience, the admixture shall be used at the dosage normally recommended by the admixture manufacturer.

BAR REINFORCING STEEL.--

Bending.--Reinforcing steel bars shall accurately conform to the dimensions shown on the plans.

Bars shall be bent or straightened in a manner that will not crack or break the material. Bars with kinks or improper bends shall not be used.

Hooks, bends and splices shall conform to the provisions of the Building Code Requirements for Reinforced Concrete of the American Concrete Institute.

MIXING AND TRANSPORTING CONCRETE.--

General.--When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be complete within 1 1/2 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of cement to the aggregates.

Truck mixers or agitator shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified. The counters shall be of the continuous-registering type, which accurately register the number of revolutions and shall be mounted on the truck so that the Engineer may safely and conveniently inspect them from alongside the truck. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, a time less than 1 1/2 hours may be required.

When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be complete within one hour after the introduction of cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete for the work shall be accompanied by a trip ticket, a copy of which shall be delivered to the Engineer at the jobsite. The trip ticket shall show volume of concrete, weight of cement and aggregates, quantity of each admixture, quantity of water including water added at the jobsite, time of day the concrete is batched, and revolution counter readings on transit mix trucks at the times the truck is charged and unloaded.

PART 3.- EXECUTION

PREPARATION.--

Existing concrete construction.--Where fresh concrete joins existing or previously placed concrete or masonry, the contact surfaces of the existing or previously placed material shall be roughened, cleaned, flushed with water and allowed to dry to a surface dry condition immediately prior to placing the fresh concrete. The roughened surface shall be no smoother than a wood trowelled surface. Cleaning of the contact surfaces shall remove laitance, curing compounds, debris, dirt and such other substances or materials which would prevent bonding of the fresh concrete.

Abrasive blast methods shall be used to clean horizontal construction joints to the extent that clean aggregate is exposed.

Exposed reinforcing steel located at the contact surfaces which is to be encased in the fresh concrete shall be cleaned to remove any substance or material that would prevent bonding of the fresh concrete.

Forms.--Forms shall be mortar tight, true to the dimensions, lines, and grades shown on the plans, securely fastened and supported, and of adequate rigidity to prevent distortion during placing of concrete.

Forms for exposed surfaces shall be constructed with triangular fillets not less than 19 mm x 19 mm attached so as to prevent mortar runs and to produce smooth straight chamfers at all sharp edges of the concrete.

Form fasteners shall be removable without chipping, spalling, heating or otherwise damaging the concrete surface. Form ties shall be removed to a depth of at least 25 mm below the surface of the concrete.

The inside surfaces of forms shall be cleaned of all dirt, mortar and foreign material. Forms shall be thoroughly coated with form oil prior to use.

Anchorage and embedded items shall be placed and rigidly secured at their planned locations prior to placing concrete.

Placing reinforcing steel.--Reinforcing steel bars shall be accurately placed to the dimensions shown on the plans.

Bar reinforcement conforming to ASTM Designation: A 615/A 615M, Grade 420, or A 706//A 706M shall be lapped at least 45 diameters.

Bars shall be firmly and securely held in position by means of wiring and approved bar supports. The spacing of supports and ties shall prevent displacement of the reinforcing or crushing of supports.

Tie wire shall be clear of concrete formwork and concrete surfaces.

All reinforcing steel shall be in place and inspected before concrete placement begins. Placing of bars on fresh layers of concrete will not be permitted.

PLACING CONCRETE.--

General.--Concrete shall be placed and consolidated by means of internal vibrators to form dense, homogeneous concrete free of voids and rock pockets.

Forms and subgrade shall be thoroughly moistened with water immediately before placing concrete.

Concrete shall be placed as nearly as possible to its final location and the use of vibrators for extensive shifting of the concrete will not be permitted.

Concrete shall be deposited and consolidated in a continuous operation within limits of construction joints, until the placing of the panel or section is completed.

When concrete is to be placed in large areas requiring more than two pours, concrete shall be placed in alternate long strips between construction joints and the final slab infilled.

Vibrators used to consolidate concrete containing epoxy-coated bar reinforcement shall have a resilient covering to prevent damage to such reinforcement.

FINISHING CONCRETE SURFACES.--

Finishing unformed surfaces.--Slabs shall be placed full thickness to finish elevation and leveled to screeds by use of long straightedges. The screeds shall be set to grade at approximately 1.8 meter centers. After leveling, screeds shall be removed and the surface shall be floated with wooden floats.

The floated surface shall be trowelled with steel trowels. Troweling shall form a dense, smooth and true finish. Walkways, pedestrian ramps, stairs and outdoor slabs for pedestrian traffic shall be given a non-slip broom finish unless a different finish is called for on the plans or in these special provisions.

The application of cement dust coat will not be permitted.

Concrete floor surfaces to receive ceramic tile shall be floated to grade and then, before final set of the concrete, the floated surfaces shall be roughened with stiff bristled brushes or rakes.

Finished surfaces of floor slabs shall not deviate more than 3 mm from the lower edge of a 3-meter long straight edge.

Finishing formed surfaces.--Formed concrete surfaces shall be finished by filling holes or depressions in the surface, repairing all rock pockets, and removing fins. All surfaces of formed concrete exposed to view shall have stains and discolorations removed, unsightly bulges removed, and all areas which do not exhibit the required smooth, even surface of uniform texture and appearance shall be sanded with power sanders or other approved abrasive means until smooth, even surfaces of uniform texture and appearance are obtained.

Cement mortar, patching and finishing materials used to finish exposed surfaces of concrete shall closely match the color of surrounding surfaces.

CURING CONCRETE.--

General.--Freshly placed concrete shall be protected from premature drying and excessive cold or hot temperatures.

Initial curing of floor slabs shall start as soon as free water has disappeared from the concrete surface. The concrete shall be kept continuously moist for not less than 7 days after the concrete has been placed.

Cotton mats, rugs, carpets, or sand blankets may be used as a curing medium to retain the moisture during the curing period. Curing materials that will stain or discolor concrete shall not be used on surfaces exposed to view.

Prior to placing the curing medium, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing mediums.

Concrete surfaces, other than floor slabs, shall be kept moist for a period of at least 5 days by leaving the forms in place or by covering the exposed surfaces using moist rugs, cotton mats or other curing materials approved by the Engineer.

PROTECTING CONCRETE.--

General.--Concrete shall not be placed on frozen or frost covered surfaces.

Concrete shall be protected from damage due to rain, freezing or inclement weather, and shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall provide a written outline of his proposed methods of protecting concrete.

Vehicles, equipment, or concentrated loads weighing more than 140 kg individually and material stockpiles weighing more than 240 kg/m² will not be permitted on the concrete within 10 calendar days after placing.

3.02 DRILL AND BOND DOWELS

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of drilling holes in existing concrete and installing and bonding bar reinforcing steel dowels into such drilled holes in existing concrete in accordance with the details shown on the plans and these special provisions.

PART 2.- PRODUCTS

Bonding material.--

The bonding material shall be magnesium phosphate concrete, either single component (water activated) or dual component (with a prepackaged liquid activator), as approved by the Engineer.

Dowels.--

Dowels shall be bar reinforcing steel, as specified under "Cast-In-Place Concrete" in Division 3, "Concrete and Reinforcement," of these special provisions.

PART 3.- EXECUTION

INSTALLATION.--The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the holes. The diameter of drilled holes shall be 13 mm larger than the nominal diameter of the dowels unless otherwise shown on the plans.

Immediately prior to placing the dowels, the holes shall be cleaned of dust and other deleterious materials, and the holes shall be dry.

Sufficient bonding material shall be placed in the hole so that no voids remain after the dowels are inserted.

Dowels which fail to bond or are damaged before new concrete is placed shall be removed and replaced.

Magnesium phosphate concrete shall be formulated for minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 21°C. The materials, prior to use, shall be stored in a cool, dry environment.

Mix water used with water activated material shall be free from oil and impurities and contain not more than 2000 parts per million as Cl nor more than 1500 parts per million of sulfate as SO₄.

The quantity of water for single component type or liquid activator for dual component type to be blended with the dry component, shall be within the limits recommended by the manufacturer and shall be the least amount required to produce a pourable batter.

Magnesium phosphate concrete shall not be mixed in containers or worked with tools containing zinc, cadmium, aluminum, or copper metals.

The surface of any dowel coated with zinc or cadmium shall be coated with a colored lacquer before installation of the dowel. The lacquer shall be allowed to dry thoroughly before embedment of said dowels.

DIVISION 4. BLANK

DIVISION 5. METALS

5.01 STRUCTURAL STEEL FOR BUILDINGS

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of fabricating, assembling, furnishing and erecting structural steel in accordance with the details shown on the plans and these special provisions.

Structural steel consists of:

- Structural Tubes
- Plates
- Angles
- Threaded rod with nut

Source quality control.--Materials and fabrication procedures are subject to inspection and tests in mill, shop and field, conducted by the Engineer or a qualified inspection agency. The Contractor or fabricator shall provide access to the Engineer or testing agency to places where the structural steel work is being fabricated or produced so that the required inspection and testing can be accomplished. Such inspections and tests will not relieve the Contractor of responsibility for providing materials and fabrication procedures in compliance with specified requirements. The testing agency may inspect the structural steel at the plant before shipment; however, the Engineer reserves the instruction, at any time before final acceptance to reject the material that does not conform to the contract requirements.

REFERENCES.--

General.--Structural steel shall be fabricated, assembled and erected in accordance with American Institute of Steel Construction (AISC), "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings."

Welding shall be in accordance with American Welding Society (AWS) D1.1, "Structural Welding Code - Steel."

Dimensional details and workmanship for welded joints in tubular and pipe connections shall conform to Part C, Structural Details; Part D, Special Provision for Welding Tubular Joints; and Part E, Workmanship, in Section 10 of AWS D1.1.

SUBMITTALS.--

Product data.--Product data for items to be incorporated into the work, including structural steel, high strength bolts, nuts and washers and alternative connectors, shall be submitted for approval.

Working drawings.--Working drawings and calculations shall be submitted for approval.

Working drawings shall show any changes proposed in the work, details of connections and joints exposed to the weather, details for connections not dimensioned on the plans, the sequence of shop and field assembly and erection, welding sequences and procedures. If required, the location of butt welded splices on a layout drawing of the entire structure, and the location and details of any temporary supports that are to be used.

Calculations and working drawings for falsework to be used for the erection of structural steel shall be submitted for approval. The falsework shall be designed and constructed to provide the necessary rigidity and to support loads which will be applied. Working drawings and design calculations shall be stamped and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. The expiration date of the registration shall be shown.

QUALITY ASSURANCE.--

Qualifications for welding.--A certified copy of qualification test record for welders shall be submitted to the Engineer at the jobsite. Descriptive data for equipment for field welding structural steel, including type and electric power requirements, shall be submitted for approval.

Certificates of Compliance.--Certificate of Compliance shall be furnished for structural steel products in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions. Certificate of Compliance shall include mill test certificates for each heat number used in the work.

DELIVERY, HANDLING AND STORAGE.--

Structural materials shall be loaded, transported, unloaded and stored so that it is kept clean and undamaged. Material shall be stored above ground on platforms, skids, or other supports. Covers and protection shall be provided to protect the materials from corrosion.

Anchorage and anchor bolts, which are to be embedded in concrete or masonry, shall be delivered in ample time to not delay the work.

PART 2.- PRODUCTS

MATERIALS.--

Steel bars, plates and shapes.--

Steel bars, plates and shapes shall conform to ASTM Designation: A 36/A 36M or A 572/A 572M, Grade 50 [345].

Steel tubing.--

Steel tubing shall conform to ASTM Designation: A 500, Grade B, or A 501.

Threaded rods, nuts

Threaded rods shall conform to ASTM Designation: A 36/A 36M.

Inorganic zinc primer.--

Inorganic zinc primer shall be a waterborne inorganic zinc primer conforming to the requirements of AASHTO Designation: M 300-92 I, Type II. Inorganic zinc primer shall be listed on the qualified products list which may be obtained from the Transportation Laboratory, (916) 227-7000.

Mortar.--

Mortar shall consist of one part cement, measured by volume, to 2 parts clean sand and only enough water to permit placing and packing.

FABRICATION.--

Shop fabrication and assembly.--Workmanship and finish shall be equal to the best general practice in modern shops.

Cuts shall not deviate more than 2 mm from the intended line. Roughness, notches or gouges shall be removed.

Bearing stiffeners at points of loading shall be square with the web and shall have at least 75 percent of the stiffener in contact with the flanges.

Finished members shall be true to line, shall have square corners and smooth bends and shall be free from twists, kinks, warps, dents and open joints.

Exposed edges and ends of metal shall be dressed smooth, with no sharp edges and with corners slightly rounded.

Connections.--Abutting surfaces at connections shall be clean.

Cutting and welding at the jobsite will not be allowed except as shown on the approved drawings or specifically approved by the Engineer.

Finished holes for bolts shall be cylindrical and perpendicular to the plane of the connection. Subpunched and subdrilled holes shall be 6 mm smaller in diameter than the diameter specified for the finished hole.

Bolted Connections.--Bolts for connecting steel to steel shall be machine bolts conforming to ASTM Designation: A 307 as shown on the plans.

Holes for other work.--Holes for securing other work to structural steel and passage of other work through steel framing members shall be as shown on the approved drawings.

Threaded nuts or specialty items for securing other work to steel members shall be as shown on the approved drawings.

Holes shall be cut, drilled or punched perpendicular to metal surfaces. Holes shall not be flame cut or enlarged by burning. Holes are to be drilled in bearing plates.

SHOP PAINTING.--

General.--Structural steel members shall be painted.

Surface preparation.--Surfaces of structural steel to be painted shall be blast cleaned in accordance with Steel Structures Painting Council, SSPC-SP 6, "Commercial Blast Cleaning."

Painting.--Immediately after surface preparation, surfaces of structural steel shall receive an undercoat of red oxide primer designed for steel surfaces.

PART 3.- EXECUTION

ERECTION AND ASSEMBLY.--

Field splices.--Field splices shall be made only at the locations shown on approved working drawings.

The parts shall be accurately assembled in their final position as shown on the plans and in true alignment with related and adjoining work before final fastening.

All parts shall be supported adequately and at locations to provide a vibration free, rigid, and secure installation.

Bolted connections.--The bolt head type and head location shall be consistent within a joint. Nuts shall be on side of member least exposed to view.

Setting bases and bearing plates.--Concrete and masonry surfaces shall be cleaned and roughened to improve bond. Bottom of base and bearing plates shall be clean.

Base plates and bearing plates for structural members shall be set on wedges or other adjusting devices.

Anchor bolts shall be wrench tightened after supported members have been positioned and plumbed.

Mortar shall be solidly packed between bearing surfaces and base or bearing plates to ensure that no voids remain. Exposed surfaces shall be finished and allowed to cure.

FIELD PAINTING.--

Touch-up painting.--After erection, the Contractor shall clean field welds, bolted connections, and abraded areas of shop paint and apply the same materials as applied for shop painting.

Surfaces which are scheduled to receive finish coats shall be painted with an additional prime coat and finish coats in accordance with the requirements specified for shop primed steel under "Painting" in Division 9.

QUALITY CONTROL.--

Testing and inspection.--Ultrasonic examination shall be performed by the Contractor on at least 50 percent of all full penetration butt-welded splices in accordance with the requirements of AWS D1.1 and these special provisions.

Welding procedures and methods shall be subject to inspection for conformance with AWS D1.1.

Butt welds shall be tested in accordance with AWS D1.1, Chapter 6, Part C, Ultrasonic Testing of Groove Welds.

Examination, reporting and disposition of tests shall be in accordance with the provisions of 6.12, AWS D1.1.

In addition to ultrasonic examinations by the Contractor, welds may be subject to inspection or non-destructive testing by the Engineer.

When additional inspection or non-destructive testing is required by the Engineer, the Contractor shall provide sufficient access facilities in the shop and at the jobsite to permit the Engineer or his agent to perform such inspection and testing.

The Contractor shall correct all deficiencies in the structural steel work which inspections and laboratory test reports have indicated to be not in compliance with these special provisions. Additional tests shall be performed by the Contractor at his expense to reconfirm any non-compliance of original work, and to show compliance of the corrected work.

DIVISION 6. BLANK

DIVISION 7. THERMAL AND MOISTURE PROTECTION

7.01 METAL ROOFING

PART 1.- GENERAL

SUMMARY.--

Scope.--This work shall consist of furnishing and installing manufactured metal roof panels, in accordance with the details shown on the plans and these special provisions.

Metal roof system shall consist of prefinished metal roof, gutters, downspouts, fasteners, sealants, and accessories and components, not mentioned, which are required for a complete, securely fastened and weathertight installation.

SYSTEM DESCRIPTION.--

Design Requirements.--The roof system shall conform to the wind design requirements for uplift or outward pressures in accordance with Chapter 16 of the Uniform Building Code for the wind speed and exposure shown on the plans.

SUBMITTALS.--

Product Data.--Manufacturer's technical product data, installation instructions, and recommendations for each type of sheathing material shall be submitted for approval.

Product data shall include the manufacturer's name and a complete material description of all components of the metal sheathing system.

Samples.--Material samples shall include a 305 mm x 305 mm sample of the roofing panels for each color to be installed and a sample of each anchor clip and fastening device.

Working Drawings.--Working drawings showing the layout and details of the roofing system shall be submitted for approval.

Working drawings shall include the shape, size, thickness, and method of attachment for each component used in the work; the layout and spacing of fasteners; details of connections and closures; and details for expansion joints and weathertight joints.

Design calculations for the fastening system of the roof panels with the substrate shown on the plans shall be submitted to verify compliance with the design requirements.

Working drawings and design calculations shall be stamped and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. The expiration date of the registration shall be shown. The Engineer's signature shall be original.

QUALITY ASSURANCE.--

Certificates of Compliance.--Certificates of compliance shall be furnished for the metal sheathing system in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

DELIVERY, HANDLING AND STORAGE.--

Delivery and handling.--Metal panels shall be protected against damage and discoloration.

Storage.--Metal panels shall be stored above ground, with one end elevated for drainage and protected against standing water and condensation between adjacent surfaces.

PART 2.- PRODUCTS

MATERIALS.--

SHEET MATERIALS.--

Base metal.--

Base metal shall be cold formed, 0.85 mm (22-gage), galvanized sheet steel with G90 coating, conforming to ASTM Designation: A 446, Grade A except where a higher strength is required for performance, extra smooth, or cold formed aluminum-zinc alloy-coated, commercial quality, sheet steel with AZ55 coating conforming to ASTM Designation: A 792, Grade 40, extra smooth.

Configuration.--

Metal roofing system shall be a standing seam system with standing seams a minimum of 50 mm high and spaced not less than 406 mm on center.

METAL FINISHES.--

General.--Coatings shall be applied before or after forming and fabricating panels, as required for maximum coating performance capability.

Colors or color matches shall be as shown on the plans or, if not otherwise shown, shall be as selected by the Engineer from the manufacturer's standard color palette.

Fluoropolymer coating.--

Finish shall be the manufacturer's standard Kynar coating with a baked on primer (0.005 mm) and a finish coat of 0.02 mm nominal for a total dry film thickness of approximately 0.025 mm nominal.

Interior finish shall consist of a 0.004 mm epoxy primer and a backer coat.

MISCELLANEOUS METAL SHAPES.--

Flashings, gutters, and downspouts.--

Flashings, gutters, and downspouts shall be formed from the same material, gage and in the same finish as the metal roofing and siding panels.

MISCELLANEOUS MATERIALS.--

Fastener clips.--

Fastener clips shall be noncorrosive, ferrous metal fasteners as recommended by the metal panel system manufacturer to resist the design loads.

Fasteners.--

Fasteners shall be as recommended by the metal panel system manufacturer. Sheet metal screws shall not be used except to fasten trim and flashings.

Sealant and sealant tape.--

Sealant and sealant tape shall be as recommended by the panel system manufacturer.

Closures.--

Closures shall be rubber, neoprene, closed cell plastic or prefinished metal.

FABRICATION.--

General.--Unless otherwise shown on the plans, or specified herein, roof panels shall be fabricated in continuous lengths for the length of the roof, from ridge or peak to eaves, except such length shall not exceed the manufacturer's maximum production length.

Flashings shall be fabricated in the longest practical lengths.

Roofing panels shall be factory formed. Field formed panels are not acceptable.

PART 3.- EXECUTION

INSTALLATION.--

Roof panels.--The roof shall be installed and fastened in accordance with the details shown on the plans and the approved working drawings. Cutting and fitting shall present a neat and true appearance with exposed burrs removed. Openings through roof panels shall be cut square and shall be reinforced as recommended by the metal roofing system manufacturer.

Metal panels shall be adjusted in place and properly aligned for the detailed conditions before fastening. Panels shall not be warped, bowed or twisted. The surface finish on the panels shall not be cracked, blemished or otherwise damaged.

Fasteners shall not be driven through roof panels or batten covers.

Miscellaneous metal shapes.--Trim, fascia, flashings, gutters, downspouts, scuppers, caps, and other prefinished metal work shall be positioned to the correct alignment for each detailed condition. Metal work shall be securely attached to backing construction using fasteners at the spacing shown on approved working drawings. Prefinished metal to be installed over concrete, masonry or plaster shall be back-coated with asphaltic paint as recommended by the metal roofing system manufacturer.

Metal panels, trim, gutters, and other prefinished metal that are marred, punctured, incorrectly bent, or incorrectly installed will be considered damaged and shall be replaced with undamaged units.

Gutters shall be fabricated by the metal panel system manufacturer to the shape and lengths shown on the plans. Expansion joints shall conform to the manufacturer's recommendations and to SMACNA "Architectural Sheet Metal Manual."

The metal panel system shall be installed weathertight. Closures shall be tight fitting and shall be provided at the ends of panels, at the boundary of the roof, and as indicated on the approved working drawings.

CLEAN UP AND CLOSE OUT.--

Clean up.--Adjacent surfaces shall be protected during the roofing system installation and sealant work. Excess sealant shall be removed as the installation progresses.

Roof panels, molding, trim, and other prefinished metal surfaces shall be cleaned after installation as recommended by the manufacturer. Exposed cuts shall be touched-up with a matching durable primer and paint as recommended by the metal roofing system manufacturer.

Touch up.--Damaged paint surfaces shall be touched up by using an air dry touch up paint supplied by the metal roofing system manufacturer. Only a small brush shall be used for touching up. No spraying of touch up paint is to be performed.

Damaged units.--Panels and other components of the work which have been damaged or have deteriorated beyond successful repair shall be removed and replaced.

DIVISION 8. DOORS AND WINDOWS

8.01 ROLL-UP STEEL DOOR

GENERAL.--This work shall consist of furnishing and installing roll-up door in accordance with the details shown on the plans and these special provisions.

SUBMITTALS.--Product descriptive data, materials list, shop drawings and installation instructions shall be submitted for approval.

Manufacturer's descriptive data shall show manufacturer's name and conformance to these special provisions for door panel construction and material thickness, curtain guide 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 the door frame and track, elevations of the door design type, details of the sectional door panels, and all details required for complete installation and anchorage.

PRODUCT.--

Curtain.--

Curtain shall be interlocking flat faced sheet steel slats; sectional dimensions shall be 38 mm to 76 mm in height and 13 mm to 22 mm in depth. Sheet steel shall be galvanized and not less than 0.91 mm (20 gage) thickness. Both ends of alternate slats shall be fitted with endlocks. The bottom of the curtain shall be reinforced with two steel angles and provided with a pressure sensitive bottom edge. Angles shall be not less than 3.175 mm thick.

Curtain guides.--

Curtain guides shall be fabricated from channels and angles of galvanized steel bolted together with 10 mm diameter bolts at 762 mm maximum spacing. All mounting holes in wall angle shall be slotted to allow for heat expansion.

Brackets.--

Bracket shall be constructed of heavy steel plate and reinforced to carry full door weight, roller shaft, hood, curtain and the motorized operator. Sealed ball bearings shall be furnished at all rotating support points. Bracket shall be attached to guide wall angle with a minimum of three 13 mm diameter bolts.

Roller shaft.--

Steel pipe or welded type with internal counterbalancing spring and sized to prevent distortion of the slats and deflection greater than 0.762 mm per 0.3048 m of span. Journal shall be fitted with self-lubricating bronze bearings of permanently lubricated shielded or sealed ball bearings.

Counterbalancing spring.--

Oil-tempered, helical torsion springs spring sized to provide sufficient torque for easy operation of curtain from any position. Spring tension shall be adjustable from outside without removing the hood or skirting. Spring shall be rated for a minimum of 10,000 cycle service life.

Manual curtain operator.--

Manually operated, continuous chain driven mechanism with machine cut gears. Galvanized chain shall extend to within approximately 610 mm of floor and be provided with a hand-chain keeper.

Hood.--

Hood shall be fabricated of galvanized sheet steel formed to fit the contour of the brackets and shall be not less than 0.76 mm (22 gage) nominal thickness, reinforced to prevent bending or sagging and to provide a rigid, quiet and vibrationless installation.

EXECUTION.--

The roll-up steel door and accessories shall be installed in accordance with the manufacturer's instructions and shall operate freely without binding.

Curtain guides shall be secured, reinforced, braced and supported as necessary to prevent swaying and vibration of the door. Door shall be locked with an automatic brake and a hand-chain keeper. Locking device shall be installed on the inside of the door.

Doors shall be designed to withstand 97.64 Kg/Sq.M. windload.

FINISH.—

Door finish shall be a factory applied hot-dip galvanized on all exposed surfaces. curtain shall have one coat of factory applied baked on polyester primer and all other galvanized parts of the door shall have one coat of factory applied rust inhibitive primer. Final finish shall be field applied in accordance with the requirements specified under "Painting," in Division 9, of these special provisions.

DIVISION 9. FINISHES**9.01 PAINTING****PART 1.- GENERAL**

SUMMARY.--This work shall consist of preparing surfaces to receive coatings, and furnishing and applying coatings, in accordance 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.

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 50 mm x 75 mm, 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.

REGULATORY REQUIREMENTS.--Coatings and applications shall conform to the rules for control of volatile organic compound emissions adopted by the air quality control district in the air basin in which the coatings are applied.

SITE ENVIRONMENTAL REQUIREMENTS.--Coatings shall not be applied when the air temperature is below 10°C (20°C for varnishes) or when the relative humidity exceeds 75 percent.

The surface to be coated shall be maintained at a minimum temperature of 7°C for a period of 24 hours prior to, and 48 hours after the application of the coating. Heating facilities shall be provided when necessary.

Continuous ventilation shall be provided during application of the coatings.

A minimum lighting level of 865 lux, measured 1 m from the surface to be coated, 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 7°C. 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 3.8 liter 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

GENERAL.--The products shall be the best quality grade coatings of the specified types as regularly manufactured by nationally recognized paint and varnish manufacturers that have not less than 10 years experience in manufacturing paints and varnishes. Products that do not bear the manufacturer's identification as the best quality grade product shall not be used. Products for each coating system shall be by a single manufacturer and shall not contain lead type pigments.

Thinners, shellac, fillers, patching compounds, coloring tint, and other products required to achieve the specified finish shall be the manufacturer's best quality and shall be used as recommended.

PART 3.- EXECUTION

INSPECTION.--Surfaces to be coated at the jobsite shall be approved by the Engineer prior to the application of coatings. 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 accordance with the following, except that the surfaces not specified herein shall be prepared as recommended by the coating manufacturer.

GENERAL.--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.

GALVANIZED METAL.--Oils, grease, and fabrication lubricants shall be removed by solvent wash. Surfaces shall be cleaned of remaining surface treatments by hand cleaning. New surfaces shall be roughened by hand cleaning or light abrasive blasting.

Abraded or corroded areas shall be hand cleaned and spot coated with one coat of vinyl wash pretreatment. Abraded or corroded areas on new surfaces not scheduled to be painted shall be cleaned by solvent wash, hand cleaned, and given 2 spot applications of zinc rich paint.

STEEL AND OTHER FERROUS METALS.--Oils, grease, and fabrication lubricants shall be removed by solvent wash. Dirt, water soluble chemicals, and similar surface contamination shall be removed by detergent wash or steam cleaning. Mill scale and rust shall be removed by hand cleaning or abrasive blasting.

CONCRETE .--New material shall be cured a minimum of 14 days before coating. Surface dirt and dust shall be removed by brooming, air blast, or vacuum cleaner. Oil and grease shall be removed by steam cleaning. Form release agents, weak concrete, surface laitance, dirt, and other deleterious material shall be removed by sandblasting. Cracks and voids shall be filled with cement mortar patching material.

PREVIOUSLY COATED AND SHOP PRIMED 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.

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 which 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 oil, grease, form release agents, paint, dirt, rust, mill scale, efflorescence, weak concrete, or laitance, by the use of airborne abrasives, and removal of loose particles, dust, and abrasives by blasting with clean air.

Abrasives shall be limited to clean dry sand, mineral grit, steel grit, or steel shot, and shall be graded to produce satisfactory results. Unwashed beach sand containing salt or silt shall not be used.

Abrasive blasting shall conform to the requirements of SSPC-SP6-85, Commercial Blast Cleaning, as defined in the Steel Structures Painting Council Manual.

Light abrasive blasting shall conform to the requirements of SSPC-SP7-85, Brush-Off Blast Cleaning, as defined in the Steel Structures Painting Council Manual.

SOLVENT WASH.--Removal of oil, grease, wax, dirt, or other foreign matter by using solvents, such as mineral spirits or xylol, or other approved cleaning compounds.

STEAM CLEANING.--Removal of oil, grease, dirt, rust, scale, 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.--High pressure, low volume water stream for removing dirt, light scale, chalking or peeling paint. Water blasting equipment shall produce not less than a 13 800 MPa minimum output pressure when used. Heated water shall not exceed 66°C. 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 his expense and the original surface restored to the satisfaction of the Engineer.

APPLICATION.--

GENERAL.--Coatings shall be applied in accordance with the printed instructions and at the application rates recommended by the manufacturer to achieve the dry film thickness specified in these special provisions.

Mixing, thinning and tinting shall conform to the manufacturer's printed instructions. Thinning will be allowed only when recommended by the manufacturer.

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.

APPLICATION SURFACE FINISH.--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 accordance with the coating manufacturer's recommendations 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 stains bleed through the previous application of a coating.

TIMING OF APPLICATIONS.--The first application of the specified coating system shall be applied prior to any deterioration of the newly prepared surface. Metal surfaces shall be prepared and prime coated the same day that cleaning of bare metal is performed. Additional prime coats shall be applied as soon as drying time of the preceding coat permits.

Metal surfaces shall be prime coated within 12 hours of application of vinyl wash pretreatment. Drying time between applications of water borne coatings shall be at least 12 hours.

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 2 m 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 that the work is unsatisfactory and the Contractor shall apply the remainder of the coating by brush or roller, as approved by the Engineer.

DRY FILM THICKNESS.--

Vinyl wash pretreatment	0.007 mm to 0.13 mm, maximum.
Bituminous paint	0.1 mm, minimum.
Epoxy polyamide primer	0.1 mm, minimum.
Aliphatic polyurethane enamel	0.05 mm, minimum.
Other primers, undercoats, sealers, and coatings	As recommended by the manufacturer.

BACKPRIMING.--All primed metal surfaces in contact with concrete or concrete block exterior walls shall be coated with a bituminous paint on those surfaces in contact with the wall.

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 accordance with the coating system entitled, "Shop Primed Steel." 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 visible in public areas 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 SYSTEMS.--The surfaces to be coated shall be as shown on the plans and as specified elsewhere 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- CONCRETE.--

- 1 prime coat: concrete and masonry primer
- 2 finish coats: acrylic, exterior enamel, semi-gloss

SYSTEM 2- GALVANIZED METAL.--

- 1 pretreat coat: vinyl wash pretreatment
- 1 prime coat: galvanized metal primer
- 2 finish coats: acrylic, exterior enamel, semi-gloss

SYSTEM 3- SHOP PRIMED STEEL.--

1 prime coat : red oxide ferrous metal primer
2 finish coats: alkyd, exterior enamel, semi-gloss

COLOR SCHEDULE.--Colors shall be as shown on the plans.

DIVISION 10 THRU 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 specified 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.

Related work.--Earthwork, foundations, sheet metal, painting, mechanical and such other work incidental to and necessary for the proper installation and operation of the electrical work shall be done in accordance with the requirements specified for similar work elsewhere in these special provisions.

QUALITY ASSURANCE.--

Codes and standards.--All work performed and materials installed shall be in accordance with the National Electrical Code; the California Building Standards Code, Title 24, Part 3, "California Electrical Code," and the California Code of Regulations, Title 8, Chapter 4, "Electrical Safety Orders," and all local ordinances.

Warranties and guarantees.--Manufacturer's warranties and guarantees for materials or equipment used in the work shall be delivered to the Engineer at the jobsite prior to acceptance of the contract.

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.

SUBMITTALS.--

Product data.--A list of materials and equipment to be installed, manufacturer's descriptive data, and such other data as may be requested by the Engineer shall be submitted for approval.

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein.

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.

CONDUCTORS.--

Conductors.--

Conductors shall be stranded copper wire.

Conductor insulation types unless otherwise shown or specified, shall be as follows:

1. Conductors shall be type THWN in wet and outdoor locations.
2. 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.

ELECTRICAL BOXES.--

Outlet, device and junction boxes.--

Unless otherwise shown or specified, boxes shall be cast iron boxes with threaded hubs and shall be of the size and configuration best suited to the application shown on the plans.

Unless otherwise shown or specified, surface-mounted boxes shall have galvanized steel covers with metal screws.

Weatherproof junction boxes shall have cast metal covers with gaskets.

Weatherproof switch and receptacle boxes shall have gasketed covers with gasketed hinged flaps to cover switches and receptacles.

RECEPTACLES AND SWITCHES.--

Ground fault circuit interrupter receptacles, (GFCI)--

Ground fault circuit interrupter receptacles shall be NEMA Type 5-20R, feed-through type, ivory color, 3-wire, 20-ampere, 125-volt AC, grounding type, specification grade, duplex receptacle with ground fault interruption. Receptacle shall detect and trip at current leakage of 5 milliamperes and shall have front mounted test and reset buttons.

Three-way toggle switches.--

Three-way toggle switches shall be 20-ampere, 120/277-volt AC, quiet type, specification grade, ivory color switch with silver cadmium alloy contacts. Switch shall be suitable for wiring with stranded conductors.

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.

PART 3.- EXECUTION

INSTALLATION.--

Conduit, general.--Rigid steel conduit shall be used unless otherwise shown on the plans or specified in these special provisions.

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.

Conduit shall be concealed unless otherwise shown on the plans.

Conduits shall be tightly covered and well protected during construction using metallic bushings and bushing "pennies" to seal open ends.

Locations of conduit runs shall be planned in advance of the installation and coordinated with the ductwork, plumbing, ceiling and wall construction in the same areas and shall not unnecessarily cross other conduits or pipe, nor prevent removal of ceiling tiles or panels, nor block access to mechanical or electrical equipment.

Where practical, conduits shall be installed in groups in parallel, vertical or horizontal runs and at elevations that avoid unnecessary offsets.

Exposed conduit shall be installed parallel and at right angles to the building lines.

All raceway systems shall be secured to the building structures using specified fasteners, clamps and hangers.

Single conduit runs shall be supported by using one hole pipe clamps. Where run horizontally on walls in damp or wet locations, conduit shall be installed with "clamp backs" to space conduit off the surface.

Existing underground conduit to be incorporated into a new system shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

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.

Splices and joints shall be insulated with insulation equivalent to that of the conductor.

Provide 155 mm 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.

Splices in underground pull boxes and similar locations shall be made watertight.

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.

Feeder and branch circuit ungrounded 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

Where more than one branch circuit enters or leaves a conduit, panel, gutter, or junction box, each conductor shall be identified by its panelboard and circuit number. Identification shall be made with one of the following:

1. Adhesive backed paper or cloth wrap-around markers with clear, heat shrinkable tubing sealed over either type of marker.
2. Self-laminating wrap around type, printable, transparent, permanent heat bonding type thermoplastic film markers.
3. Pre-printed, white, heat-shrinkable tubing.

Outlet, device and junction box installation.--Outlet, device, and junction boxes shall be installed at the locations and elevations shown on the plans or specified herein. Adjustments to locations may be made as required by structural conditions and to suit coordination requirements of other trades.

Anchorage.--Hangers, brackets, conduit straps, supports, and electrical equipment shall be rigidly and securely fastened to surfaces by means of toggle bolts on hollow masonry; expansion shields and machine screws, or expansion anchors and studs or standard preset inserts on concrete or solid masonry; machine screws or bolts on metal surfaces; and wood or lag screws on wood construction.

Anchorage devices shall be installed in accordance with the anchorage manufacturer's recommendations.

16.03 LIGHTING

GENERAL.--This work shall consist of furnishing, installing and connecting all lighting equipment in accordance with the details shown on the plans and these special provisions.

SUBMITTALS.--Manufacturer's descriptive information, photometric curves, catalog cuts, and installation instructions shall be submitted for approval.

PRODUCTS.--

Lighting fixture lamps.--

Lighting fixture lamps shall be type and size as shown on the plans. Lamps shall be General Electric, Phillips, Sylvania, or equal. Fluorescent lamps, unless otherwise noted, shall be 4100K tri-phosphor with a CRI of 70 or greater.

Ballasts.--

All fluorescent fixtures shall be equipped with high power factor ballasts suitable for the line voltage and for the type, size and number of lamps required by the fixture. Fluorescent ballasts shall be UL Listed, Class P and ETL Certified ballasts

Lighting fixtures.--

Lighting fixtures shall be as shown on the plans and as specified herein.

F1.--

Stem mounted fluorescent fixture with one F96T12 lamp, 800 MA, 120-volt ballast. Fixture shall have reinforced fiberglass housing, high impact acrylic diffuser, continuous polyurethane gasketing formed to housing complete with 16 mm watertight hubs at each end and one on the top. Fixture shall be listed for wet locations.

Concrete.--

Concrete shall be as specified under "Cast-In-Place Concrete" in Division 3, "Concrete and Reinforcement," of these special provisions. The concrete shall be commercial quality portland cement concrete containing not less than 337 kilograms of cement per cubic meter.

EXECUTION.--

LIGHTING FIXTURES.--Lighting fixtures shall be mounted securely in accordance with the manufacturer's recommendations. Mounting methods shall be suitable for the particular type of ceiling or support at each location.

The Contractor shall provide all supports, hangers, spacers, channels, fasteners and other hardware necessary to support the fixtures.

Fixtures shall be set at the mounting heights shown on the plans, except heights shown shall be adjusted to meet conditions.

BALLASTS.--All fluorescent fixtures shall be equipped with high power factor ballasts suitable for the line voltage and for the type, size and number of lamps required by fixture. All ballasts used in unheated areas inside the building shall be -20°C ballasts or less.