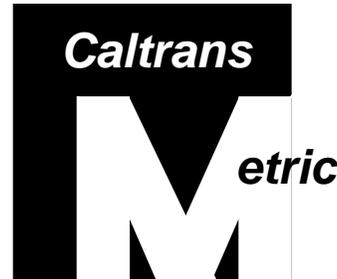


**** WARNING ** WARNING ** WARNING ** WARNING ****
This document is intended for informational purposes only.

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
AND
SPECIAL PROVISIONS**

**FOR CONSTRUCTION ON STATE
HIGHWAY IN**

**SHASTA COUNTY NEAR LA MOINE AT 1.0 km SOUTH OF
SLATE CREEK BRIDGE**

DISTRICT 02, ROUTE 5

For use in connection with Standard Specifications DATED JULY 1999, Standard Plans DATED JULY 1999, and Labor Surcharge and Equipment Rental Rates.

CONTRACT NO. 02-376804
(INFORMAL BIDS CONTRACT)

02-Sha-5-R77.6

Bids Open: August 1, 2000
Dated: July 21, 2000

IMPORTANT SPECIAL NOTICES

- Attention is directed to the Notice to Contractors and Section 1, "Plans and Specifications," of the special provisions regarding references to the District and District Director's Office. The Office of the District Director for the Northern Region is located at Marysville.
- **Direct bidding inquiries to the District Construction Office (Telephone: 530-822-4320)**
- The bidder's attention is directed to the following special requirements for this project concerning award and execution of contract and beginning of work:

Attention is directed to Section 2-1.01, "General," of these special provisions for special requirements for submittal of forms of bidder's security and for FAX submittal of claims of mistakes.

Attention is directed to Section 2-1.04, "Submission of DVBE Information," of these special provisions for special requirements for submittal of DVBE information. DVBE information shall include all DVBE partners.

It is anticipated that this contract will be awarded within seven days after the bid opening. (See Section 3 of the special provisions.)

If the Bidder submits cash or a cashier's check or a certified check as the form of bidder's security (see Section 2-1.07 of the Standard Specifications), the Bidder shall also include with the bid submittal a signed and notarized affidavit from an admitted surety insurer that contract bonds, as required by Section 3-1.02, "Contract Bonds," of the Standard Specifications, will be provided within the specified time for executing and returning the contract for approval.

If the bidder claims a mistake was made in his bid, the bidder shall give the Department written notice within 48 hours, not including Saturdays, Sundays and legal holidays, after the opening of bids of the alleged mistake in lieu of the 5 days specified in Section 2-1.095, "Relief of Bidders," in the Standard Specifications. (See Section 2-1.01 of the special provisions.) Caltrans' FAX number for submitting this information is (916) 227-6282. Such information shall be submitted "Attention Office Engineer."

The Contractor may begin work after award of the contract at his own risk. The contract work shall be completed before the expiration of 30 working days **beginning at 12:01 a.m. of the day after the day of contract award.** (See Section 4 of the special provisions).

The contract shall be signed by the successful bidder and shall be received with contract bonds by the Office of Office Engineer within **4** days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. (See Section 3 of the special provisions.)

If properly executed by the bidder, it is anticipated the contract will be approved within 24 hours of when the executed contract and contract bonds are received by the Department.

The time limit specified in the Special Provisions for the completion of work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. It is expected that additional shifts will be required throughout the life of the contract to the extent deemed necessary to ensure that the work will be completed within the time limit specified. (See Section 4 of the Special Provisions).

The following forms have been included at the end of the Proposal and Contract book to assist the successful bidder in early execution of the contract documents: Payment Bond, Performance Bond and Payee Data Record.

- **SURETY 2000**

Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

Insert Seal Here

TABLE OF CONTENTS

NOTICE TO CONTRACTORS.....	1
COPY OF ENGINEER'S ESTIMATE.....	3
SPECIAL PROVISIONS.....	4
SECTION 1. SPECIFICATIONS AND PLANS.....	4
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS.....	4
2-1.01 GENERAL.....	4
2-1.02 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE).....	4
2-1.03 DVBE GOAL FOR THIS PROJECT.....	5
2-1.04 SUBMISSION OF DVBE INFORMATION.....	6
2-1.05 SMALL BUSINESS PREFERENCE.....	6
2-1.06 CALIFORNIA COMPANY PREFERENCE.....	7
SECTION 3. AWARD AND EXECUTION OF CONTRACT.....	7
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES.....	8
SECTION 5. GENERAL.....	9
SECTION 5-1. MISCELLANEOUS.....	9
5-1.01 PLANS AND WORKING DRAWINGS.....	9
5-1.02 LABOR NONDISCRIMINATION.....	9
5-1.03 INTEREST ON PAYMENTS.....	9
5-1.04 PUBLIC SAFETY.....	9
5-1.05 SURFACE MINING AND RECLAMATION ACT.....	10
5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	10
5-1.07 YEAR 2000 COMPLIANCE.....	11
5-1.08 SUBCONTRACTOR AND DVBE RECORDS.....	11
5-1.09 PERFORMANCE OF DVBE SUBCONTRACTORS AND SUPPLIERS.....	11
5-1.10 SUBCONTRACTING.....	11
5-1.11 AREAS FOR CONTRACTOR'S USE.....	12
5-1.12 PAYMENTS.....	12
SECTION 6. (BLANK).....	13
SECTION 7. (BLANK).....	13
SECTION 8. MATERIALS.....	13
SECTION 8-1. MISCELLANEOUS.....	13
8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS.....	13
8-1.02 APPROVED TRAFFIC PRODUCTS.....	19
PAVEMENT MARKERS, PERMANENT TYPE.....	19
PAVEMENT MARKERS, TEMPORARY TYPE.....	20
STRIPING AND PAVEMENT MARKING MATERIALS.....	20
CLASS 1 DELINEATORS.....	21
CHANNELIZERS.....	21
CONICAL DELINEATORS, 1070 mm.....	21
OBJECT MARKERS.....	21
TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS.....	22
THRIE BEAM BARRIER MARKERS.....	22
CONCRETE BARRIER DELINEATORS, 400 mm.....	22
CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm).....	22
SOUND WALL DELINEATOR.....	22
GUARD RAILING DELINEATOR.....	22
RETROREFLECTIVE SHEETING.....	22
SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS.....	23
SECTION 8-2. (BLANK).....	23
SECTION 8-3. WELDING.....	23
8-3.1 WELDING ELECTRODES.....	23
SECTION 9. (BLANK).....	24
SECTION 10. CONSTRUCTION DETAILS.....	24
SECTION 10-1. GENERAL.....	24
10-1.01 ORDER OF WORK.....	24
10-1.02 ENVIRONMENTALLY SENSITIVE AREA.....	24

10-1.03	WATER POLLUTION CONTROL.....	24
	WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES.....	25
	WPCP IMPLEMENTATION.....	26
	MAINTENANCE.....	26
	PAYMENT.....	27
10-1.04	TEMPORARY FENCE.....	27
10-1.05	PROGRESS SCHEDULE.....	27
10-1.06	OBSTRUCTIONS.....	27
10-1.07	CONSTRUCTION AREA SIGNS.....	28
10-1.08	MAINTAINING TRAFFIC.....	28
10-1.09	CLOSURE REQUIREMENTS AND CONDITIONS.....	29
	CLOSURE SCHEDULE.....	29
	CONTINGENCY PLAN.....	29
	LATE REOPENING OF CLOSURES.....	29
	COMPENSATION.....	30
10-1.10	TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE.....	30
10-1.11	PORTABLE CHANGEABLE MESSAGE SIGN.....	30
10-1.12	TEMPORARY CRASH CUSHION MODULE.....	31
	GENERAL.....	31
	MATERIALS.....	31
	INSTALLATION.....	32
	MEASUREMENT AND PAYMENT.....	32
10-1.13	EXISTING HIGHWAY FACILITIES.....	32
	ADJUST RISER.....	32
10-1.14	CLEARING AND GRUBBING.....	32
10-1.15	EARTHWORK.....	32
10-1.16	EROSION CONTROL (GYPSUM MATTE).....	32
	MATERIALS.....	32
	APPLICATION.....	34
	MEASUREMENT AND PAYMENT.....	34
10-1.17	SLOPE PROTECTION.....	35

STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A62A	Excavation and Backfill - Miscellaneous Details
D93B	Drainage Inlet Riser Connections
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T10	Traffic Control System for Lane Closure On Freeways and Expressways

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

THIS IS AN INFORMAL BIDS CONTRACT

CONTRACT NO. 02-376804

02-Sha-5-R77.6

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT
PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SHASTA COUNTY
NEAR LA MOINE AT 1.0 km SOUTH OF SLATE CREEK BRIDGE**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on August 1, 2000, at which time they will be publicly opened and read in Room 0100 at the same address.

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

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL
AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN SHASTA
COUNTY NEAR LA MOINE AT 1.0 km SOUTH OF SLATE CREEK BRIDGE**

General work description: Slide to be removed and rock slope protection to be placed.

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

No pre-bid meeting is scheduled for this project.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the abovementioned schedule and that the work will be completed within the time limit specified.

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 C-12 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.

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 Section 2-1.03, "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.

A reciprocal preference will be granted to "California company" bidders in accordance with Section 6107 of the Public Contract Code. (See Sections 2 and 3 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.

The District in which the work for this project is located has been incorporated into the Department's Northern Region. References in the Standard Specifications or in the special provisions to the district shall be deemed to mean the Northern Region. The office of the District Director for the Northern Region is located at Marysville.

Bid packages with 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, P.O. Box 942874, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Project plans and special provisions may be obtained either at the preceding address, or at the Northern Region Construction Office, 201 D Street, Suite F, Marysville, California, Telephone No. (530) 822-4307, FAX (530) 822-4324. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. Standard Specifications and Standard Plans are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are not available.

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

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated July 21, 2000

MTH

COPY OF ENGINEER'S ESTIMATE
(NOT TO BE USED FOR BIDDING PURPOSES)

02-376804

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	071301	TEMPORARY FENCE	M	10
2 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1
4	152434	ADJUST RISER	EA	1
5	160101	CLEARING AND GRUBBING	LS	LUMP SUM
6	190130	ROADWAY EXCAVATION (SLIDE REMOVAL)	M3	3500
7	194001	DITCH EXCAVATION	M3	670
8 (S)	203003	STRAW (EROSION CONTROL)	TONN	0.8
9 (S)	203014	FIBER (EROSION CONTROL)	KG	210
10 (S)	203024	COMPOST (EROSION CONTROL)	KG	630
11 (S)	019400	GYPSUM (EROSION CONTROL)	KG	530
12 (S)	203045	PURE LIVE SEED (EROSION CONTROL)	KG	6.5
13	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	M3	470
14	729010	ROCK SLOPE PROTECTION FABRIC	M2	1280

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SPECIAL PROVISIONS

Annexed to Contract No. 02-376804

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

The District in which the work for this project is located has been incorporated into the Department's Northern Region. References in the Standard Specifications or in these special provisions to the district shall be deemed to mean the Northern Region. The office of the District Director for the Northern Region is located at Marysville.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in accordance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, 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 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

If the Bidder submits cash or a cashier's check or a certified check as the form of bidder's security (See said Section 2-1.07 of the Standard Specifications), the Bidder shall also include with the bid submittal a signed and notarized affidavit from an admitted surety insurer that contract bonds, as required by Section 3-1.02, "Contract Bonds," of the Standard Specifications, will be provided within the time specified elsewhere in these special provisions for executing and returning the contract for approval.

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.

If the bidder claims a mistake was made in his bid, the bidder shall give the Department written notice within 48-hours, not including Saturdays, Sundays and legal holidays, after the opening of bids of the alleged mistake, in lieu of the 5 days specified in Section 2-1.095, "Relief of Bidders," in the Standard Specifications. The notice of alleged mistake shall specify in detail how the mistake occurred.

2-1.02 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 Section 2-1.04, "Submission of 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 Section 3-1.01A, "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.

2-1.03 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/>.

2-1.04 SUBMISSION OF DVBE INFORMATION

The required DVBE information shall be submitted **WITH THE BID** on the following "CALTRANS BIDDER - DVBE - INFORMATION" and "TELEPHONE LOG AND LIST OF REJECTED DVBEs."

It is the bidder's responsibility to meet the goal for DVBE participation or to establish that, prior to bidding, the bidder made good faith efforts to do so based on the information in the "CALTRANS BIDDER - DVBE - INFORMATION" and "TELEPHONE LOG AND LIST OF REJECTED DVBEs."

The information to show that the DVBE goal will be met on the "CALTRANS BIDDER - DVBE - INFORMATION" form 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 such 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 said work to be performed or furnished by that DVBE shall be included in the DVBE information, including the planned location of said work. DVBE prime contractors shall enter their Office of Small Business Certification and Resources (OSBCR) - DVBE reference number and/or DBA name, as listed with OSBCR, on the line provided. (Note: DVBE subcontractors to whom the bidder proposes to directly subcontract portions of the work are to be named in the bid. - See Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," 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 with the bid. 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 with the bid. The "certified roster" must indicate that at least 20 percent of the broker's trucks are owned by 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 at least 20 percent of the revenue paid by the broker will be paid to DVBEs listed on the "certified roster".

Information necessary to establish the bidder's good faith efforts to meet the DVBE goals shall be included in the "TELEPHONE LOG AND LIST OF REJECTED DVBEs" form located in the Proposal and shall include:

1. The names, dates and times of notices of all certified DVBEs solicited by telephone for this project and the dates, times and methods used for following up initial solicitations to determine with certainty whether the DVBEs were interested.
2. The names of DVBEs who submitted bids which were not accepted and the reason for rejection of the DVBEs bid.

Bidders are cautioned that even though their submittal indicates they will meet the stated DVBE goal, their submittal should also include the telephone log and rejected DVBE 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.

It is the bidder's responsibility to be available, by phone, both the day of and the day after the bid opening to answer questions and provide good faith effort clarification. The bidder shall also assure that listed DVBEs are available, by phone, on the day after the bid opening.

If it is found that the goal has not been met, the Department will review the information submitted with the bid to determine the bidder's good faith effort. In the event that the Department determines that a bidder has not made a good faith effort based on the information submitted with the bid and its independent investigation, the Department's decision will be final.

2-1.05 SMALL BUSINESS PREFERENCE

Attention is directed to "Award and Execution 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 those 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.

2-1.06 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.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

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 efforts to do so is a condition for being eligible for award of contract.

It is anticipated that this contract will be awarded within seven days after the bid opening.

The contract shall be signed by the successful bidder and shall be received with contract bonds by the Office of Office Engineer within 4 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation, P.O. Box 942874, Sacramento, CA 94274-0001, Attn: Office Engineer (MS 43) - Contracts.

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

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

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

30 WORKING DAYS

beginning at 12:01 a.m. of the day after the day of contract award.

The Contractor shall pay to the State of California the sum of \$325 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The 72 hours advance notice before beginning work as referred to in said Section 8-1.03 is changed to 24 hours advance notice for this project.

A working day as defined in said Section 8-1.06 is re-defined for this project. Subparagraph (a) of the second paragraph in said Section 8-1.06 shall not apply. Saturdays, Sundays and legal holidays, except days of inclement weather, will be counted as working days.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above-mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

5-1.02 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 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, 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 \$5000 or more.

5-1.03 INTEREST ON PAYMENTS

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

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following 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 conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. 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.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. 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.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 0.3-m deep.
 - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.05 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 section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.06 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. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

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 shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.08 SUBCONTRACTOR AND 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 (S) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer.

5-1.09 PERFORMANCE OF DVBE SUBCONTRACTORS AND SUPPLIERS

The DVBEs listed by the Contractor in response to the requirements in Section 2-1.04, "Submission of DVBE Information," 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 the written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of the 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 the 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 Contractor's License Law.
- (7) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for the work or material unless it is performed or supplied by the listed DVBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.10 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," Section 2-1.04, "Submission of DVBE Information," and Section 3, "Award and Execution of Contract," elsewhere in these special provisions and these special provisions.

Section 8-1.01 of the Standard Specifications is amended by adding the following before the sixth 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 under Section 2-1.04, "Submission of DVBE Information," of these special provisions is in addition to the subcontractor information required to be furnished under said Section 8-1.01, "Subcontracting," and Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications.

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 Section 2-1.02, "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.

5-1.11 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

5-1.12 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- A. Clearing and Grubbing \$5,000

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 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 provisions:

- A. 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.
- B. 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 necessary information as required by 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 will be final.
- C. 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, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

Unless otherwise specified, 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 PLAIN WIRE REINFORCEMENT, ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS mm ²	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

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

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

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

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

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

CONVERSION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT USA STEEL WIRE THICKNESS inch	GAGE NO.
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 PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	EQUIVALENT IMPERIAL SIZE inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in inches (T") represents an exact conversion of the metric thickness in millimeters (T).

CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	EQUIVALENT NOMINAL US SIZE inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

CONVERSION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	EQUIVALENT IMPERIAL SIZE Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

CONVERSION TABLE FOR IRRIGATION COMPONENTS

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	EQUIVALENT NOMINAL US SIZE inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

8-1.02 APPROVED TRAFFIC PRODUCTS

The Department maintains the following list of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the list of Approved Traffic Products.

The manufacturer of products on the list of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

Signing and delineation materials and products shall not be used in the work unless the material or product is on the list of Approved Traffic Products.

Materials and products may be added to the list of Approved Traffic Products if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
- B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- C. Stimsonite, Model 944SB (51 mm x 100 mm)*
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Apex Universal, Model 929 (ABS)
- C. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- D. Highway Ceramics, Inc. (Ceramic)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Alpine Products, D-Dot (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIALS

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Swarco Industries, "Director 35" (For transverse application only)
- D. Swarco Industries, "Director 60"
- E. 3M, "Stamark" Series 380 and 5730
- F. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Brite-Line, Series 100
- B. P.B. Laminations, Aztec, Grade 102
- C. Swarco Industries, "Director-2"
- D. 3M, "Stamark," Series 620
- E. 3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)
- F. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

Removable Traffic Paint

- A. Belpro, Series 250/252 and No. 93 Remover

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

- A. Bent Manufacturing Company, "Masterflex" Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754TM

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, "Masterflex" Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. TrafFix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

Type "K-4" / "Q", 600 mm

(Shown as Type "Q" in the Traffic Manual)

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM

- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- F. The Line Connection, Model DP21-4Q

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

Non-Impactable Type

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied to a vertical surface. Top of reflective element at 1200 mm)

- A. Davidson Plastics, PCBM S-36

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Stimsonite, Series 6200 (For rigid substrate devices only)

Traffic Cones, 330 mm Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

Barrels and Drums

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

Barricades: Type I, Engineer Grade

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

Barricades: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity Grade

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

Signs: Type IV, High-Intensity Prismatic Grade

- A. Stimsonite Series 6200

Signs: Type VII, High-Intensity Prismatic Grade

- A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

- A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
- B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

SECTION 8-2. (BLANK)

SECTION 8-3. WELDING

8-3.1 WELDING ELECTRODES

Flux core welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform any type of welding for this project.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" of these special provisions regarding traffic lane closures.

The first order of work shall be to install the temporary fence for the environmentally sensitive areas (ESA).

Not less than 20 days prior to applying seeds, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

10-1.02 ENVIRONMENTALLY SENSITIVE AREA

Attention is directed to the environmentally sensitive areas (ESA), shown on the plans, and certain State and Federal regulations which may pertain to such areas. These areas are protected and neither the Contractor or his employees shall be allowed access, unless authorized in writing by the Engineer. The Contractor shall take positive measures to ensure that his forces stay out of these areas, including giving written notice to his employees and subcontractors.

Attention is directed to "Order of Work" and "Temporary Fence" elsewhere in these special provisions.

Full compensation for complying with State or Federal regulations and protecting the environmentally sensitive areas shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

The Contractor will be required to pay the cost of any mitigation or repairs to the environmentally sensitive areas, shown on the plans or fenced with temporary fencing, that are damaged or impacted by reason of the Contractor's or his subcontractor's operations and deductions from any moneys due or to become due the Contractor will be made to cover such cost.

10-1.03 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications 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 Northern Region Construction Office at 961 Live Oak Boulevard, Yuba City, California 95991.

The Contractor shall know and fully 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 whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the 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 the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

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

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. 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 9-1.06, "Partial Payments," of the Standard Specifications.
- C. 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 provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

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 provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, 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 7 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 3 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 3 days of receipt of the Engineer's comments. The Engineer will have 3 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

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

The WPCP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. 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 conformance with the procedure specified in the Handbook.

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

- A. Project description and Contractor's certification;
- B. Project information;
- C. Pollution sources, control measures, and water pollution control drawings; and
- D. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially

approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the on-site WPCP document.

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

WPCP IMPLEMENTATION

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. 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 October 15 and April 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not 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 not 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 on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Throughout the winter season, soil-disturbed areas on the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the 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. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for 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 provisions in this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time needed to address any deficient measures or 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. One copy of each site inspection record shall be submitted to the Engineer.

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

- A. Prior to a forecast storm;
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24-hour intervals during extended precipitation events; and
- D. 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 immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

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 provisions in this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in 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 provisions in 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.

10-1.04 TEMPORARY FENCE

Temporary fence shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary fence shall consist of orange colored polymer fabric attached to posts. Polymer fabric shall be polyethylene or polypropylene material, ultraviolet stabilized and having a minimum tensile strength rating of 820 kilograms per meter. Polymer fabric fence shall be constructed in accordance with the manufacturer's recommendations.

Temporary fence shall be at least 1.2 m in height. Fence posts shall be placed a maximum of 2 m center to center.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

Posts shall be either metal or wood at the Contractor's option.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

Concrete footings for metal posts will not be required.

Temporary fence that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary fence shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

The temporary fence will be measured and paid for in the same manner specified for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Full compensation for maintaining, removing, and disposing of temporary fence shall be considered as included in the contract price paid per meter for temporary fence and no additional compensation will be allowed therefor.

10-1.05 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

10-1.06 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar 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:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

10-1.07 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Approved Traffic Products" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Approved Traffic Products" of these special provisions.

10-1.08 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" and "Portable Changeable Message Signs" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

No work that would require a lane closure shall be performed.

A portable changeable message sign shall be placed for each stationary type lane closure in advance of the first advance warning sign shown on the plans, or as directed by the Engineer.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

Whenever personnel or equipment are working on the project, the outside traffic lane shall be closed as shown on the plans, unless otherwise directed by the Engineer.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

Chart No. 1 Multilane Lane Requirements																									
Location: Sha-5-R76.1/R78.2 Southbound																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1										
Saturdays																									
Sundays																						1	1	1	1
Day before designated legal holiday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1										
Designated legal holidays																									

Legend:

1	One lane open in direction of travel
	No lane closure allowed

10-1.09 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.10 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing components when operated within a stationary lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on vehicles which are being used to place, maintain and remove components of a traffic control system and shall be in place before a lane closure requiring its use is completed.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.11 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations shown on the plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

The Contractor shall have one portable changeable message sign on the project at all times.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the portable changeable message signs.

10-1.12 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety" of these special provisions.

GENERAL

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
 - 1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintosco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
 - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
 - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

10-1.13 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

ADJUST RISER

Existing pipe risers shall be adjusted as shown on the plans.

10-1.14 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed to a width of 3.0 m outside of the excavation and embankment slope lines.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.15 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Surplus excavated material shall be disposed of at the disposal site shown on the plans. The exact location and shape of the disposed material shall be as directed by the Engineer.

10-1.16 EROSION CONTROL (GYPSUM MATTE)

Erosion control (gypsum matte) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (gypsum matte) work shall consist of applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities. Erosion control (gypsum matte) shall be applied during the period starting September 1 and ending November 15; or, if the slope on which the erosion control is to be placed is finished during the winter season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately; or, if the slope on which the erosion control is to be placed is finished outside both specified periods and the contract work will be completed before November 15, the erosion control shall be applied as a last item of work.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lotus purshianus (Purshings Lotus)	40	1.0
Trifolium hirtum monte frio (Monte frio rose clover)	40	5.0
Lotus Scoparius (Deer weed)	50	3.0

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Elymus glaucus "Shasta Trinity"* (Shasta-Trinity blue wildrye)	40	8.0
Festuca idahoensis "Siskiyou"* (Native idaho fescue)	50	3.0
Bromus carinatus* (Native california brome)	55	5.0
Vulpia microstachys (Three Weeks Fescue)	50	5.0
Cercis occidentalis (Western Redbud)	50	1.0

* California Seed Source

Gypsum

Gypsum shall consist of a naturally occurring high purity processed gypsum and necessary additives, such as retraders and accelerators and water to formulate a cementitious binder that will produce a protective crust like barrier within 4 to 8 hours after application. Gypsum shall be produced from a quarried or mined source and shall be processed to be composed of a crushed, dry calcium sulfate hemihydrate (CA SO4.1/2H2O) having a purity of not less than 88%. Gypsum which has become partially air set, lumpy or caked prior to use will be rejected.

Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Wheat and barley straw shall be derived from irrigated crops.

Prior to delivery of wheat or barley straw to the project site, the Contractor shall provide the date of harvest and the name, address and telephone number of the grower.
 Straw shall be derived from wheat or barley.

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 6 mm screen. The moisture content of the compost shall not exceed 35 percent. Moisture content shall be determined by California Test 226. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent. Compost will be tested for maturity and stability with a solvita test kit. The compost shall measure a minimum of 6 on the maturity and stability scale.

APPLICATION

Erosion control materials shall be applied in 3 separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	400
Non-Legume Seed	22.0
Legume Seed	9.0
Gypsum	1000
Compost	1200

- B. Straw shall be applied at the rate of 4.0 tonnes per hectare based on slope measurements. Incorporation of straw will not be required.
- C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	600
Compost	1800
Gypsum	1500

- E. The ratio of total water to total gypsum in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, gypsum applications shall be completed in that area on the same working day. The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

The contract price paid per kilogram for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per kilogram for gypsum (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in gypsum (erosion control), complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.17 SLOPE PROTECTION

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.