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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**NOTICE TO CONTRACTORS
AND
SPECIAL PROVISIONS**

**FOR CONSTRUCTION ADJACENT TO STATE HIGHWAY IN
SAN FRANCISCO AND ALAMEDA COUNTIES
FROM TREASURE ISLAND TO 1.6 KM WEST OF THE TOLL PLAZA**

DISTRICT 04, ROUTE 80

**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 2004 and Labor
Surcharge and Equipment Rental Rates.**

**CONTRACT NO. 04-013514
04-SF,Ala-80-13.2/14.2,0.0/1.6**

**Bids Open: December 18, 2006
Dated: November 27, 2006**

IMPORTANT SPECIAL NOTICES

SUBMITTAL OF BIDS AND AWARD OF CONTRACT CONTRACT NO. 04-013514 CONTRACT NO. 04-0120K4

The Department is advertising the work for this seismic retrofit project authorized by Streets and Highways Code Section 180, et seq., under two separate contracts, 04-013514 and 04-0120K4. Contract 04-013514 is for the installation of one 25 kV submarine cable with 750 kcmil conductors. Contract 04-0120K4 is for the installation of two 25 kV submarine cables with 1000 kcmil conductors. The bidder may submit bids for either contract, or both.

Funding for the second electrical cable of Contract No. 04-0120K4, if awarded, will be provided by the City and County of San Francisco. Within 10 days after opening bids, the City and County of San Francisco will determine whether it will provide funds for the second electrical cable. If the City and County of San Francisco determines that it will provide such funds, Contract No. 04-0120K4 will be selected for award. If the City and County of San Francisco will not provide such funds, Contract No.04-013514 will be selected for award. Bids for the contract not selected will not be considered in the determination of the responsible low bidder for the contract selected. Within 15 days after opening bids, the Department will notify the bidders of the contract selected for award.

The bidder's attention is directed to Section 2-1.0, "Bidder's Compensation," of the Special Provisions regarding compensation for submitting bids for these two contracts.

- The bidder's attention is directed to Section 2-1.06, "Pre-Award Qualification Questionnaire," and Section 3, "Award and Execution of Contract," in the special provisions regarding pre-award qualification questionnaire and pre-award qualifications review meeting.
- Attention is directed to Section 3, "Award and Execution of Contract," of these special provisions regarding submittal of the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications.
- The definition of a working day has been re-defined for this project. (See Section 4 of these special provisions.)
- Bidders inquiries are to be submitted to the Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, California 94612, email address: duty_senior_district04@dot.ca.gov, Telephone No. (510) 286-5209.

Bidders will be required to submit their inquiries in writing to the Oakland address, accompanied by an electronic copy where feasible, in order to avoid any misunderstandings. Written inquiries shall include the bidder's name, address and phone number. Written inquiries will be investigated and an addendum to the contract will be issued to the extent feasible and at the discretion of the Department. A copy of the responses to the bidder's inquiries and each addendum will be posted on the Internet at <http://www.dot.ca.gov/dist4/construction/inquiries/>

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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	Acronyms and Abbreviations (A-L)
A10B	Acronyms and Abbreviations (M-Z)
A10C	Symbols (Sheet 1 of 2)
A10D	Symbols (Sheet 2 of 2)
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4
ES-1A	Electrical Systems (Symbols And Abbreviations)
ES-1B	Electrical Systems (Symbols And Abbreviations)
ES-1C	Electrical Systems (Symbols And Abbreviations)

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 04-013514

04-SF,Ala-80-13.2/14.2,0.0/1.6

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION
ADJACENT TO STATE HIGHWAY IN SAN FRANCISCO AND ALAMEDA COUNTIES FROM TREASURE
ISLAND TO 1.6 KM WEST OF THE TOLL PLAZA**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2:00 o'clock p.m. on December 18, 2006, 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 ADJACENT TO STATE HIGHWAY IN SAN FRANCISCO AND ALAMEDA COUNTIES
FROM TREASURE ISLAND TO 1.6 KM WEST OF THE TOLL PLAZA**

General work description: Install one 25 kV submarine cables with 750 kcmil conductors.

Bidders are urged to obtain disabled veteran business enterprise (DVBE) participation on this project, although there is no specific project goal for DVBE participation.

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 one of the following Class C licenses: C-10.

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

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

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

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

Bidder inquiries may be made as follows:

Bidders inquiries are to be submitted to the Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, California 94612, email address: duty_senior_district04@dot.ca.gov, Telephone No. (510) 286-5209.

Bidders will be required to submit their inquiries in writing to the Oakland address, accompanied by an electronic copy where feasible, in order to avoid any misunderstandings. Written inquiries shall include the bidder's name, address and phone number. Written inquiries will be investigated and an addendum to the contract will be issued to the extent feasible and at the discretion of the Department. A copy of the responses to the bidder's inquiries and each addendum will be posted on the Internet at <http://www.dot.ca.gov/dist4/construction/inquiries/>

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

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

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated November 27, 2006

JRG

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

04-013514

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity
1	074018	HEALTH AND SAFETY PLAN	LS	LUMP SUM
2	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
3	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
4	010913	TURBIDITY CONTROL	LS	LUMP SUM
5	010914	NON-STORM WATER DISCHARGES	LS	LUMP SUM
6	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	2
7	074034	TEMPORARY COVER	M2	180
8	010915	RECONSTRUCT ROCK SLOPE PROTECTION (1T, METHOD B)	M3	200
9	682045	CLASS 3 PERMEABLE MATERIAL	M3	120
10	010916	GEOTEXTILE FILTER FABRIC	M2	440
11	010917	CONSTRUCTION SURVEYING	LS	LUMP SUM
12	010918	ONE 25 KV SUBMARINE CABLES AND ELECTRICAL SYSTEM	LS	LUMP SUM

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SPECIAL PROVISIONS

Annexed to Contract No. 04-013514

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 2004, of the Department of Transportation insofar as the same may apply, and these special provisions.

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

AMENDMENTS TO JULY 1999 STANDARD SPECIFICATIONS

UPDATED NOVEMBER 3, 2006

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

SECTION 1: DEFINITIONS AND TERMS

Issue Date: October 6, 2006

Section 1-1.01, "General," of the Standard Specifications is amended by adding the following:

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

1. Use of:

- 1.1. Imperative mood
- 1.2. Introductory modifiers
- 1.3. Conditional clauses

2. Elimination of:

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

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

- The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."
- Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.
- A list in the specifications is inclusive unless the items listed are specified as choices.
- Interpret terms as defined in the Contract documents. A term not defined in the Contract documents has the meaning defined in Means Illustrated Construction Dictionary, Condensed Version, Second Edition.

Section 1, "Definitions and Terms," of the Standard Specifications is amended by adding the following sections:

1-1.082 BUSINESS DAY

- Day on the calendar except Saturday or holiday.

1-1.084 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

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

1-1.245 HOLIDAY

- Day designated as a State holiday under Govt Code § 6700 et seq. except September 9th, "Admission Day." The day after Thanksgiving Day is a non-working day. Interpret "legal holiday" as "holiday."

Section 1-1.25, "Laboratory," of the Standard Specifications is amended to read:

1-1.25 LABORATORY

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

Section 1-1.255, "Legal Holidays," of the Standard Specifications is deleted.

Section 1-1.265, "Manual of Traffic Controls," of the Standard Specifications is deleted.

Section 1-1.275, "Office of Structure Design," of the Standard Specifications is amended to read:

1-1.275 OFFICES OF STRUCTURE DESIGN

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

Section 1-1.39, "State," of the Standard Specifications is amended to read:

1-1.39 STATE

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

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

Issue Date: June 19, 2003

Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

2-1.03 Examination of Plans, Specifications, Contract, and Site of Work

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

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

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

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

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

- When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.

- In some instances, information considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 2-1.03 and Section 6-2, "Local Materials."

- When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

- When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.

- When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.

- The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

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

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

SECTION 3: AWARD AND EXECUTION OF CONTRACT

Issue Date: November 3, 2006

Section 3, "Award and Execution of Contract," of the Standard Specifications is amended by adding the following section after Section 3-1.02, "Contract Bonds":

3-1.025 INSURANCE POLICIES

- The successful bidder shall submit:
 1. Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 7-1.12, "Indemnification and Insurance." Allowance of any additional exclusions is at the discretion of the Department.
 2. Certificate of Insurance showing all other required coverages. Certificates of Insurance, as evidence of required insurance for the auto liability and any other required policy shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
- If the successful bidder uses any form of self-insurance, it shall submit:
 1. A notice of election to self-insure
 2. The coverages for which self-insurance applies
 3. The amount of self-insurance
 4. Declaration under the penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines and the successful bidder has sufficient funds or other resources to cover the self-insurance amounts
 5. Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements and other modifications in effect at the time of contract execution, for those amounts not covered by self-insurance

Section 3-1.03, "Execution of Contract," of the Standard Specifications is amended to read:

3-1.03 EXECUTION OF CONTRACT

- The contract shall be signed by the successful bidder and returned, together with the contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," within 10 business days of receiving the contract for execution.

Section 3-1.04, "Failure to Execute Contract," of the Standard Specifications is amended to read:

3-1.04 FAILURE TO EXECUTE CONTRACT

- Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 3-1.03, "Execution of Contract," within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

SECTION 5: CONTROL OF WORK

Issue Date: December 31, 2001

Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

5-1.02A Excavation Safety Plans

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

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

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

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

- Attention is directed to Section 7-1.01E, "Trench Safety."

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY

Issue Date: October 6, 2006

The eighth paragraph of Section 7-1.09, "Public Safety" of the Standard Specifications is amended to read:

- Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the California MUTCD. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.

The fourteenth paragraph of Section 7-1.09, "Public Safety," of the Standard Specifications is amended to read:

- The Contractor shall notify the Engineer not less than 18 days and no more than 90 days prior to the anticipated start of an operation that will change the vertical or horizontal clearance available to public traffic (including shoulders).

The sixteenth paragraph of Section 7-1.09, "Public Safety," of the Standard Specifications is amended to read:

- When vertical clearance is temporarily reduced to 4.72 m or less, low clearance warning signs shall be placed in accordance with Part 2 of the California MUTCD and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.

Section 7-1.01A(6), "Workers' Compensation," of the Standard Specifications is amended to read:

7-1.101A(6) (Blank)

Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications is amended to read:

7-1.12 INDEMNIFICATION AND INSURANCE

- The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.025, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

7-1.12A Indemnification

- The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.12A Claims) arising out of or in connection with the Contractor's performance of this contract for:

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

- Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. No inspection by the State is a waiver of full compliance with these requirements.

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

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

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

7-1.12B Insurance

7-1.12B(1) General

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

7-1.12B(2) Casualty Insurance

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

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

7-1.12B(3) Workers' Compensation and Employer's Liability Insurance

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

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

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

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

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

7-1.12B(4) Liability Insurance

7-1.12B(4)(a) General

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

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

• The Contractor shall ensure that all of its subcontractors carry sufficient insurance coverage that the Contractor deems adequate based on the size, duration, and hazards of the subcontracted work.

7-1.12B(4)(b) Liability Limits/Additional Insureds

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

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

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

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

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

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

7-1.12B(4)(c) Contractor's Insurance Policy is Primary

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

7-1.12B(5) Automobile Liability Insurance

- The Contractor shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability shall be not less than \$1 000 000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.12B(4)(b) also applies to automobile liability.

7-1.12B(6) Policy Forms, Endorsements, and Certificates

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

7-1.12B(7) Deductibles

- The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 7-1.12B, "Insurance."

7-1.12B(8) Enforcement

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

- If the Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Contractor or terminate the Contractor's control of the work in accordance with Section 8-1.08, "Termination of Control."

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

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

7-1.12B(9) Self-Insurance

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

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

SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: June 30, 2006

The third paragraph of Section 9-1.03, "Work Performed by Contractor," of the Standard Specifications is amended to read:

- The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read:

9-1.04 NOTICE OF POTENTIAL CLAIM

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

- Disputes will not be considered unless the Contractor has first complied with specified notice or protest requirements, including Section 4-1.03, "Changes," Section 5-1.116, "Differing Site Conditions," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," and Section 8-1.10, "Utility and Non-Highway Facilities."

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

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

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

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

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

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

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

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

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

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

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute
2. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim
3. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 9-1.03, "Force Account Payment," or Section 8-1.09, "Right of Way Delays," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
 - 3.1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs
 - 3.2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs
 - 3.3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
 - 3.4. Other categories as specified by the Contractor or the Engineer
4. When an adjustment of contract time is requested the following information shall be provided:
 - 4.1. The specific dates for which contract time is being requested
 - 4.2. The specific reasons for entitlement to a contract time adjustment
 - 4.3. The specific provisions of the contract that provide the basis for the requested contract time adjustment
 - 4.4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.
5. The identification and copies of the Contractor's documents and the substance of oral communications that support the potential claim
 - The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.
 - Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items 1 to 5 above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.
 - The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.
 - Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or retentions, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 4-1.03A, "Procedure and Protest," and protests of the weekly statement of working days as provided in Section 8-1.06, "Time of Completion." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.
 - Unless otherwise specified in the special provisions, the Contractor may pursue the administrative claim process pursuant to Section 9-1.07B, "Final Payment and Claims," for any potential claim found by the Engineer to be without merit.
 - Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim process in conformance with Section 9-1.07B, "Final Payment of Claims," and shall operate as a bar to arbitration pursuant to Section 10240.2 of the California Public Contract Code.

Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

9-1.07B Final Payment and Claims

- After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including an itemization of the total amount, segregated by contract item quantities, extra work and other bases for payment, and shall also show each deduction made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. Prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. The Contractor's receipt of the proposed final estimate shall be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

- On the Contractor's approval, or if the Contractor files no claim within the specified period of 30 days, the Engineer will issue a final estimate in writing in conformance with the proposed final estimate submitted to the Contractor, and within 30 days thereafter the State will pay the entire sum so found to be due. That final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

- If the Contractor within the specified period of 30 days files claims, the Engineer will issue a semifinal estimate in conformance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum found to be due. The semifinal estimate and corresponding payment shall be conclusive and binding against both parties to the contract on each question relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

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

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

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

1. The claim does not have the same nature, circumstances, and basis as the corresponding full and final documentation of potential claim.
2. The claim does not have a corresponding full and final documentation of potential claim.
3. The claim was not included in the written statement of claims.
4. The Contractor did not comply with applicable notice or protest requirements of Sections 4-1.03, "Changes," 5-1.116, "Differing Site Condition," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim."

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

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

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

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

(name) _____ of

(title) _____

(company)

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

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day

of _____

(Notary Public)
 My Commission
 Expires _____

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

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

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

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

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

The final determination of claims will be sent to the Contractor by hand delivery or deposit in the U.S. mail. The Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

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

SECTION 15: EXISTING HIGHWAY FACILITIES

Issue Date: November 2, 2004

The sixth paragraph of Section 15-2.07, "Payment," of the Standard Specifications is amended to read:

- Full compensation for removing, salvaging, reconstructing, relocating or resetting end caps, return caps, terminal sections, and buried post anchors, for metal beam guard railings and thrie beam barriers, and for connecting reconstructed, relocated or reset railings and barriers to new and existing facilities, including connections to concrete, shall be considered as included in the contract price paid per meter for the type of railing or barrier work involved and no additional compensation will be allowed therefor.

SECTION 19: EARTHWORK

Issue Date: December 31, 2001

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

SECTION 75: MISCELLANEOUS METAL

Issue Date: June 30, 2006

The table in the tenth paragraph of Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications is amended to read:

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35 [450-240], Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings	ASTM Designation: A 48, Class 30B
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

* Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dyed dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.

The second paragraph in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

- Miscellaneous bridge metal shall consist of the following, except as further provided in Section 51-1.19, "Utility Facilities," and in the special provisions:

- A. Bearing assemblies, equalizing bolts and expansion joint armor in concrete structures.
- B. Expansion joint armor in steel structures.
- C. Manhole frames and covers, frames and grates, ladder rungs, guard posts and access door assemblies.
- D. Deck drains, area drains, retaining wall drains, and drainage piping, except drainage items identified as "Bridge Deck Drainage System" in the special provisions.

The seventh paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

- Sheet steel for access doors shall be galvanized sheet conforming to the requirements in ASTM Designation: A 653/A 653M, Coating Designation Z600 {G210}.

The table in the eighteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Sustained Tension Test Load (kilonewtons)
29.01-33.00	137.9
23.01-29.00	79.6
21.01-23.00	64.1
* 18.01-21.00	22.2
15.01-18.00	18.2
12.01-15.00	14.2
9.01-12.00	9.34
6.00-9.00	4.23

* Maximum stud diameter permitted for mechanical expansion anchors.

The table in the nineteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Ultimate Tensile Load (kilonewtons)
30.01-33.00	112.1
27.01-30.00	88.1
23.01-27.00	71.2
20.01-23.00	51.6
16.01-20.00	32.0
14.01-16.00	29.4
12.00-14.00	18.7

The table in the twenty-second paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Installation Torque Values, (newton meters)

Stud Diameter (millimeters)	Shell Type Mechanical Expansion Anchors	Integral Stud Type Mechanical Expansion Anchors	Resin Capsule Anchors and Cast-in-Place Inserts
29.01-33.00	—	—	540
23.01-29.00	—	—	315
21.01-23.00	—	—	235
18.01-21.00	110	235	200
15.01-18.00	45	120	100
12.01-15.00	30	65	40
9.01-12.00	15	35	24
6.00-9.00	5	10	—

The twenty-fourth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

- Sealing compound, for caulking and adhesive sealing, shall be a polysulfide or polyurethane material conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O.

The third paragraph in Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications is amended to read:

- Cables shall be 19 mm preformed, 6 x 19, wire strand core or independent wire rope core (IWRC), galvanized, and in conformance with the requirements in Federal Specification RR-W-410D, right regular lay, manufactured of improved plow steel with a minimum breaking strength of 200 kN. Two certified copies of mill test reports of each manufactured length of cable used shall be furnished to the Engineer.

The second paragraph in Section 75-1.05, "Galvanizing," of the Standard Specifications is amended to read:

- At the option of the Contractor, material thinner than 3.2 mm shall be galvanized either before fabrication in conformance with the requirements of ASTM Designation: A 653/A 653M, Coating Designation Z600, or after fabrication in conformance with the requirements of ASTM Designation: A 123, except that the weight of zinc coating shall average not less than 365 g per square meter of actual surface area with no individual specimen having a coating weight of less than 305 g per square meter.

SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: October 6, 2006

The second paragraph of Section 86-1.01, "Description," of the Standard Specifications is amended to read:

- The locations of signals, beacons, standards, lighting fixtures, signs, controls, services and appurtenances shown on the plans are approximate and the exact locations will be approved by the Engineer in the field.

The tenth paragraph of Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems," of the Standard Specifications is amended to read:

- These provisions will not relieve the Contractor in any manner of the Contractor's responsibilities as provided in Section 7-1.12, "Indemnification and Insurance," and Section 7-1.16, "Contractor's Responsibility for the Work and Materials."

The first paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Except for concrete for cast-in-drilled-hole concrete pile foundations, portland cement concrete shall conform to Section 90-10, "Minor Concrete."

The fifth paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards shall conform to the provisions in Section 49, "Piling," with the following exceptions: 1) Material resulting from drilling holes shall be disposed of in conformance with the provisions in Section 86-2.01, "Excavating and Backfilling," and 2) Concrete filling for cast-in-drilled-hole concrete piles will not be considered as designated by compressive strength.

The seventh paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Forms shall be true to line and grade. Tops of foundations for posts and standards, except special foundations, shall be finished to curb or sidewalk grade or as directed by the Engineer. Forms shall be rigid and securely braced in place. Conduit ends and anchor bolts shall be placed in proper position and to proper height, and anchor bolts shall be held in place by means of rigid top and bottom templates. The bottom template shall be made of steel. The bottom template shall provide proper spacing and alignment of the anchor bolts near their bottom embedded end. The bottom template shall be installed before placing footing concrete. Anchor bolts shall not be installed more than 1:40 from vertical.

Section 86-2.03, "Foundations," of the Standard Specifications is amended by deleting the eighth paragraph.

The twelfth paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Plumbing of the standards shall be accomplished by adjusting the leveling nuts before placing the mortar or before the foundation is finished to final grade. Shims or other similar devices shall not be used for plumbing or raking of posts, standards, or pedestals. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made, firm contact shall exist between all bearing surfaces of the anchor bolt nuts, washers, and the base plates.

The first paragraph of Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications is amended to read:

- Bolts, nuts and washers, and anchor bolts for use in signal and lighting support structures shall conform to the provisions in Section 55-2, "Materials." Except when bearing-type connections or slipbases are specified, high-strength bolted connections shall conform to the provisions in Section 55-3.14, "Bolted Connections." Welding, nondestructive testing (NDT) of welds, and acceptance and repair criteria for NDT of steel members shall conform to the requirements of AWS D1.1 and the special provisions.

The second paragraph of Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications is amended to read:

- On each lighting standard except Type 1, one rectangular corrosion resistant metal identification tag shall be permanently attached above the hand hole, near the base of the standard, using stainless steel rivets. On each signal pole support, two corrosion resistant metal identification tags shall be attached, one above the hand hole near the base of the vertical standard and one on the underside of the signal mast arm near the arm plate. As a minimum, the information on each identification tag shall include the name of the manufacturer, the date of manufacture, the identification number as shown on the plans, the contract number, and a unique identification code assigned by the fabricator. This number shall be traceable to a particular contract and the welds on that component, and shall be readable after the support structure is coated and installed. The lettering shall be a minimum of 7 mm high. The information may be either depressed or raised, and shall be legible.

The fourth paragraph of Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications is amended to read:

- Ferrous metal parts of standards, with shaft length of 4.6 m and longer, shall conform to the details shown on the plans, the provisions in Section 55-2, "Materials," except as otherwise noted, and the following requirements:

Except as otherwise specified, standards shall be fabricated from sheet steel of weldable grade having a minimum yield strength, after fabrication, of 276 MPa.

Certified test reports which verify conformance to the minimum yield strength requirements shall be submitted to the Engineer. The test reports may be the mill test reports for the as-received steel or, when the as-received steel has a lower yield strength than required, the Contractor shall provide supportive test data which provides assurance that the Contractor's method of cold forming will consistently increase the tensile properties of the steel to meet the specified minimum yield strength. The supportive test data shall include tensile properties of the steel after cold forming for specific heats and thicknesses.

When a single-ply 8-mm thick pole is specified, a 2-ply pole with equivalent section modulus may be substituted.

Standards may be fabricated of full-length sheets or shorter sections. Each section shall be fabricated from not more than 2 pieces of sheet steel. Where 2 pieces are used, the longitudinal welded seams shall be directly opposite one another. When the sections are butt-welded together, the longitudinal welded seams on adjacent sections shall be placed to form continuous straight seams from base to top of standard.

Butt-welded circumferential joints of tubular sections requiring CJP groove welds shall be made using a metal sleeve backing ring inside each joint. The sleeve shall be 3-mm nominal thickness, or thicker, and manufactured from steel having the same chemical composition as the steel in the tubular sections to be joined. When the sections to be joined have different specified minimum yield strengths, the steel in the sleeve shall have the same chemical composition as the tubular section having the higher minimum yield strength. The width of the metal sleeve shall be consistent with the type of NDT chosen and shall be a minimum width of 25 mm. The sleeve shall be centered at the joint and be in contact with the tubular section at the point of the weld at time of fit-up.

Welds shall be continuous.

The weld metal at the transverse joint shall extend to the sleeve, making the sleeve an integral part of the joint.

During fabrication, longitudinal seams on vertical tubular members of cantilevered support structures shall be centered on and along the side of the pole that the pole plate is located. Longitudinal seams on horizontal tubular members, including signal and luminaire arms, shall be within +/-45 degrees of the bottom of the arm.

The longitudinal seam welds in steel tubular sections may be made by the electric resistance welding process.

Longitudinal seam welds shall have 60 percent minimum penetration, except that within 150 mm of circumferential welds, longitudinal seam welds shall be CJP groove welds. In addition, longitudinal seam welds on lighting support structures having telescopic pole segment splices shall be CJP groove welds on the female end for a length on each end equal to the designated slip fit splice length plus 150 mm.

Exposed circumferential welds, except fillet and fatigue-resistant welds, shall be ground flush (-0, +2mm) with the base metal prior to galvanizing or painting.

Circumferential welds and base plate-to-pole welds may be repaired only one time without written permission from the Engineer.

Exposed edges of the plates that make up the base assembly shall be finished smooth and exposed corners of the plates shall be broken unless otherwise shown on the plans. Shafts shall be provided with slip-fitter shaft caps.

Flatness of surfaces of 1) base plates that are to come in contact with concrete, grout, or washers and leveling nuts; 2) plates in high-strength bolted connections; 3) plates in joints where cap screws are used to secure luminaire and signal arms; and 4) plates used for breakaway slip base assemblies shall conform to the requirements in ASTM A6.

Standards shall be straight, with a permissive variation not to exceed 25 mm measured at the midpoint of a 9-m or 11-m standard and not to exceed 20 mm measured at the midpoint of a 5-m through 6-m standard. Variation shall not exceed 25 mm at a point 4.5 m above the base plate for Type 35 and Type 36 standards.

Zinc-coated nuts used on fastener assemblies having a specified preload (obtained by specifying a prescribed tension, torque value, or degree of turn) shall be provided with a colored lubricant that is clean and dry to the touch. The color of the lubricant shall be in contrast to the zinc coating on the nut so that the presence of the lubricant is visually obvious. In addition, either the lubricant shall be insoluble in water, or fastener components shall be shipped to the job site in a sealed container.

No holes shall be made in structural members unless the holes are shown on the plans or are approved in writing by the Engineer.

Standards with an outside diameter of 300 mm or less shall be round. Standards with an outside diameter greater than 300 mm shall be round or multisided. Multisided standards shall have a minimum of 12 sides which shall be convex and shall have a minimum bend radius of 100 mm.

Mast arms for standards shall be fabricated from material as specified for standards, and shall conform to the dimensions shown on the plans.

The cast steel option for slip bases shall be fabricated from material conforming to the requirements in ASTM Designation: A 27/A 27M, Grade 70-40. Other comparable material may be used if written permission is given by the Engineer. The casting tolerances shall be in conformance with the Steel Founder's Society of America recommendations (green sand molding).

One casting from each lot of 50 castings or less shall be subject to radiographic inspection, in conformance with the requirements in ASTM Designation: E 94. The castings shall comply with the acceptance criteria severity level 3 or better for the types and categories of discontinuities in conformance with the requirements in ASTM Designations: E 186 and E 446. If the one casting fails to pass the inspection, 2 additional castings shall be radiographed. Both of these castings shall pass the inspection, or the entire lot of 50 will be rejected.

Material certifications, consisting of physical and chemical properties, and radiographic films of the castings shall be filed at the manufacturer's office. These certifications and films shall be available for inspection upon request.

High-strength bolts, nuts, and flat washers used to connect slip base plates shall conform to the requirements in ASTM Designation: A 325 or A 325M and shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing."

Plate washers shall be fabricated by saw cutting and drilling steel plate conforming to the requirements in AISI Designation: 1018, and be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing." Prior to galvanizing, burrs and sharp edges shall be removed and holes shall be chamfered sufficiently on each side to allow the bolt head to make full contact with the washer without tension on the bolt.

High-strength cap screws shown on the plans for attaching arms to standards shall conform to the requirements in ASTM Designation: A 325, A 325M, or A 449, and shall comply with the mechanical requirements in ASTM Designation: A 325 or A 325M after galvanizing. The cap screws shall be galvanized in conformance with the provisions in Section 75-1.05, "Galvanizing." The threads of the cap screws shall be coated with a colored lubricant that is clean and dry to the touch. The color of the lubricant shall be in contrast to the color of the zinc coating on the cap screw so that presence of the lubricant is visually obvious. In addition, either the lubricant shall be insoluble in water, or fastener components shall be shipped to the job site in a sealed container.

Unless otherwise specified, bolted connections attaching signal or luminaire arms to poles shall be considered slip critical. Galvanized faying surfaces on plates on luminaire and signal arms and matching plate surfaces on poles shall be roughened by hand using a wire brush prior to assembly and shall conform to the requirements for Class C surface conditions for slip-critical connections in "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts," a specification approved by the Research Council on Structural Connections (RCSC) of the Engineering Foundation. For faying surfaces required to be painted, the paint shall be an approved type, brand, and thickness that has been tested and approved according to the RCSC Specification as a Class B coating.

Samples of fastener components will be randomly taken from each production lot by the Engineer and submitted, along with test reports required by appropriate ASTM fastener specifications, for QA testing and evaluation. Sample sizes for each fastener component shall be as determined by the Engineer.

The seventh paragraph of Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications is amended to read:

- To avoid interference of arm plate-to-tube welds with cap screw heads, and to ensure cap screw heads can be turned using conventional installation tools, fabricators shall make necessary adjustments to details prior to fabrication and properly locate the position of arm tubes on arm plates during fabrication.

The traffic signal controller cabinet requirement in the table in Section 86-2.08A, "Conductor Identification," of the Standard Specifications is amended to read:

Traffic Signal	Ungrounded between Service	Blk	None	CON-1	6
Controller Cabinet	Grounded Circuit Conductor	White	None	CON-2	6

The second paragraph of Section 86-2.08B, "Multiple Circuit Conductors," of the Standard Specifications is amended to read by the following 2 paragraphs:

- At any point, the minimum insulation thickness of any Type USE, RHH, or RHW insulation shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive; and 1.3 mm for No. 8 to No. 2, inclusive.
- At any point, the minimum insulation thickness of any Type THW or TW wires shall be 0.7 mm for conductor sizes No. 14 to No. 10, inclusive; 1.0 mm for No. 8; and 1.4 mm for No. 6 to No. 2, inclusive.

The sixth and seventh paragraphs of 86-2.12, "Wood Poles," of the Standard Specifications are amended to read:

- After fabrication, wood poles shall be pressure treated in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," and AWPA Use Category System: UC4B, Commodity Specification D.
- Wood poles, when specified in the special provisions to be painted, shall be treated with waterborne wood preservatives.

The first paragraph of Section 86-2.15, "Galvanizing," of the Standard Specifications is amended to read:

- Galvanizing shall be in conformance with the provisions in Section 75-1.05, "Galvanizing," except that cabinets may be constructed of material galvanized prior to fabrication in conformance with the requirements in ASTM Designation: A 653/653M, Coating Designation G 90, in which case all cut or damaged edges shall be painted with at least 2 applications of approved unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint." Aerosol cans shall not be used. Other types of protective coating must be approved by the Engineer prior to installation.

Item B of the thirteenth paragraph of Section 86-2.16, "Multiple Circuit Conductors," of the Standard Specifications is amended to read:

- B. Salt Spray Resistance - The undercutting of the film of the coating system shall not exceed 3 mm average, from lines scored diagonally and deep enough to expose the base metal, after 336 hours exposure in a salt spray cabinet in conformance with the requirements in ASTM Designation: B 117.

The third paragraph under "Mounting Assemblies" of Section 86-2.16, "Internally Illuminated Street Name Signs," of the Standard Specifications is amended to read:

- At least 4.9 m of clearance shall be provided between the bottom of the fixture and the roadway.

The first paragraph of Section 86-4.01, "Vehicle Signal Faces," of the Standard Specifications is amended to read:

- Each vehicle signal face shall be of the adjustable type conforming to the requirements in Institute of Transportation Engineers (ITE) Publication: ST-017B, "Vehicle Traffic Control Signal Heads."

Subparagraphs 1 and 3 of the first paragraph of Section 86-4.01A, "Optical Units," of the Standard Specifications are amended to read:

- Lenses, reflectors, reflector assemblies, lamp receptacles, lamps, wiring and light distribution shall conform to the requirements in ITE Publication: ST-017B.
- All reflectors shall conform to the requirements in ITE Publication: ST-017B except that reflectors shall be made of silvered glass or of specular aluminum with an anodic coating. Reflector ring holder shall be made of cast aluminum.

The first paragraph of Section 86-4.01B, "Signal Sections," of the Standard Specifications is amended to read:

- Each signal section housing shall be either die-cast or permanent mold-cast aluminum conforming to ITE Publication: ST-017B or, when specified in the special provisions, shall be structural plastic.

The first paragraph of Section 86-4.01C, "Electrical Components," of the Standard Specifications is amended to read:

- Lamp receptacles and wiring shall conform to ITE Publication: ST-017B. The metal portion of the medium base lamp socket shall be brass, copper or phosphor bronze.

The first paragraph of Section 86-4.01D, "Visors," of the Standard Specifications is amended to read:

- Each signal section shall be provided with a removable visor conforming to the requirements in ITE Publication: ST-017B. Visors are classified, on the basis of lens enclosure, as full circle, tunnel (bottom open), or cap (bottom and lower sides open). Unless otherwise specified, visors shall be the tunnel type.

The first paragraph of Section 86-4.02A, "Physical and Mechanical Requirements," of the Standard Specifications is amended to read:

- Light emitting diode signal modules shall be designed as retrofit replacements for optical units of standard traffic signal sections and shall not require special tools for installation. Light emitting diode signal modules shall fit into existing traffic signal section housings built in conformance with the requirements in the Institute of Transportation Engineers (ITE) publication ST-017B, "Vehicle Traffic Control Signal Heads (VTCSH)" without modification to the housing.

The seventh paragraph of Section 86-4.02A, "Physical and Mechanical Requirements," of the Standard Specifications is amended to read:

- Light emitting diode signal modules shall be protected against dust and moisture intrusion in conformance with the requirements in NEMA Standard 250 for Type 4 enclosures to protect the internal components.

The first paragraph of Section 86-4.02B, "Photometric Requirements," of the Standard Specifications is amended to read:

- The minimum initial luminous intensity values for light emitting diode signal modules shall conform to the requirements in Section 11.04 of the Institute of Transportation Engineers (ITE) publication ST-017B, "Vehicle Traffic Control Signal Heads (VTCSH)" at 25°C.

The third paragraph of Section 86-4.02C, "Electrical," of the Standard Specifications is amended to read:

- The light emitting diode signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients as specified in Section 2.1.6 of NEMA Standard TS2.

Subparagraph 7 of the fourth paragraph of Section 86-4.02D(1), "Design Qualification Testing," of the Standard Specifications is amended to read:

- Moisture resistance testing shall be performed on light emitting diode signal modules in conformance with the requirements in NEMA Standard 250 for Type 4 enclosures. Evidence of internal moisture after testing shall be cause for rejection.

The second paragraph of Section 86-4.05, "Programmed Visibility Vehicle Signal Faces," of the Standard Specifications is amended to read:

- Each programmed visibility signal section shall provide a nominal 300-mm diameter circular or arrow indication. Color and arrow configuration shall conform to the requirements in ITE Publication: ST-017B.

The first paragraph of Section 86-4.06, "Pedestrian Signal Faces" of the Standard Specifications is amended to read:

- Message symbols for pedestrian signal faces shall be white WALKING PERSON and Portland orange UPRAISED HAND conforming to the requirements in the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and "California MUTCD." The height of each symbol shall be not less than 250 mm and the width of each symbol shall be not less than 165 mm.

Subparagraph 3 of the first paragraph of Section 86-4.06A, "Types," of the Standard Specifications is amended to read:

- Each reflector assembly shall consist of a double reflector or 2 single reflectors. Each reflector shall be made of either aluminum or plastic. Reflectors shall conform to the requirements in Institute of Transportation Engineers Publication: ST-017B, "Vehicle Traffic Control Signal Heads." Plastic reflectors shall consist of molded or vacuum-formed plastic with a vacuum-deposited aluminum reflecting surface. The plastic material shall not distort when the reflector is used with the lamp of the wattage normally furnished with the signal. In addition, the UL nonmechanical loading temperature of the material shall exceed, by at least 10°C, the maximum temperature in the signal section with the lamp "ON" and measured in an ambient air temperature of 25°C in conformance with the requirements in UL Publication UL 746B. Each completed reflector shall, when operated with the appropriate lamp and lens, provide the message brightness specified.

The tenth paragraph of Section 86-4.07, "Light Emitting Diode Pedestrian Signal Face 'Upraised Hand' Module" of the Standard Specifications is amended to read:

- The luminance of the "UPRAISED HAND" symbol shall be 3750 cd/m² minimum. The color of "UPRAISED HAND" shall be Portland orange conforming to the requirements of the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and "California MUTCD." The height of each symbol shall be not less than 250 mm and the width of each symbol shall be not less than 165 mm.

The second paragraph of Section 86-4.07C, "Electrical," of the Standard Specifications is amended to read:

- On-board circuitry of the light emitting diode pedestrian signal modules shall include voltage surge protection to withstand high-repetition noise transients as stated in Section 2.1.6 of NEMA Standard TS2.

The second paragraph of Section 86-4.07D(1), "Design Qualification Testing," of the Standard Specifications is amended to read:

- A quantity of 2 units for each design shall be submitted for Design Qualification Testing. Test units shall be submitted to the Transportation Laboratory, after manufacturer's testing is complete.

Subparagraphs 5 and 7 of the fourth paragraph of Section 86-4.07D(1), "Design Qualification Testing," of the Standard Specifications are amended to read:

- Mechanical vibration testing shall be in conformance with the requirements in Military Specification MIL-STD-883, Test Method 2007, using three 4-minute cycles along each x, y and z axis, at a force of 2.5 Gs, with a frequency sweep from 2 Hz to 120 Hz. The loosening of the lens or of internal components, or other physical damage shall be cause for rejection.
- Moisture resistance testing shall be performed on modules mounted in a standard pedestrian signal housing in conformance to the requirements in NEMA Standard 250 for Type 4 enclosures. Evidence of internal moisture after testing shall be cause for rejection.

The cone penetration, flow, and resilience requirements in the table in the second paragraph under "Hot-Melt Rubberized Asphalt Sealant" of Section 86-5.01A(5), "Installation Details," of the Standard Specifications is amended to read:

Cone Penetration, 25°C, 150 g, 5 s	D 5329, Sec. 6	3.5 mm, max.
Flow, 60°C	D 5329, Sec. 8	5 mm, max.
Resilience, 25°C	D 5329, Sec. 12	25%, min.

The third paragraph under "Mounting Assemblies" of Section 86-6.065, "Internally Illuminated Street Name Signs," of the Standard Specifications is amended to read:

- At least 4.9-m of clearance shall be provided between the bottom of the fixture and the roadway.

Section 86-8.01, "Payment," of the Standard Specifications is amended by adding the following paragraph after the first paragraph:

- If a portion or all of the poles for signal, lighting and electrical systems pursuant to Standard Specification Section 86, "Signals, Lighting and Electrical Systems," is fabricated more than 480 air line kilometers from both-Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in such expenses, it is agreed that payment to the Contractor for furnishing such items from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced \$5000; in addition, in the case where a fabrication site is located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced an additional \$3000 per each fabrication site (\$8000 total per site).

SECTION 88: ENGINEERING FABRIC

Issue Date: January 15, 2002

Section 88-1.02, "Pavement Reinforcing Fabric," of the Standard Specifications is amended to read:

- Pavement reinforcing fabric shall be 100 percent polypropylene staple fiber fabric material, needle-punched, thermally bonded on one side, and conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 5261	140
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632	0.45
Elongation at break, percent min. ASTM Designation: D 4632	50
Asphalt retention by fabric, grams per square meter. (Residual Minimum) ASTM Designation: D 6140	900

Note: Weight, grab, elongation and asphalt retention are based on Minimum Average Roll Value (MARV)

END OF AMENDMENTS

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.

The Bidder's Bond form 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.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Division Of Construction - Duty Senior, Mail Station: 3 - B, 111 Grand Avenue / P. O. Box 23660, Oakland, CA 94623-0660, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, (including but not limited to DVBE submittals, and escrowed bid documents or prequalification materials when required), may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on any subsequent public works contracts.

2-1.02 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

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

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

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

Bidders are urged to obtain DVBE participation in this project, although there is no specific project goal for DVBE participation. After completion of the project, if DVBE participation is obtained, the Contractor shall furnish the Engineer with the names of DVBEs participating, with a complete description and the dollar value of work or supplies provided by each DVBE transaction.

"Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and DVBE Services, Department of General Services, located at 707 Third Street, West Sacramento, CA 95605. It may be contacted at (800) 559-5529 or (916) 375-4940 or its internet web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> for program information.

2-1.03 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES

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

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

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

2-1.03A SMALL BUSINESS PREFERENCE

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

2-1.03B NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

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

The bidder shall also fill out the "CALTRANS BIDDER – SMALL BUSINESS SUBCONTRACTOR - INFORMATION" form. The bidder shall attach a copy of the Office of Small Business and DVBE Services small business certification letter for each listed subcontractor or supplier, to the form. The listed subcontractors and suppliers shall be certified as Small Business at the time and day of bid opening or have applied for certification and are subsequently certified by the Department of General Services. Each listed subcontractor or supplier shall be designated to perform a commercially useful function. If the form is not submitted with the bid, the bidder shall submit the form to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

2-1.04 CALIFORNIA COMPANY PREFERENCE

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

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

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

- A. Has its principal place of business in California.
- B. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
- C. 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.

2-1.05 ESCROW OF BID DOCUMENTATION

Bid documentation shall consist of all documentary and calculated information generated by the Contractor in preparation of the bid. The bid documentation shall conform to the requirements in these special provisions, and shall be submitted to the Department and held in escrow for the duration of the contract.

The escrowed bid documents will be the only documents accepted from the Contractor regarding preparation of the bid.

In signing the proposal, the bidder certifies that the material submitted for escrow constitutes all the documentary information used in preparation of the bid and that he has personally examined the contents of the container and that they are complete.

Nothing in the bid documentation shall be construed to change or modify the terms or conditions of the contract.

Escrowed bid documentation will not be used for pre-award evaluation of the Contractor's anticipated methods of construction, nor to assess the Contractor's qualifications for performing the work.

Bid documentation shall clearly itemize the Contractor's estimated costs of performing the work. The documentation submitted shall be complete and so detailed as to allow for an in-depth analysis of the Contractor's estimate.

The Contractor shall submit its bid documentation which shall include:

1. quantity takeoffs;
2. rate schedules for the direct costs and the time- and nontime-related indirect costs for
 - a. labor (by craft),
 - b. plant and equipment ownership and operation,
 - c. permanent and expendable materials,
 - d. insurance and subcontracted work;
3. estimated construction schedules, including sequence and duration and development of production rates;
4. quotations, terms and limitations of quotes, and subcontracts related to subcontractors, manufacturers and suppliers;
5. estimates of field and home office overhead;
6. contingency and margin for each contract item of work;
7. names of the persons responsible for preparing the bidder's estimate, and other reports, calculations, assumptions and supplemental information used by the bidder to arrive at the estimate submitted with the proposal.
8. bid documentation for each subcontractor, manufacturer and supplier whose total subcontract or purchase orders exceeds or is expected to exceed \$250,000. Bid documentation for other subcontractors, manufacturers, and suppliers may be submitted, if required by the Contractor or requested by the subcontractor, manufacturer, or supplier.

If required by the Contractor or requested by the subcontractor, manufacturer, or supplier, additional information may be submitted by the subcontractor, manufacturer, or supplier. Subcontractor, manufacturer and supplier bid documentation shall conform to the requirements for the Contractor's documentation and shall be enclosed with the Contractor's submittal, regardless of whether or not subcontracts or purchase orders have been executed or entered into on the date that bid documentation is submitted for escrow. If at the time that bid documentation is submitted for escrow, the subcontractor, manufacturer or supplier does not have a executed subcontract or purchase orders, and a subcontract or purchase orders is subsequently executed, then a copy of the executed subcontract or purchase orders shall be submitted into escrow within 14 days of the execution of the respective subcontract or purchase orders. The examination of subcontractors', manufacturers' and suppliers' bid documentation will be accomplished in the same manner as for the Contractor's bid documentation. If a subcontractor, manufacturer or supplier is replaced, bid documentation for the new subcontractor, manufacturer or supplier shall be submitted for review and escrow before authorization for the substitution will be granted. Upon request of a subcontractor, manufacturer or supplier, the bid documentation from that subcontractor, manufacturer or supplier shall be reviewed only by the subcontractor, manufacturer or supplier and the Department.

If the bidder is a joint venture, the bid documentation shall include the joint venture agreement, the joint venture estimate comparison and final reconciliation of the joint venture estimate.

Copies of the proposals submitted by the first, second and third low bidders will be provided to the respective bidders for inclusion in the bid documentation to be escrowed.

The first, second, and third apparent low bidders shall present the bid documentation for escrow at the District 4 Office, 111 Grand Avenue, Oakland, CA, (510) 286-5209, on the first Wednesday between 1:00 p.m. and 2:00 p.m., following the time indicated in the "Notice to Contractors" for the opening of bids. The fourth and subsequent apparent low bidders shall present the bid documentation for escrow if requested by the Department to do so.

Bid documentation shall be submitted as a paper copy in a sealed container, clearly marked with the bidder's name, date of submittal, project contract number and the words, "Bid Documentation for Escrow."

Failure to submit the actual and complete bid documentation as specified herein within the time specified shall be cause for rejection of the proposal.

Upon submittal, the bid documentation of the apparent low bidder will be examined and inventoried by the duly designated representatives of the Contractor and the Department to ensure that the bid documentation is authentic, legible, and in accordance with the terms of this section "Escrow of Bid Documentation." The examination will not include review of, nor will it constitute approval of, proposed construction methods, estimating assumptions or interpretation of the contract. The examination will not alter any conditions or terms of the contract. The acceptance or rejection by the Department that the submitted bid documents are in compliance with this section "Escrow of Bid Documentation" shall be completed within 48 hours of the time the bid documentation is submitted by the Contractor.

At the completion of the examination, the bid documents will be sealed and jointly deposited at an agreed commercial business in Oakland, CA.

Bid documentation submitted by the second and third apparent low bidders will be jointly deposited at agreed commercial businesses. If the apparent low bid is withdrawn or rejected, the bid documentation of the second low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. If the second low bid is withdrawn or rejected, the bid documentation of the third low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. Bid documentation from subsequent bidders, if requested, will be examined and inventoried in the same manner as specified above, then sealed and deposited in escrow. Upon execution and final approval of the contract or rejection of all bids, the bid documentation will be returned to any remaining unsuccessful bidders.

Any and all components of the escrowed bid documentation may be examined by the designated representatives of both the Department and the Contractor, at any time deemed necessary by either the Department or the Contractor to assist in the negotiation of price adjustments and change orders, or to assist in the potential resolution or in the settlement of claims or disputes. Such a joint review shall be performed within 15 days of receipt of a written request to do so by either party. If the Contractor refuses to participate in the joint examination of any and all components of the escrowed bid documentation as provided herein, such refusal shall be considered as a failure by the Contractor to exhaust administrative claim remedies with respect to the particular protest, notice of potential claim, or claim. In addition, this refusal by the Contractor shall constitute a bar to future arbitration with respect to the protest, potential claim or claim as provided by Section 10240.2 of the California Public Contract Code.

If requested by a Disputes Review Board, the escrowed bid documentation may be utilized to assist the Board in its recommendations.

The bid documentation submitted by the Contractor will be held in escrow until the contract has been completed, the ultimate resolution of all disputes and claims has been achieved and receipt of final payment has been accepted by the Contractor. The escrowed bid documentation will then be released from escrow to the Contractor.

The bid documentation submitted by the bidder is, and shall remain, the property of the bidder, and is subject to only joint review by the Department and the bidder. The Department stipulates and expressly acknowledges that the submitted bid documentation constitutes trade secrets and will not be deemed public records. This acknowledgment is based on the Department's express understanding that the information contained in the bid documentation is not known outside the bidder's business, is known only to a limited extent and only by a limited number of employees of the bidder, is safeguarded while in the bidder's possession, is extremely valuable to the bidder and could be extremely valuable to the bidder's competitors by virtue of it reflecting the bidder's contemplated techniques of construction. The Department acknowledges that the bid documentation includes a compilation of information used in the bidder's business, intended to give the bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The Department agrees to safeguard the bid documentation, and all information contained therein, against disclosure, including disclosure of subcontractor bid documentation to the Contractor and other subcontractors to the fullest extent permitted by law. However, in the event of arbitration or litigation, the bid documentation shall be subject to discovery, and the Department assumes no responsibility for safeguarding the bid documentation unless the Contractor has obtained an appropriate protective order issued by the arbitrator or the court.

Full compensation for preparing the bid documentation, presenting it for escrow and reviewing it for escrow and upon request of the Engineer shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

The direct cost of depositing the bid documentation in escrow at the agreed commercial business will be paid by the State.

2-1.06 PRE-AWARD QUALIFICATION QUESTIONNAIRE

The bidder shall submit information regarding the bidder's qualifications for performing submarine cable installation work. Bidders shall submit responses to the "Pre-Award Qualification Questionnaire" included in the Proposal. Responses to the questionnaire shall be submitted with the bid.

In signing the signature page of the Proposal, the bidder certifies that the information and answers in response to the questionnaire are complete and accurate. Failure to completely answer the questionnaire may be a factor for rejection of the bid.

The bidder's attention is directed to "Pre-Award Qualifications Review," of these special provisions for the requirements of acceptance of bid.

The bidder may submit one "Pre-Award Qualification Questionnaire" for both Contract No. 04-013514 and Contract No. 04-0120K4.

2-1.07 BIDDERS COMPENSATION

The Department recognizes that significant costs will be incurred in preparing a bids for Contract No. 04-013514 and Contract No. 04-0120K4. To encourage responsible bidders to submit responsive bids, the second low, and third low bidders shall each receive \$25,000 as compensation for a portion of the costs of preparing a responsive bid. Other unsuccessful bidders will not be compensated for their bids. Up to the three lowest responsive bidders of the contract that is not awarded shall each received \$25,000 as compensation for a portion of the costs of preparing a responsive bid. Other bidders of the unawarded contract will not be compensated for their bids.

Bidders whose bids are determined by the Department to be non-responsive, or who fail to submit a reasonable bid, or who fail to execute the contract will not be eligible for bidder compensation.

Payment of the compensation will be made within 120 days after award of the contract. Within 30 days after award of the contract, the Department will notify the Contractor of the identity of the second low and third low bidders for payment of the bidder compensation, and of the three lowest responsive bidders for the unawarded contract. The Contractor shall make the necessary arrangements with the recipients and administer the payments. The Contractor shall provide the Department proof of payment by invoices in accordance with the provisions of Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications within 5 days of the payments. The Contractor shall make payment to the designated recipients and provide proof of receipt to the Department within 5 days of receipt of the pass through payment. The Department will compensate the Contractor for payment of bidders compensation to the second and third low bidders, in the next monthly progress payment, in conformance with the provisions of Section 9-1.03B, except that no mark up will be added, and the Department will pay the Contractor \$25,000 as bidder compensation to the low bidder.

Full compensation for the costs of preparing a responsive bid 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.

If the Department rejects all bids and cancels the solicitation the Department will provide bidders compensation to the low, second low, and third low responsible bidders who have submitted responsive bids for each contract.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

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.

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

The award of the contract, if it be awarded, will be to the lowest responsible bidder for either Contract No. 04-013514 or Contract No. 04-0120K4 whose proposal complies with all the requirements prescribed. Availability of contract funds from the City and County of San Francisco will determine the contract selected for award.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract, contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," of the Standard Specifications. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 20 percent of payments due the Contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

3-1.02 PRE-AWARD QUALIFICATIONS REVIEW

The Engineer will review the responses to the "Pre-Award Qualification Questionnaire" submitted by the apparent low bidder and the Engineer will make a determination on the bidder's qualifications for performing the work in a manner that is safe for the workers and the public, based on the bidder's experience, qualifications of the on-site supervisory personnel, equipment, and safety history of the bidder and its supervisory personnel.

If the Engineer determines it necessary, a pre-award qualifications review meeting will be conducted by an agent of the Director, and the apparent low bidder shall participate. Notification of whether a meeting will be conducted will be provided on or before the first Tuesday following the time indicated in the "Notice to Contractors" for the opening of bids. The meeting, if held, will be on Thursday, December 21, 2006 at 10:00 a.m. in the third floor conference room, 1727 30th Street, Sacramento, Ca. 95816. Failure of the apparent low bidder to attend the pre-award qualifications review meeting shall be cause for rejection of the bid and forfeiture of the proposal guaranty.

At the pre-award qualifications review meeting, the low bidder shall be prepared to discuss and answer questions regarding its responses to the "Pre-Award Qualification Questionnaire." The Director or his delegated official will prepare written findings and recommendations to the Engineer regarding award of the contract to the apparent low bidder based on the "Pre-Award Qualification Questionnaire" and responses submitted, and on the information provided at the pre-award qualifications review meeting, if held. The decision of the Engineer regarding the bidder's qualifications shall be final.

Successful completion of the pre-award qualifications process does not relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in project plans and specifications.

The second and third apparent bidders shall participate in pre-award qualifications review meetings if requested to do so by the Department. Notification by the Department will be provided the day before the pre-award qualifications review meeting. Failure of the second or third apparent low bidders to attend any such requested meeting shall be cause for rejection of bid and forfeiture of the proposal guaranty.

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.

The second through fourth paragraphs, inclusive, and the first sentence of the fifth paragraph of Section 8-1.06, "Time of Completion", of the Standard Specifications shall not apply. A working day is defined as any day, with no exceptions.

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

The work shall be diligently prosecuted to completion before the expiration of **330 WORKING DAYS** beginning on the date that work begins or beginning on the fifteenth day after approval of the contract, whichever occurs first.

For each day the work is completed such that the submarine cable is fully installed and spliced and the existing cable is permanently de-energized before September 1, 2007, the Contractor will receive an incentive payment of \$10,000 per day. The total of all incentive payments paid to the Contractor will not exceed \$300,000. Actions required by the Engineer performing normal inspection and testing duties will not be considered as delays and no extensions of time will be allowed for such actions in determining incentive payments.

The Contractor shall pay to the State of California the sum of \$10,000 per day, for each day's delay in finishing the work in excess of **330 WORKING DAYS**.

The 72 hours advance notice before beginning work referred to in Section 8-1.03, "Beginning of Work," of the Standard Specifications is changed to 5 days advance notice for this project.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 WORKING DRAWINGS

Working drawings shall conform to the requirements in Section 5-1.02 "Plans and Working Drawings," of the Standard Specifications and these special provisions. Working drawings shall include supplements and calculations that are in addition to drawings.

Working drawings shall be submitted to the following location:

California Department of Transportation
Office of the Resident Engineer, Contract 04-013514
333 Burma Rd
Oakland, CA 94607

Working drawings shall conform to the following:

- A. For initial review, 6 sets of the working drawings shall be submitted. After the Engineer has determined that a submittal is complete, 12 additional sets shall be submitted.
- B. Drawings shall be 559 mm x 864 mm or 279 mm x 432 mm in size. Supplements and calculations shall be 216 mm x 280 mm in size.
- C. For drawings, text size shall be nominally 2.8 mm high, minimum. For supplement and calculations, font size shall be 12, minimum.
- D. Each working drawing sheet and each page of supplement or calculation, shall include the jobsite name of the structure as shown on the contract plans, District-County-Route-Kilometer Post, bridge number and contract number.
- E. Text and details shall be legible and suitable for photocopying and reduction.
- F. In addition to the paper copies of the working drawings, electronic files shall be submitted. Electronic files shall be portable document format (PDF) and shall be submitted on compact disk (CD) media. Each plan sheet shall be a separate PDF file on the CD. The electronic copy of the calculations and supplement shall be made into separate PDF files so that no more than 50 pages are included in a single file on the CD. The CD shall contain an index consisting of the file names and a description of the corresponding file contents. The files shall be listed in the sequence of: 1) index, 2) drawings, 3) supplement, and 4) calculations. If more than one CD is used for a given working drawing submittal, the index shall be included on each CD.

- G. Microfilms are required for approved shop drawings and shall be only a 24x reduction. The edge of the corrected original tracing image shall be clearly visible and visually parallel with the edges of the page. A clear, legible symbol shall be provided on the upper left side of each page to show the amount of reduction, and a horizontal and vertical scale shall be provided on each reduced print to facilitate enlargement to original scale.
- H. After review and approval of the working drawings, between 6 and 12 sets, as requested by the Engineer, shall be submitted to the Engineer for final approval. These sets will be the only sets stamped "Approved" and will be distributed for use during construction.
- I. At the completion of the contract, one compiled set of all approved working drawings (in electronic form and including all corrections and revisions) shall be furnished to the Engineer. The index shall be the first file on the CD.
- J. At the completion of the contract, one set of reduced prints on 75 g/m² (minimum) bond paper, 279 mm x 432 mm in size, of the corrected original tracings of all approved working drawings, including all corrections and revisions shall be furnished to the Engineer. Reduced prints that are common to more than one structure shall be submitted for each structure. An index prepared specifically for the drawings for each structure containing sheet numbers and titles shall be included on the first reduced print in the set for each structure. Reduced prints for each structure shall be arranged in the order of drawing numbers shown in the index.

Working drawings shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California. When independently checked calculations are required, these calculations shall be stamped and signed by another engineer who is registered as a Civil Engineer in the State of California.

Working drawings shall be submitted sufficiently in advance of the start of the affected work to allow time for review by the Engineer and correction by the Contractor of the drawings without delaying the work. The time shall be proportional to the complexity of the work, but in no case shall the time be less than the review time as specified for the type of working drawings as required elsewhere in these special provisions.

The Engineer will review a working drawing submittal for completeness. Within 3 working days of the receipt of the submittal by the Engineer, the Engineer will notify the Contractor in writing if the submittal is determined to be incomplete. If the submittal is determined to be complete, 20 working days from the day of receipt shall be allowed for approval or return for correction of each submittal or resubmittal, unless specified otherwise in the special provisions.

The Contractor shall allow the review times specified in these special provisions after complete working drawings and all supporting data are submitted to the Engineer. The review time for a set of working drawings will be considered as starting when the Engineer has received a complete set of working drawings and all supporting data.

If at any time during the review process, the working drawings are determined to be incomplete or in need of correction, the drawings will be rejected and returned to the Contractor for correction. The review time on a set of returned drawings will be suspended on the date the drawings are date stamped by the Engineer for return. The Contractor shall submit a notice of resubmittal to the Engineer within 5 days after receipt of the rejected set. The notice shall contain the submittal number, revision number, and date the revised set will be returned for review. The revised set shall contain the same work as was originally submitted.

After a revised set of drawings have been received by the Engineer, the new review time for that set of revised drawings will be the original review time, less the time already spent under review before rejection. In no case shall the review time allotted the Engineer upon receipt of a resubmittal be less than 14 days.

Should the Engineer fail to review the complete working drawing submittal within the time specified, and the Contractor's controlling operation on the critical path is delayed (as determined by the Engineer) by the Engineer's failure to review within the time specified, an extension of time will be granted in conformance with the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and in "Progress Schedule (Critical Path Method)," of these special provisions. Should the Engineer fail to review the complete working drawing submittal within the time specified, compensation, if any, will be made in accordance with Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and "Time Related Overhead," of these special provisions.

5-1.013 LINES AND GRADES

Attention is directed to Section 5-1.07, "Lines and Grades," of the Standard Specifications.

Stakes or marks will be set by the Engineer in conformance with the requirements in Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

5-1.017 CONTRACT BONDS

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

5-1.018 GUARANTEE

GENERAL

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, the guarantee period starts on the relief date and ends one year thereafter.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the Department other than State-provided field inspection services.

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance with Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The contract bonds furnished in accordance with Section 3-1.02, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

CORRECTIVE WORK

During the guarantee period, the Department will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least 60 days before the expiration of the one-year guarantee.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within 15 days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

The Contractor shall start the corrective and related work within 15 days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within 24 hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within 5 days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by State forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the Department for work performed by State forces or other forces including labor, equipment, material, and special services.

PAYMENT

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefor.

5-1.019 COST REDUCTION INCENTIVE

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

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

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the State by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions regarding the working days.

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

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.

5-1.022 PAYMENT OF WITHHELD FUNDS

Payment of withheld funds shall conform to Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications and these special provisions.

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

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.

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 TESTING

Testing of materials and work shall conform to the provisions in Section 6-3, "Testing," of the Standard Specifications and these special provisions.

Whenever the provisions of Section 6-3.01, "General," of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

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

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.

5-1.065 SOLID WASTE DISPOSAL AND RECYCLING REPORT

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

Annually by the fifteenth day of January, the Contractor shall complete and certify Form CEM-2025, "Solid Waste Disposal and Recycling Report," which quantifies solid waste generated by the work performed and disposed of in landfills or recycled during the previous calendar year. The amount and type of solid waste disposed of or recycled shall be reported in either metric tonnes or cubic meters. The Contractor shall also complete and certify Form CEM-2025 within 5 days following contract acceptance.

Form CEM-2025, "Solid Waste Disposal and Recycling Report" can be downloaded from the following website:

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

If the Contractor has not submitted Form CEM-2025, by the dates specified above, the Department will withhold the amount of \$10,000 for each missing or incomplete report. The moneys withheld will be released for payment on the next monthly estimate for partial payment following the date that a complete and acceptable Form CEM-2025 is submitted to the Engineer. Upon completion of all contract work and submittal of the final Form CEM-2025, remaining withheld funds associated with this section, "Solid Waste Disposal and Recycling Report," will be released for payment. Withheld funds in conformance with this section shall be in addition to other moneys withheld provided for in the contract. No interest will be due the Contractor on withheld amounts.

Full compensation for preparing and submitting Form CEM-2025, "Solid Waste Disposal and Recycling Report," shall be considered as included in the contract price for the various items of work involved and no additional compensation will be allowed therefor.

5-1.07 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications and these special provisions.

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

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

5-1.07A NON-SMALL BUSINESS SUBCONTRACTING

The Small Business subcontractors listed by the Contractor in response to the provisions in Section 2-1.03B, "Non-small Business Subcontractor Preference," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified as Small Business, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

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

The provisions in Section 2-1.03B, "Non-small Business Subcontractor Preference," of these special provisions that Small Business subcontractors shall be certified on the date bids are opened does not apply to substitutions after award of the contract.

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

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

5-1.08 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

5-1.083 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 9-1.03C, "Records," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.084 INTERNET DAILY EXTRA WORK REPORT

When extra work is being paid for on a force account basis, the Contractor shall submit daily extra work reports in conformance with the provisions in Section 9-1.03C, "Records," of the Standard Specifications and these special provisions.

The Contractor shall send daily extra work reports to the Engineer using the Department's Internet extra work billing system. The reports shall conform to the requirements in the "iCAS User's Guide" (Guide). The Guide is available from the Department, and is also found on the Internet at:

http://www.dot.ca.gov/hq/construc/ewb/EWB_INSTRUCTION.pdf

The Department will provide system accounts to the Contractor's authorized representatives when at least one of the representatives has received training. The Department will provide system training to at least one of the Contractor's authorized representatives within 30 days of the Contractor's request for training. The Department will assign an account and user identification to the Contractor's authorized representatives, and each Contractor's authorized representative shall maintain a unique password. A daily extra work report that the Contractor's authorized representative sends to the Department using the Internet extra work billing system will be considered signed by the Contractor. A daily extra work report that the Engineer approves using the Internet extra work billing system will be considered signed by the Engineer.

Daily extra work reports that include billing for materials shall be substantiated by a valid copy of a vendor's invoice in conformance to the requirements in Section 9-1.03C, "Records," of the Standard Specifications. Each materials invoice shall clearly identify the relative daily extra work report and the associated cost of the materials. In addition to postal service and parcel service and if approved by the Engineer, invoices may be sent by facsimile or as an electronic-mail attachment.

The Contractor shall maintain the Contractor's interface with the Department's Internet extra work billing system. If the Contractor is using the file transfer process to submit extra work reports, it shall conform to the file transfer format and process defined in the Guide.

5-1.09 FORCE ACCOUNT PAYMENT

Payment for extra work at force account will be determined by either non-subcontracted or subcontracted force account payment unless otherwise specified.

Non-Subcontracted Force Account Payment:

When extra work to be paid for on a force account basis is performed by the Contractor, compensation will be determined in accordance with Section 9-1.03, "Force Account Payment," of the Standard Specifications and these special provisions.

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," in the Standard Specifications, shall not apply.

To the total of the direct costs for work performed on a force account basis, computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added the following markups:

Cost	Percent Markup
Labor	28
Materials	10
Equipment Rental	10

The above markups shall be applied to work performed on a force account basis, regardless of whether the work revises the current contract completion date.

Subcontracted Force Account Payment:

When extra work to be paid for on a force account basis is performed by a subcontractor approved in conformance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, compensation will be determined in accordance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications.

5-1.10 PROJECT INFORMATION

The information in this section has been compiled specifically for this project and is made available for bidders and Contractors. Other information referenced in the Standard Specifications and these special provisions do not appear in this section. The information is subject to the conditions and limitations set forth in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," and Section 6-2, "Local Materials," of the Standard Specifications. Bidders and Contractors shall be responsible for knowing the procedures for obtaining information.

INFORMATION HANDOUT

Geotechnical Information Handout

Data and information shown in the Information Handout are:

1. Ground Motion Report: Main Text and Appendices
2. Final Marine Geophysical Survey Report:
Volume-1, Main Text and Appendices
3. Final Marine Geotechnical Site Characterization Report:
Volume-1, Main Text and Illustrations. Volume-2A through Volume-2H

4. Phase-I Subcontractor Reports:
Volume-1 through Volume-4
5. Phase-II Subcontractor Reports:
Volume-1 through Volume-3
6. Final Yerba Buena Island Geotechnical Site Characterization Report:
Volume-1, Main Text, Volume-2 through 4

District Information Handout

Items shown in the Information Handout are:

1. Regulation, Permits, agreement, consultation letter, or Biological Opinion:
 - a. California Department of Fish and Game, Copies of the permit
 - b. California Regional Water Quality Control Board, Copies of the Order and the Waste Discharge Requirements
 - c. United States Army Corps of Engineers, Copies of the permit
 - d. San Francisco Bay Conservation Development Commission, Copies of the permit
 - e. United States Coast Guard, a USCG Bridge Permit
 - f. United States Fish and Wildlife Service, Copies of the Biological Opinion
 - g. National Marine Fisheries Service, Biological Opinion, Incidental Take Statement, and Incidental Harassment Authorization
 - h. Memorandum of Agreement (MOA) Between The United States Coast Guard The State of California, Department of Transportation
 - i. USCG License No. DTCG-Z71111-03-RP-002L and License No. DTCG-Z71111-03-RP-010L
2. Archaeological Survey Reports
3. Underwater Debris, "Phase I Archaeological Survey Report - Maritime Archaeology", and "Addendum Archaeological Survey Report - Maritime Archaeology."
4. SFOBB East Span Survey Info
5. Private Aid to Navigation Sample Form
6. Geotechnical & Material Report for YBI
7. YBI Site Investigation Report
8. As-built plans of the existing 12 kV electrical submarine cable (Navy/SFPUC)

Updated versions of environmental permits can be found at the following website: www.biomitigation.org

INFORMATION AVAILABLE FOR INSPECTION

Items available for inspection, upon written request, at the office of the Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone (510) 286-5209 are as follows:

1. Final Environmental Impact Statement/California Environmental Quality Act (CEQA) Statutory Exemption and Record of Decision
2. BCDC Permit Application and permit
3. Application for Water Quality Certification from the RWQCB
4. RWQCB 401 Certification
5. Waste Discharge Requirements from the RWQCB
6. Order No. 01-100, NPDES General Permit No. CAG912002 from SFRWQCB
7. ACOE 404 Permit Application and Permit
8. USCG Permit Application and Permit
9. Caltrans letters to the Dredged Material Management Office with draft disposal plan
10. USFWS Biological Opinion for brown pelicans and least terns
11. NMFS Biological Opinion
12. NMFS Incidental Harassment Authorization
13. CDFG 2081 Incidental Take Statement
14. As-built plans of the existing San Francisco-Oakland Bay Bridge
15. Soil samples and rock cores

16. "Site Investigation Report, The Oakland Mole, San Francisco-Oakland Bay Bridge East Span Seismic Safety Project, Alameda County," Geocon, October 2001
17. "Hazardous Waste Site Investigation Report, Oakland Mole, Alameda County," PSI, June 2002

Bidders and Contractors may contact the Transportation Laboratory to request viewing rock cores via electronic mail at the following address: Coreroom@dot.ca.gov

Request shall be submitted at least 5 working days before the intended date for viewing, and shall include the District-County-Route, bridge number, contract number, viewing date, and contact information including telephone number.

5-1.11 TIDAL CONDITIONS AND ELEVATION DATUM

Attention is directed to Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Tidal conditions may present significant problems in constructing the work as depicted in the contract plans. Tidal fluctuations may be severe and different from those shown in published tidal and current data due to differences in datum, winter runoff and other causes. Strong currents exist over portions of the project site. Limited time periods of slack water may restrict diving and other underwater activities.

The Contractor is responsible for being knowledgeable of such tidal difficulties, and no payment will be made by the State for any costs incurred by the Contractor in connection with the variations in actual tidal or current conditions during the course of this contract. Any reference to Mean Higher High and Mean Lower Low tides shall be understood to be an estimate used for permit purposes, actual mean tide data shall be determined by the Contractor.

All vertical control data are based on the National Geodetic Vertical Datum NGVD of 1929.

5-1.12 AREAS FOR CONTRACTOR'S USE

Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications, plans 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 area is available within the contract limits for the exclusive use of the Contractor except as otherwise shown on the plans. 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. The State shall not be held liable for damage to or loss of materials or equipment located within these areas.

Toll plaza parking lots shall not be used for the Contractor's employees private vehicles and the Contractor's equipment and vehicles.

The Contractor shall remove the equipment, materials, and rubbish from the work areas and other State-owned property which the Contractor occupies and shall leave the areas in a presentable condition, in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for storage of plant, equipment, and materials, or for other purposes if sufficient area is not available to the Contractor within the contract limits.

5-1.13 UTILITIES

The Contractor shall make arrangements to obtain electrical power, water or compressed air or other utilities required for the Contractor's operations and shall make and maintain the necessary service connections at the Contractor's own expense.

5-1.14 SANITARY PROVISIONS

State sanitary facilities will not be available for use by the Contractor's employees.

5-1.15 BRIDGE TOLLS

Toll-free passage on the San Francisco-Oakland Bay Bridge will be granted only for cars, trucks and special construction equipment which are clearly marked on the exterior with the Contractor's identification and which are being operated by the Contractor exclusively for the project, and which are used for the purpose of transporting materials and workers directly to and from the project site.

The Contractor shall make application to the Engineer in advance for toll-free passage. The Contractor will be held accountable for the proper use of passes issued, and upon completion of the work, shall return unused passes to the Engineer.

Attention is directed to Section 23302, "Evasion of Toll," of the Vehicle Code.

5-1.16 ACCESS TO PROJECT SITE

Prospective bidders may make arrangements to visit the project site by contacting the Duty Senior, District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

5-1.17 PERMITS AND LICENSES

Attention is directed to Section 7-1.04, "Permits and Licenses," of the Standard Specifications and these special provisions.

The Department has obtained the permits and licenses from the following agencies for this project:

- A. California Regional Water Quality Control Board (RWQCB).
- B. U.S. Army Corps of Engineers (ACOE).
- C. San Francisco Bay Conservation Development Commission (BCDC).
- D. United States Coast Guard (USCG).
- E. California Department of Fish and Game (CDFG).
- F. United States Fish and Wildlife Service (USFWS).
- G. National Marine Fisheries Service (NMFS).

Copies of these permits have been made on CD-ROMs as part of the information handout that is available to the Contractor, as specified in "Project Information," of these special provisions that can be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490 or may be seen and are available for inspection at the Duty Senior, District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_district04@dot.ca.gov, telephone number (510) 286-5209.

For updated versions of environmental permits, the Bidders and Contractor shall visit the website: www.biomitigation.org

Full compensation for conforming to the requirements in these permits and licenses shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.18 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. Water Pollution Control | \$ 14,500 |
| B. Prepare Storm Water Pollution Prevention Plan | \$ 5,500 |

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. 25 kV submarine cable.

5-1.19 SOUND CONTROL REQUIREMENTS

Sound control shall conform to these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA (Lmax) at a distance of 15 m.

The Contractor shall provide one "Type 1" sound level meter and one acoustic calibrator which will be used by the Department during the life of the contract. The Contractor shall provide training by a person trained in noise monitoring to one Department employee designated by the Engineer. The sound level meter shall be calibrated and certified by the manufacturer or other independent acoustical laboratory prior to delivery to the Department.

The Contractor shall provide annual recalibration by the manufacturer or other independent acoustical laboratory. All equipment shall be capable of taking measurements using the A-weighting network and the "slow" response of the sound level meter. The measurement microphone shall be fitted with an appropriate windscreen. All equipment shall be returned to the Contractor at the acceptance of the contract. Equipment damaged by actions of the Department or the public shall be paid for as extra work as provided in Section 4-1.03D for the Standard Specifications.

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

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of 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.

5-1.20 HAZARDOUS MATERIAL, GENERAL

Attention is directed to "Hazardous Material Excavation," of "Earthwork" of these special provisions regarding the removal and disposal of excavated hazardous material described in this section.

Contaminants have been discovered through testing within the project limits. Testing consisted of collecting and analyzing in situ samples adjacent to the project limits. Summary tables of the test results are included in the "Information Handout." The complete reports titled:

- A. "Site Investigation Report, Oakland Touchdown, San Francisco-Oakland Bay Bridge East Span Seismic Safety Project, Alameda County," Geocon, June 2005.
- B. "Site Investigation Report, The Oakland Mole, San Francisco-Oakland Bay Bridge East Span Seismic Safety Project, Alameda County," Geocon, October 2001.
- C. "Site Investigation Report, San Francisco-Oakland Bay Bridge Gateway Project, Oakland," Geocon, May 1999.
- D. "Hazardous Waste Site Investigation Report, Oakland Mole, Alameda County," PSI, June 2002.

are available for inspection at the office of the Duty Senior, 111 Grand Avenue, Oakland, CA 94612, email; duty_senior_district04@dot.ca.gov, telephone number; (510) 286-5209.

Wherever the following terms are used in the contract documents, the meaning and intent shall be interpreted as provided below:

Class II material – Material that contains contaminants, typically petroleum hydrocarbons, at concentrations that require handling of the material as a Designated Waste as defined in Section 13173 of the California Water Code but does not contain contaminants at concentrations equal to or greater than the threshold limit concentrations listed in Section 66261.24 of Title 22 of the California Code of Regulations. This material is unsuitable for reuse within the project limits.

Characterization and disposal of additional material resulting from excavations performed outside of the pay limits shown on the plans, specified in the Standard Specifications, or specified or directed by the Engineer, for the Contractor's convenience, shall be at the Contractor's expense. This resultant material shall be presumed to be Class II material if the test results for the location indicate that the material being excavated Class II material. The Contractor shall dispose of the resultant material in conformance with the provisions in "Earthwork" of these special provisions. When the material must be removed from highway right of way, the Contractor shall furnish replacement material suitable for the purpose intended in conformance with the provisions in Section 19, "Earthwork," of the Standard Specifications.

APPLICABLE RULES AND REGULATIONS

Excavation, transport and disposal of Class II material shall be in conformance with the rules and regulations of the following agencies:

- United States Department of Transportation (USDOT).
- United States Environmental Protection Agency (USEPA).
- California Environmental Protection Agency (CAL-EPA).
- Department of Toxic Substance Control (DTSC).
- Integrated Waste Management Board.

Regional Water Quality Control Board, Region 2 (RWQCB).
State Air Resources Board.
Bay Area Air Quality Management District (BAAQMD).
California Division of Occupational Safety and Health Administration (CAL-OSHA).

5-1.21 ENVIRONMENTAL WORK RESTRICTIONS

The project is located, in the San Francisco Bay, within the jurisdictions of the U.S. Army Corp of Engineers (ACOE), the United States Coast Guard (USCG), the San Francisco Bay Conservation and Development Commission (BCDC), the California Department of Fish and Game (CDFG), the San Francisco Bay Regional Water Control Board (RWQCB), the U.S. Fish and Wildlife Service (USFWS), and the National Marine Fisheries Service (NMFS). The Department has entered into agreements with these agencies regarding mitigation for potential impacts this project may have on biological resources and water quality. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Attention is directed to "Project Information," of these special provisions, regarding materials information handout available on CD ROMs for regulation, permits, agreement, consultation letter, or biological opinion, and materials information available for inspection.

For updated versions of environmental permits, the Bidders and Contractor shall visit the website:

www.biomitigation.org

The provisions in this section shall be made part of every subcontract executed pursuant to this contract.

SPECIES OF CONCERN

Attention is directed to the existence of environmental work restrictions that require special precautions to be taken by the Contractor to protect the species of concern in conforming with the provisions in "Order of Work," of these special provisions.

The Contractor shall comply with the California Endangered Species Act, the Federal Endangered Species Act, the Federal Migratory Bird Treaty Act, and the Marine Mammal Protection act, which govern the protection of the American peregrine falcon, California least tern, California brown pelican, double-crested cormorant, western gull, nesting birds found on Treasure Island, marine mammals, as well as the following fish species: Central California Coast and Central Valley steelhead, Central Valley spring-run Chinook, Sacramento River winter-run Chinook, and Central California Coho salmon.

The Department and qualified experts will monitor these birds during construction.

The Contractor shall notify the Engineer immediately if any dead or injured species of concern listed below are encountered.

American Peregrine Falcon

American peregrine falcon movements and behavior will be monitored by USFWS authorized personnel from the Santa Cruz Predatory Bird Research Group during construction . If American peregrine falcon nesting occurs on the falsework structures, the Contractor shall immediately stop work and notify the Engineer. If necessary, the Contractor shall provide access to the nesting site as directed by the authorized biologist to monitor the nest site and to remove the falcon eggs and chicks.

Double-Crested Cormorant, Western Gulls, California Least Tern and California Brown Pelican

Where double-crested cormorant or western gull nests are present on the falsework structures, the Contractor shall not perform any activity within the nesting area unless the Contractor implements the following:

- A. Remove existing nests from the work areas prior to the nesting season.
- B. Prevent the birds from completing nests in the work area by continually washing off nest material during nesting season.

Surveys and monitoring of the activities of the California least tern and California brown pelicans will be conducted by the State and others. The Contractor shall cooperate with the activities of the State monitors. If, through monitoring, it is determined that construction activities result in a taking of a least tern or brown pelican, the State and USFWS will work together to evaluate methods to eliminate further project-related impacts to these species. The Contractor will be informed of any changes in procedure that may affect their operations and may be entitled to compensation to extent provided under Section 8-1.09, "Right of Way Delays," of the Standard Specifications if operations are delayed.

Pacific Herring and Juvenile Salmonids

No construction operations in the bay shall be allowed between December 1 and May 31 of any year.

PAYMENT

Full compensation for conforming to the requirements of the environmental work restrictions shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will allowed therefor.

5-1.22 ENVIRONMENTALLY SENSITIVE AREA (GENERAL)

Environmentally sensitive areas (ESA) shall consist of areas within and near the limits of construction where access is prohibited or limited for the preservation of archeological site or existing vegetation, or protection of historic buildings as shown on the plans. The Engineer will determine the exact location of the boundaries of the ESA. No work shall be conducted within the following ESAs:

- A. ESA 1, Key Pier Substation (Historic Building).
- B. ESA 2, Bay Bridge Substation (Historic Building).
- C. ESA 3, Tidal wetlands and eelgrass beds, located on the north side of the Yerba Buena Island.
- D. ESA 4, Eelgrass beds, located on the south sides of the Yerba Buena Island.
- E. ESA 5, Eelgrass beds, located at the Oakland touchdown.
- F. ESA 6, Non-tidal wetlands, located near the Radio Towers.
- G. ESA 7, Eelgrass beds, located on the east side of Treasure Island.

Attention is directed to Section 7—1.01 "Laws to be Observed," and Section 7—1.04 "Permits and Licenses," of the Standard Specifications regarding State and Federal regulations, permits, or agreements which pertain to an ESA.

Water-based ESA boundaries have been marked with USCG-approved buoys, and have been established and will be maintained by others.

Within the boundaries of land-based ESAs 1, 2 and 6, and water-based ESAs 3 through 5 and 7, no project related activities shall take place, without the written approval from the Engineer. This specifically prohibits vehicle and barge access, storage or transport of any materials, including hydrocarbon and lead contaminated material, or any other project related activities. The Contractor shall take such measures, including the posting of written notices to his employees and subcontractors, to ensure that ESAs are not entered or disturbed.

The Contractor shall mitigate damage or impacts to the ESA caused by the Contractor's operations, at the Contractor's expense in accordance with Section 7-1.11, "Preservation of Property," of the Standard Specifications. Any additional mitigation assessed to the Department will be the responsibility of the Contractor. If necessary, deductions from moneys due or to become due the Contractor will be made for the mitigation costs.

PAYMENT

Full compensation for checking, repairing or replacing the water-based ESA markings and for conforming to the requirements of the Environmentally Sensitive Area (General) shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefor.

5-1.23 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

This project is located within the jurisdiction of the California Department of Fish and Game (CDFG). The Department of Transportation has received a California Endangered Species Act Incidental Take Permit from CDFG. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly. Said document shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the permits may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 04, Construction Office Duty Senior, 111 Grand Avenue, Oakland, CA 94612, telephone number (510) 286-5209, email: duty_senior_district04@dot.ca.gov.

The Contractor's attention is directed to Section "Environmental Work Restrictions" of these special provisions relating to specific protection measures required under this contract.

Any modifications to any agreement between the Department and the CDFG shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

PAYMENT

Full compensation for conforming to the requirements of the relations with California Department of Fish and Game 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.

5-1.24 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

This project is located within an area controlled by the Regional Water Quality Control Board, San Francisco Bay Region (RWQCB). A RWQCB Order and Waste Discharge Requirements have been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly. Said documents shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the Order and the Waste Discharge Requirements may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 04, Construction Office Duty Senior, 111 Grand Avenue, Oakland, CA 94612, telephone number (510) 286-5209, email: duty_senior_district04@dot.ca.gov.

The Contractor's attention is directed to Sections 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance", of the Standard Specifications.

The Contractor's attention is also directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the Contractor's operations are restricted in the floodway by the requirements of this section, shall be considered to be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

Any modifications to the Order which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the RWQCB for their consideration. No additional time or compensation will be allowed for delays caused by the Contractor's proposed modifications to the Order.

When the Engineer notifies the Contractor that a modification to the Order is under consideration, no work will be allowed on the proposed modification until the Department of Transportation takes action on the proposed modification.

Any modifications to any agreement between the Department and the RWQCB shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

PAYMENT

Full compensation for conforming to the requirements of the relations with California Regional Water Quality Control Board 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.

5-1.25 RELATIONS WITH U.S. ARMY CORPS OF ENGINEERS

This project is located within the jurisdiction of the United States Army Corps of Engineers (ACOE). A permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in the project area and shall conduct the Contractor's work accordingly. The permit shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 04, Construction Office Duty Senior, 111 Grand Avenue, Oakland, CA 94612, telephone number (510) 286-5209, email: duty_senior_district04@dot.ca.gov.

Any modifications to the permit which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the ACOE for their consideration. No additional time or compensation will be allowed for delays by the Contractor's proposed modifications to the agreement between the Department of Transportation and the ACOE.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Department and the ACOE shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

PAYMENT

Full compensation for conforming to the requirements of the relations with U.S. Army Corps of Engineers 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.

5-1.26 RELATIONS WITH SAN FRANCISCO BAY CONSERVATION DEVELOPMENT COMMISSION

This project is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC). A permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said areas as shown on the plan and shall conduct the Contractor's work accordingly. Said document shall be considered a part of, and shall become an integral part of the special provisions and contract for this project.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 04, Construction Office Duty Senior, 111 Grand Avenue, Oakland, CA 94612, telephone number (510) 286-5209, email: duty_senior_district04@dot.ca.gov.

Any modifications to the permit, which are proposed by the Contractor, shall be submitted in writing to the Engineer for transmittal to the BCDC for their consideration. No additional time or compensation will be allowed for delays caused by the Contractor's proposed modifications to the agreement between the Department of Transportation and the BCDC.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department of Transportation takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and BCDC shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

The Contractor shall submit to the Engineer a plan for in-Bay barges within 15 days following notice of award. The Engineer will submit to BCDC for plan review; the Engineer and BCDC will review and the Engineer will provide comments to the Contractor within 30 days. The Contractor will have 15 days to revise and resubmit.

PAYMENT

Full compensation for conforming to the requirements of the relations with San Francisco Bay Conservation Development Commission 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.

5-1.27 RELATIONS WITH UNITED STATES COAST GUARD

This project is located in San Francisco Bay and across a navigable channel, which is located between the Yerba Buena Island and the county line between City and County of San Francisco and Alameda County, and is under the jurisdiction of the United States Coast Guard (USCG), Eleventh District.

A U.S. Coast Guard (USCG) Bridge Permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions that may govern the Contractor's operations within the construction right-of-way and shall conduct the Contractor's work accordingly. The Bridge Permit shall be considered part of an integral part of the contract special provisions.

Copies of the Bridge Permit may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 04, Construction Office Duty Senior, 111 Grand Avenue, Oakland, CA 94612, telephone number (510) 286-5209, email: duty_senior_district04@dot.ca.gov.

The Contractor's attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications, and to the section entitled "Sound Control Requirements" of these special provisions.

The Contractor shall comply with all requirements of the USCG with regard to the manner in which he conducts his operations and disposes of material. Any restriction of the channel and all navigation and warning lights shall be in accordance with regulations and subject to the approval of the USCG.

The Contractor's attention is directed to the following conditions which are among those established by the USCG in the work authorization for this project:

Navigation.--The Contractor's operations shall conform to the USCG regulations. Work shall be such that the free navigation of the waterway, navigable depths and channel widths are not impaired, except otherwise directed by the USCG. A least 50 calendar days before anchoring barges, within the construction right-of-way, or as directed by the Engineer, the Contractor shall notify the Engineer, in writing, along with drawings, of their proposed method for anchoring barges and of the location of docks. The Engineer will transmit the Contractor's proposal to the USCG for approval. The Contractor shall not anchor any barges until their procedure has been approved by the USCG. In the event that the required USCG approval, in the opinion of the Engineer, delays the Contractor's operations, the Contractor will be granted a time extension commensurate with the delays. No barges can be anchored within the ESAs.

Aids to Navigation.--The Contractor shall coordinate with the USCG Commander, Eleventh Coast Guard District, Building 50-6, Coast Guard Island, Alameda, California 94501-5100, Telephone (510) 437-2983 for written authorization at least 60 calendar days prior to any relocation or temporary removal of any aids to navigation within or near any areas involved with construction. In addition, the Contractor shall not obstruct, willfully damage, make fast to, or interfere with any aid to navigation.

Navigational Obstructions.--Any debris, material, plant or machinery that are incidentally dropped into the waters of the Bay during the progress of work, which may present a hazard or which may obstruct navigation shall be promptly recovered or removed. Floating objects shall be immediately recovered or tied down and marked, so that they do not present hazards to navigation. The Contractor shall give immediate notice of in-place obstructions to the proper authorities and shall mark or buoy such obstructions until they are removed. Should the Contractor neglect or delay compliance with the above requirements, such obstructions shall be removed by the Department of Transportation and the cost of such removal will be deducted from the moneys due to the Contractor or may be recovered from their bond.

Navigational Lighting.--The Contractor shall keep proper warning lights each night between the hours of sunset and sunrise upon all floating equipment, and all buoys which are of a size and location as to endanger or obstruct navigation. The Contractor shall provide suitable navigational lighting at any time that construction operations obstruct the waterways. All floating equipment shall be marked in accordance with USCG Regulations.

Nighttime Lighting.--The Contractor shall direct lighting on to the immediate area under construction and avoid shining lights towards residences on YBI and marine traffic. The Contractor shall also not shine lights into the water at night.

Temporary Structures.--Following the completion of construction, the Contractor shall remove barges.

The Contractor shall be aware of the USCG facility on the southeast side of Yerba Buena Island. The Contractor's activities shall not interfere with the twenty-four hour a day operations at the USCG facility. The Contractor shall not restrict land or sea access to that facility.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the Contractor's operations are restricted in the navigation channel by others shall be considered to be nonworking days if, in the opinion of the Engineer, these restrictions cause a delay in the current controlling operation or operations.

PAYMENT

Full compensation for conforming to the requirements of the relations with United States Coast Guard 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.

5-1.28 RELATIONS WITH SAN FRANCISCO BAR PILOTS

This project is located in the Bay of San Francisco, in which the Contractor's shipping vessels and waterborne operations may be under the jurisdiction of the San Francisco Bar Pilots. Attention is directed to Division 5, "Pilots for Monterey Bay and the Bays of San Francisco, San Pablo, and Suisun" of the California Harbors and Navigation Code. The Contractor shall have knowledge of and comply with the requirements of the California Harbors and Navigation Code.

Full compensation for conforming to the requirements of the San Francisco Bar Pilots 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.

5-1.29 RELATIONS WITH UNITED STATES FISH AND WILDLIFE SERVICE

This project is located within the jurisdiction of the United States Fish and Wildlife Service (USFWS). The USFWS has issued a Biological Opinion regarding several species which are protected under both the Federal Endangered Species Act and the California Endangered Species Act. The specifics of this opinion are part of an agreement which the Department of Transportation has entered into with the USFWS. The Contractor shall be fully informed of the requirements of this agreement as well as of all rules, regulations, and conditions that may govern the Contractor's operations in said area and shall conduct the Contractor's operations accordingly. Said document shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 04, Construction Office Duty Senior, 111 Grand Avenue, Oakland, CA 94612, telephone number (510) 286-5209, email: duty_senior_district04@dot.ca.gov.

Attention is directed to "Environmental Work Restrictions" of these special provisions relating to specific measures required under this contract.

Any modifications to any agreement between the Department and the USFWS shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

PAYMENT

Full compensation for conforming to the requirements of the relations with United States and Wildlife Service 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.

5-1.30 RELATIONS WITH NATIONAL MARINE FISHERIES SERVICES

This project is located within the jurisdiction of the National Marine Fisheries Service (NMFS). The NMFS has concurred with measures developed by the Department regarding the protection of winter-run Chinook salmon habitat and critical habitat for steelhead trout, and for protection of the local California Sea Lion, Harbor Seal populations, and gray whale. The Contractor shall be fully informed of the requirements associated with these measures as well as all rules, regulations and conditions that may govern the Contractor's operations in said area and shall conduct their operations accordingly. Said document shall be considered a part of, and shall become, an integral part of the special provisions and contract for this project.

Attention is directed to Section "Environmental Work Restrictions" of these special provisions relating to specific measures required under this contract.

The Contractor shall restrict contract vessels from entering a no entry buffer zone of 500 meters radius measured from the harbor seal haul-out site to the southwest of Yerba Buena Island.

The NMFS has prepared advisory letters to the Department, in response to the Department's request for consultation regarding species of fish and marine mammals that may be affected by construction activities. The Contractor shall be fully informed of and abide by the recommendations of the NMFS in performing the Contractor's operations on this project.

Copies of these consultation letters may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 04, Construction Office Duty Senior, 111 Grand Avenue, Oakland, CA 94612, telephone number (510) 286-5209, email: duty_senior_district04@dot.ca.gov.

Any modifications to any agreement between the Department and the NMFS shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

PAYMENT

Full compensation for conforming to the requirements of the relations with National Marine Fisheries Services 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.

5-1.31 INSURANCE

Attention is directed to Section 7-1.12, "Indemnification and Insurance," and Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications and these special provisions.

The Contractor shall also provide insurance coverage under the Federal Longshoremen's and Harbor Workers Compensation Act, the Jones Act and the Marine Act with respect to work performed from, or by use of, vehicles on any navigable water of the United States, including liability insurance for watercraft operations. The insurance coverage shall contain a combined single limit of at least \$50,000,000 per occurrence and \$50,000,000 aggregate. At the option of the Contractor, liability insurance for watercraft operations may be covered under a separate Protection and Indemnity policy.

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 United States Standard Measures 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 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 "Working Drawings," of these special provisions. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT
ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS ² mm	SIZE TO BE SUBSTITUTED ² inch 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 ¹ SHOWN ON THE PLANS	BAR DESIGNATION NUMBER ² TO BE SUBSTITUTED
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

¹Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

²Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

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.

SUBSTITUTION 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	SIZE TO BE SUBSTITUTED 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, 12.70, or M12	1/2
14 or 14.29	9/16
16, 15.88, or M16	5/8
19, 19.05, or M20	3/4
22, 22.22, or M22	7/8
24, 25, 25.40, or M24	1
29, 28.58, or M27	1-1/8
32, 31.75, or M30	1-1/4
35 or 34.93	1-3/8
38, 38.10, or M36	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

SUBSTITUTION 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 mm	GAGE TO BE SUBSTITUTED inch	METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED 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	-----	-----

SUBSTITUTION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	WIRE THICKNESS TO BE SUBSTITUTED 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

SUBSTITUTION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	SIZE TO BE SUBSTITUTED 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 millimeters (T) represents an exact conversion of the thickness in inches (T").

SUBSTITUTION TABLE FOR CIDH CONCRETE PILING

METRIC SIZE SHOWN ON THE PLANS	ACTUAL AUGER SIZE TO BE SUBSTITUTED inches
350 mm	14
400 mm	16
450 mm	18
600 mm	24
750 mm	30
900 mm	36
1.0 m	42
1.2 m	48
1.5 m	60
1.8 m	72
2.1 m	84
2.4 m	96
2.7 m	108
3.0 m	120
3.3 m	132
3.6 m	144
4.0 m	156

SUBSTITUTION 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	NOMINAL SIZE TO BE SUBSTITUTED 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

SUBSTITUTION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS	METRIC BOX NAIL, SHOWN ON THE PLANS	METRIC SPIKE, SHOWN ON THE PLANS	SIZE TO BE SUBSTITUTED Penny-weight
Length, mm Diameter, mm	Length, mm Diameter, mm	Length, mm Diameter, mm	
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

**SUBSTITUTION 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	NOMINAL SIZE TO BE SUBSTITUTED 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

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 HEALTH AND SAFETY PLAN

The Contractor shall prepare a detailed Health and Safety Plan for all site personnel, including State personnel, that identifies potential health and safety hazards associated with each operation and specifies work practices that will be used to protect workers from those hazards in conformance with the DTSC and CAL-OSHA regulations. At a minimum, the Health and Safety Plan shall identify key site safety personnel, describe risks associated with the work, describe training requirements, describe appropriate personal protective equipment, describe any site-specific medical surveillance requirements, describe any periodic air monitoring requirements, define appropriate site work zones, and describe any decontamination requirements. The Health and Safety Plan shall be submitted at least 15 working days prior to beginning any excavation work for review and acceptance by the Engineer. Prior to submittal, the Contractor shall have the Health and Safety Plan approved by an industrial hygienist certified by the American Board of Industrial Hygiene. Subcontractors shall

use the Health and Safety Plan prepared by the Contractor or prepare and submit a separate Health and Safety Plan in conformance with the provisions in this section.

SAFETY TRAINING

Prior to performing any work, all personnel, including State personnel, shall complete a safety training program that communicates the potential health and safety hazards associated with work on the site and instructs the personnel in procedures for doing the work safely. The level of training provided shall be consistent with the personnel's job function and conform to CAL-OSHA regulations. The training, including subsequent training required until completion of the project, shall be provided by the Contractor. The Contractor shall provide a certification of completion of the Safety Training Program to all personnel. Personal protective equipment required by State personnel to inspect the work shall be provided by the Contractor. The number of State personnel requiring the above mentioned safety training program and personal protective equipment will be 2.

PAYMENT

The contract lump sum price paid for health and safety plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing and implementing the health and safety plan, including safety training, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.02 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 "Environmental Work Restrictions," of these special provisions, which specifies species of concern within the project limits, and to the Federal Migratory Bird Treaty Act (15 USC 703-711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513, and 3800, which protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Between December 1 and September 30 of any year, within the project limits, the Contractor:

1. Shall coordinate with the Department biologist, who will perform pre-disturbance surveys, at least 15 days prior to beginning work disturbing structures, the ground or vegetation, and will monitor the birds during construction.
2. Shall not begin work disturbing structures, the ground or vegetation without the written approval from the Engineer.
3. Shall notify the Engineer in writing 15 days prior to beginning work disturbing structures, the ground or vegetation. The notification shall include the timing and order of work to be performed, and the proposed use of exclusion techniques to prevent nesting on the ground, on structures or in trees, shrubs or other vegetation. Using exclusion techniques to prevent nesting on the ground, on structures or in trees, shrubs or other vegetation will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.
4. Shall immediately stop work within 76 m of the nests, and notify the Engineer, when evidence of migratory bird nesting is discovered. If it is determined that nesting causes conditions that are unfavorable for the suitable prosecution of the work, the Engineer will issue a written order to temporarily suspend the work wholly or in part in conformance with the provisions of Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. If the Engineer orders a temporary suspension of the work due to bird nesting, the suspended work is a controlling item of work or becomes a controlling item of work, and the suspension is not due to the failure by the Contractor to diligently prevent nesting, in the opinion of the Engineer, the days on which the suspension is in effect shall not be considered working days as defined in "Time Completion," of these special provisions.
5. Shall coordinate with the Department biologist, who may perform additional surveys if construction activities in an area stop for more than 14 consecutive days during the nesting season. The Contractor shall not resume work without written notice from the Engineer.
6. Will be allowed additional compensation for work suspensions due to bird nesting if the Engineer agrees with the reasons and support set forth by the Contractor in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work."
7. Will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in approving the disturbance of structures, ground or vegetation.

Attention is directed to "Hazardous Material Excavation" of these special provisions.

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the "Storm Water Pollution Prevention Plan," prior to performing work having potential to cause water pollution.

The first order of work shall be:

1. The Engineer shall be furnished a statement from the vendor that the order for the electrical equipment has been received and accepted by the vendor, within 30 days after approval of the contract.
2. The Contractor shall perform the pre-construction survey along the alignment of the two 25kV submarine cables, and to submit the report of the pre-construction survey to the Engineer, at least 30 days prior to the installation of the cables.

The report shall include:

- a. Depth of water (profile) for each cable alignment, including interface with shore ends.
- b. Seabed conditions for embedment and burial of submarine cables.
- c. Locations of potential obstructions along cable alignments.
- d. Final alignment selection of both cables for the Engineer approval.
- e. Location of adjacent utilities.

Pre-construction survey is allowed during the environmental work restriction period as specified in "Environmental Work Restrictions" of these special provisions, subject to the following condition:

1. Operation shall not be in contact with the bay floor.

No dredging will be allowed for the installation of the two 25 kV submarine cables.

No above ground electrical work shall be performed on any system within the project site until all Contractor-furnished electrical materials for that individual system have tested and delivered to the Contractor.

Attention is directed to "25 kV Submarine Cable" of these special provisions, regarding the submittal of the detail installation procedure report, and pre-construction survey report to the Engineer for approval at least 30 days prior to the beginning of construction.

Attention is directed to "Maintaining Existing and Temporary Electrical Systems," of these special provisions.

The existing 12 kV submarine cable systems shall not be modified until the corresponding replacement system has been installed and fully tested.

Attention is directed to "Maintaining Traffic," of these special provisions.

Attention is directed to "Progress Schedule (Critical Path Method)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

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.

This project lies within the boundaries of the San Francisco Bay Regional Water Quality Control Board (RWQCB).

The State Water Resources Control Board (SWRCB) has issued a permit to the Department which governs storm water and non-storm water discharges from its properties, facilities and activities. The Department's Permit is entitled: "Order No. 99-06-DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation Properties, Facilities, and Activities." Copies of the Department's Permit are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254, and may also be obtained from the SWRCB Internet website at: <http://www.swrcb.ca.gov/stormwtr/caltrans.html>.

The Department's Permit references and incorporates by reference the current Statewide General Permit issued by the SWRCB entitled "Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Associated with Construction Activity," which regulates discharges of storm water and non-storm water from construction activities disturbing 0.4-hectare or more of soil in a common plan of development. Sampling and analysis requirements as specified in SWRCB Resolution No. 2001-46 are added to the Statewide General Permit. Copies of the Statewide General Permit and modifications thereto are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California

95812-1977, Telephone: (916) 341-5254 and may also be obtained from the SWRCB Internet website at: <http://www.swrcb.ca.gov/stormwtr/construction.html>.

The NPDES permits that regulate this project, as referenced above, are hereafter collectively referred to as the "Permits."

This project shall conform to the Permits and modifications thereto. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available during construction.

The Permits require the preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be prepared in conformance with the requirements of the Permits, the Department's "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual," and the Department's "Construction Site Best Management Practices (BMPs) Manual," including addenda to those permits and manuals issued up to and including the date of advertisement of the project. These manuals are hereinafter referred to, respectively, as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>.

The Contractor shall know and fully comply with applicable provisions of the Permits and all modifications thereto, the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Permits shall apply to storm water and certain permitted non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Permits and the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. The Engineer shall be allowed full access to these areas during construction to assure Contractor's proper implementation of water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section, "Water Pollution Control," shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the Department may retain money due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved SWPPP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State or local requirements, the Department may retain money due the Contractor, 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 entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Department may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Storm Water Pollution Prevention Plan (SWPPP) is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Manuals, the requirements of the Permits, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution shall be performed until the SWPPP has been approved by the Engineer. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the SWPPP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the SWPPP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Water Pollution Control Manager shall have a minimum of 24 hours of formal storm water management training or certification as a Certified Professional in Erosion and Sediment Control (CPESC). The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.

The SWPPP shall apply to the areas within and those outside of the highway right of way that are directly related to construction operations including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, and access roads.

The SWPPP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization.
- B. Sediment control.
- C. Wind erosion control.
- D. Tracking control.
- E. Non-storm water management.
- F. Waste management and materials pollution control.

The following contract items of work shall be incorporated into the SWPPP as "Temporary Water Pollution Control Practices": Temporary Concrete Washout Facility. The Contractor's attention is directed to the special provisions provided for Temporary Water Pollution Control Practices.

The SWPPP shall include, but not be limited to, the items described in the Manuals, Permits and related information contained in the contract documents. The SWPPP shall also include a copy of the following:

- 1. Fish and Game Permits.
- 2. US Army Corps of Engineers Permits.
- 3. RWQCB 401 Certifications.

The Contractor shall develop and include in the SWPPP the Sampling and Analysis Plan(s) as required by the Permits, and modifications thereto, and as required in "Sampling and Analytical Requirements" of this section.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall complete the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual and shall incorporate water pollution control practices into the SWPPP. Water pollution control practices include the "Minimum Requirements" and other Contractor-selected water pollution control practices from the "Construction Site BMPs Consideration Checklist" and the "Project-Specific Minimum Requirements" identified in the Water Pollution Control Cost Break-Down of this section.

Within 20 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 10 working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 10 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall prepare an amendment to the SWPPP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate a condition of the Permits, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved SWPPP. Amendments to the SWPPP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the SWPPP. At a minimum, the SWPPP shall be amended annually and submitted to the Engineer 25 days prior to the defined rainy season.

The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the Engineer.

COST BREAK-DOWN

The Contractor shall include a Water Pollution Control Cost Break-Down in the SWPPP which itemizes the contract lump sum for water pollution control work. The Contractor shall use the Water Pollution Control Cost Break-Down provided in this section as the basis for the cost break-down submitted with the SWPPP. The Contractor shall use the Water Pollution Control Cost Break-Down to identify items, quantities and values for water pollution control work, excluding Temporary Water Pollution Control Practices for which there are separate bid items. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted with the SWPPP. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

Attention is directed to "Time-Related Overhead" of these special provisions regarding compensation for time-related overhead.

Line items indicated in the Water Pollution Control Cost Break-Down in this section with a specified Estimated Quantity shall be considered "Project-Specific Minimum Requirements." The Contractor shall incorporate Project-Specific Minimum Requirements with Contractor-designated quantities and values into the Water Pollution Control Cost Break-Down submitted with the SWPPP.

Line items indicated in the Water Pollution Control Cost Break-Down in this section without a specified Estimated Quantity shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the "Construction Site BMPs Consideration Checklist" presented in the Preparation Manual. In the Water Pollution Control Cost Break-Down submitted with the SWPPP, the Contractor shall list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down shall be equal to the contract lump sum price bid for water pollution control. Overhead and profit, except for time-related overhead, shall be included in the individual items listed in the cost break-down.

WATER POLLUTION CONTROL COST BREAK-DOWN

Contract No. 04-013514

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
SC-7	Street Sweeping and Vacuuming	LS	Lump Sum		
NS-2	Dewatering Operations	EA			
NS-4	Temporary Stream Crossing	EA			
NS-5	Clear Water Diversion	EA			
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	LS	Lump Sum		
NS-8	Vehicle and Equipment Cleaning	LS	Lump Sum		
NS-9	Vehicle and Equipment Fueling	LS	Lump Sum		
NS-10	Vehicle and Equipment Maintenance	LS	Lump Sum		
NS-12	Concrete Curing	LS	Lump Sum		
NS-13	Material and Equipment Use over Water	LS	Lump Sum		
NS-14	Concrete Finishing	LS	Lump Sum		
WM-1	Material Delivery and Storage	LS	Lump Sum		
WM-2	Material Use	LS	Lump Sum		
WM-3	Stockpile Management	LS	Lump Sum		
WM-4	Spill Prevention and Control	LS	Lump Sum		
WM-5	Solid Waste Management	LS	Lump Sum		
WM-7	Contaminated Soil Management	LS	Lump Sum		
WM-8	Concrete Waste Management	LS	Lump Sum		
WM-9	Sanitary/Septic Waste Management	LS	Lump Sum		
WM-10	Liquid Waste Management	LS	Lump Sum		

TOTAL _____

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the SWPPP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved cost break-down, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the SWPPP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

SWPPP IMPLEMENTATION

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions 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 water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Water Pollution Control." Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices shall be provided throughout the rainy season, defined as between August 1 and October 1, and between November 1 and May 1.

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

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices. The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days prior to the start of the rainy season.

Throughout the defined rainy season, the active disturbed soil area of the project site shall be not more than 0.42 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active disturbed soil area limit. Soil stabilization and sediment control materials shall be maintained on site sufficient to protect disturbed soil areas. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect disturbed soil areas prior to the onset of precipitation.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:

- A. Prior to a forecast storm.
- B. After a precipitation event which causes site runoff.
- C. At 24 hour intervals during extended precipitation events.
- D. Routinely, a minimum of once every two weeks outside of the defined rainy
- E. Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The Contractor shall notify the Engineer at least 3 days in advance of first-time non-storm water discharge events, excluding exempted discharges. The Contractor shall notify the Engineer of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

Annual Certifications

By June 15 of each year, the Contractor shall complete and submit an Annual Certification of Compliance, as contained in the Preparation Manual, to the Engineer.

SAMPLING AND ANALYTICAL REQUIREMENTS

The Contractor is required to implement specific sampling and analytical procedures to determine whether BMPs implemented on the construction site are:

- A. Preventing pollutants that are known or should be known by permittees to occur on construction sites that are not visually detectable in storm water discharges, to cause or contribute to exceedances of water quality objectives.

Non-Visible Pollutants

The project has the potential to discharge non-visible pollutants in storm water from the construction site. The project SWPPP shall contain a Sampling and Analysis Plan (SAP) that describes the sampling and analysis strategy and schedule to be implemented on the project for monitoring non-visible pollutants in conformance with this section.

The SAP shall identify potential non-visible pollutants that are known or should be known to occur on the construction site associated with the following: (1) construction materials, wastes or operations; (2) known existing contamination due to historical site usage; or (3) application of soil amendments, including soil stabilization products, with the potential to alter pH or contribute toxic pollutants to storm water. Planned material and waste storage areas, locations of known existing contamination, and areas planned for application of soil amendments shall be shown on the SWPPP Water Pollution Control Drawings.

The SAP shall identify a sampling schedule for collecting a sample down gradient from the applicable non-visible pollutant source and a sufficiently large uncontaminated control sample during the first two hours of discharge from rain events during daylight hours which result in a sufficient discharge for sample collection. If run-on occurs onto the non-visible pollutant source, a run-on sample that is immediately down gradient of the run-on to the Department's right of way shall be collected. A minimum of 72 hours of dry weather shall occur between rain events to distinguish separate rain events.

The SAP shall state that water quality sampling will be triggered when any of the following conditions are observed during the required storm water inspections conducted before or during a rain event:

- A. Materials or wastes containing potential non-visible pollutants are not stored under watertight conditions.
- B. Materials or wastes containing potential non-visible pollutants are stored under watertight conditions, but (1) a breach, leakage, malfunction, or spill is observed; and (2) the leak or spill has not been cleaned up prior to the rain event; and (3) there is the potential for discharge of non-visible pollutants to surface waters or drainage system.
- C. Construction activities, such as application of fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound have occurred during a rain event or within 24 hours preceding a rain event, and there is the potential for discharge of pollutants to surface waters or drainage system.
- D. Soil amendments, including soil stabilization products, with the potential to alter pH levels or contribute toxic pollutants to storm water runoff have been applied, and there is the potential for discharge of pollutants to surface waters or drainage system (unless independent test data are available that demonstrate acceptable concentration levels of non-visible pollutants in the soil amendment).
- E. Storm water runoff from an area contaminated by historical usage of the site is observed to combine with storm water, and there is the potential for discharge of pollutants to surface waters or drainage system.

The SAP shall identify sampling locations for collecting down gradient and control samples, and the rationale for their selection. The control sampling location shall be selected where the sample does not come into contact with materials, wastes or areas associated with potential non-visible pollutants or disturbed soil areas. Sampling locations shall be shown on the SWPPP Water Pollution Control Drawings. Only trained personnel shall collect water quality samples and be identified in the SAP. Qualifications of designated sampling personnel shall describe training and experience, and shall be included in the SWPPP. The SAP shall state monitoring preparation, sample collection procedures, quality assurance/quality control, sample labeling procedures, sample collection documentation, sample shipping and chain of custody procedures, sample numbering system, and reference the construction site health and safety plan.

The SAP shall identify the analytical method to be used for analyzing down gradient and control samples for potential non-visible pollutants on the project. For samples analyzed in the field by sampling personnel, collection, analysis, and equipment calibration shall be in conformance with the Manufacturer's specifications. For samples that will be analyzed by a laboratory, sampling, preservation, and analysis shall be performed by a State-certified laboratory in conformance with 40 CFR 136. The SAP shall identify the specific State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method to be used. A list of State-certified laboratories that are approved by the Department is available at the following internet site: http://www.dhs.ca.gov/ps/ls/elap/html/lablist_county.htm.

Analytical Results and Evaluation

The Contractor shall submit a hard copy and electronic copy of water quality analytical results and quality assurance/quality control data to the Engineer within 5 days of sampling for field analyses and within 30 days for laboratory analyses. Analytical results shall be accompanied by an evaluation from the Contractor to determine if down gradient samples show elevated levels of the tested parameter relative to levels in the control sample. If down gradient or downstream samples, as applicable, show increased levels, the Contractor will assess the BMPs, site conditions, and surrounding influences to determine the probable cause for the increase. As determined by the assessment, the Contractor will repair or modify BMPs to address increases and amend the SWPPP as necessary. Electronic results (in one of the following file formats: .xls, .txt, .csv, .dbf, or .mdb) shall have at a minimum the following information: sample identification number, contract number, constituent, reported value, method reference, method detection limit, and reported detection limit. The Contractor shall document sample collection during rain events.

Water quality sampling documentation and analytical results shall be maintained with the SWPPP on the project site until a Notice of Completion has been submitted and approved.

If construction activities or knowledge of site conditions change, such that discharges or sampling locations change, the Contractor shall amend the SAP in conformance with this section, "Water Pollution Control."

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution water pollution control practices, except those for which there is a contract item of work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Storm water sampling and analysis will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. No payment will be made for the preparation, collection, analysis, and reporting of storm water samples required where appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

For items identified on the approved Water Pollution Control Cost Break-Down, the cost of maintaining the temporary water pollution control practices shall be divided equally by the State and the Contractor as follows:

Soil Stabilization

Temporary water pollution control practices except:

SS-1 Scheduling

SS-2 Preservation of Existing Vegetation

Sediment Control

Temporary water pollution control practices except:
SC-7 Street Sweeping and Vacuuming

Wind Erosion Control

No sharing of maintenance costs will be allowed.

Tracking Control

TC-1 Stabilized Construction Entrance/Exit.

Non-Storm Water Management

No sharing of maintenance costs will be allowed.

Waste Management & Materials Pollution Control

No sharing of maintenance costs will be allowed.

The division of cost will be made by determining the cost of maintaining water pollution control practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost. Cleanup, repair, removal, disposal, improper installation, and replacement of water pollution control practices damaged by the Contractor's negligence, shall not be considered as included in the cost for performing maintenance.

The provisions for sharing maintenance costs shall not relieve the Contractor from the responsibility for providing appropriate maintenance on items with no shared maintenance costs.

Full compensation for non-shared maintenance costs of water pollution control practices, as specified in this section, "Water Pollution Control," shall be considered as included in the contract lump sum price paid for water pollution control and no additional compensation will be allowed therefor.

Water pollution control practices for which there is a contract item of work, will be measured and paid for as that contract item of work.

10-1.04 TURBIDITY CONTROL

Turbidity control work shall conform to the Standard Specifications, the plans, these special provisions, and with all regulatory permits and waste discharge requirements pertaining to any work that has the potential to cause turbidity within the project limits. Turbidity control work shall consist of implementing control measures to limit transport of disturbed sediment into environmentally sensitive areas (ESA). Except as specified in the Standard Specifications and these special provisions, compliance monitoring for turbidity will be performed by the Engineer in conformance with regulatory permits, waste discharge requirements and a turbidity monitoring program developed by the Department.

Attention is directed to "Environmentally Sensitive Areas (General)," of these special provisions.

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 provisions set forth in this section "Turbidity Control", including but not limited to, compliance with the applicable provisions of Permits, and Federal, State and local regulations. 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, money due the Contractor under the contract, in an amount determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other local, State, or federal requirement, the Engineer may retain money due the Contractor, 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 for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section "Turbidity Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

Turbidity is defined as the condition that prevails when sediment and debris are suspended in water, resulting in diminished water clarity. Turbidity will be measured using an optical backscatter meter providing a minimum of 30-second weighted average turbidity reading in mg/liter or nephelometric turbidity units (NTU).

A Turbidity Control Plan for all work that has the potential to cause turbidity shall be submitted to the Engineer for review and approval 30 working days before beginning work in marine environments. The Contractor shall allow 15 working days for the Engineer to review and approve the plan. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the plan within 10 working days of receipt of the Engineer's comments and shall allow 5 working days for the Engineer to review and approve the revisions. The Turbidity Control Plan shall describe equipment used to do work that has the potential to cause turbidity, operation schedule, deployment of turbidity control measures and containment contingency. Plans and working drawings shall be submitted in accordance with "Working Drawings" of these special provisions. Three copies of the plan shall be furnished to the Engineer initially with equal copies furnished following subsequent revisions and updating. Final approval of the plan will be subject to field testing. The Contractor shall demonstrate that the proposed turbidity control measures work as intended under actual working and field conditions. At the time of approval, the Contractor shall incorporate the dewatering plan into the approved Storm Water Pollution Prevention Plan using the established amendment process as described within "Water Pollution Control," of these special provisions.

All work that has the potential to cause turbidity within 100 meters of a non-land-based ESA boundary as shown on the plans shall have turbidity control measures implemented to conform with regulatory permits and to protect the ESA. The following control measures, as a minimum, shall be implemented within this 100 meter zone:

- A. Excavation equipment shall be sized to minimize the number of cuts needed to reach final grade and keep sediment resuspension, measured as turbidity, within allowable limits.
- B. Vessels shall approach and depart the work area with the prop directed away from the ESA when possible.

In addition, if the control measures fail to adequately control turbidity in accordance with regulatory permits, the following additional control measures shall be implemented in conjunction with those listed above to enhance turbidity control:

- A. Install an engineered turbidity curtain around the perimeter of the work area to reduce sediment transport to the ESA. The curtain materials and connections shall be able to withstand 0.8-m/s (1.5-kt) currents (flood and ebb), wind, waves, and vessel wakes. The ends of the curtain shall be anchored on shore above the highest expected tide elevation. The intermediate sections shall be anchored in a manner that does not submerge the top of the curtain at high tide.
- B. Perform work during tidal periods that result in sediment transport away from the ESA.

All removed control measures shall be disposed of in accordance with section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

The following increases in natural background turbidity of the receiving water within the ESA will be allowed:

Natural Background Turbidity	Allowed Increase
0 to 49 NTU	Receiving water turbidity may be increased to 50 NTU
50 NTU and greater	Receiving water turbidity may be increased to 10 percent above background

In the event that these allowable increases are exceeded for a continuous period of 4 hours; or for 8 hours or more during any 1 week period from October 1 - March 31; or for 16 hours or more in any 1 week period from April 1 - September 31, the work causing the increase shall be suspended until turbidity levels have dropped below the allowable limit for a minimum of 4 consecutive hours. The Engineer shall decide if additional control measures are needed.

Temporary suspension of work shall conform to the provisions in Section 8-1.05, "Temporary Suspension of Work", of the Standard Specifications. If the Contractor fails to conform to the provisions of "Turbidity Control", the Engineer may order the suspension of specific aquatic construction operations. No further work shall be performed on the ongoing operation until the turbidity control measures are adequate and, if required by the Engineer, a revised turbidity control plan has been accepted.

If the Contractor or the Engineer identifies a deficiency in any aspect of the implementation of the approved Turbidity Control plan or amendments, 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.

If the Contractor fails to correct the identified deficiency by the date agreed upon, the project shall be in noncompliance. The Engineer will notify the Contractor in writing when the project is out of compliance with the turbidity control plan.

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

The Contractor is directed to Section 5-1.01, "Authority of the Engineer," of the Standard Specifications and the payment section of these special provisions for possible noncompliance penalties.

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 of this section "Turbidity Control" as determined by the Engineer.

Retention for failure to conform to the provisions in this section "Turbidity Control" shall be in addition to the other retention provided for in the contract and to any retentions due to a failure to comply with the permit or any other local, State, or federal requirement.

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, in conformance with Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications, following the date that an approved Turbidity Control Plan has been implemented and maintained, and turbidity is adequately controlled, as determined by the Engineer.

PAYMENT

The contract lump sum price paid for turbidity control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in turbidity control complete in place, including development and submittal of the turbidity control plan and removal and disposal of all measures, when no longer necessary, as specified in these special provisions, and as directed by the Engineer.

10-1.05 NON-STORM WATER DISCHARGES

Non-storm water discharges shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications, "Water Pollution Control," of these special provisions, and these special provisions.

EXCAVATION DEWATERING

This work shall consist of discharging water removed from land-based excavations including, but not limited to, excavations for utility structures and their appurtenances. The discharge of floating oil or other floating materials is prohibited. Suspended solids shall be removed to the extent that deleterious bottom deposits, turbidity, and discoloration are not caused by the discharge. Compliance monitoring will be performed by the Contractor in conformance with regulatory permits and waste discharge requirements. Turbidity shall be measured in Nephelometric Turbidity Units (NTU). The point of effluent discharge shall not cause bottom sediments or aquatic vegetation to become dislodged or disturbed.

The Contractor shall design and implement an appropriate effluent treatment system for the site conditions and anticipated flow rate to achieve and maintain compliance with the specified water quality limitations. Treatment systems to remove turbidity-producing suspended solids shall include, but not be limited to, desilting basins, weir tanks, settling tanks, sediment traps, gravity bag filters, sand media filters, pressurized bag filters, cartridge filters, in-line flocculent or a combination of these systems to provide primary and secondary treatment. Settling tanks alone may not provide sufficient sediment removal properties to meet the water quality limitations for turbidity and the Contractor shall consider all control measures necessary to meet the discharge standards.

Surface runoff shall not be allowed to enter the excavation. Groundwater contaminated by the Contractor's operations, such as contact with uncured cement, shall be treated to meet the permit requirements for discharge or removed from the site to an appropriately licensed liquid disposal facility.

The Contractor shall monitor both the discharge and the receiving water body. The observations made during monitoring will include color difference, presence of suspended material, presence of water fowl or aquatic wildlife, wind direction and velocity, tidal condition, atmospheric condition, time, and date. In addition, the observations will be supplemented with photographs. During monitoring events, the Contractor shall obtain turbidity, dissolved oxygen, and pH measurements and background receiving water. Depth-averaged turbidity measurements shall be obtained from the receiving water by taking measurements from 3 points within the water column and averaging the 3 measurements: one at 0.3 m below the surface, one at mid depth, and one at 0.3 m above the bottom. In receiving waters that are less than 1.0 meter in depth, only one measurement shall be taken at 0.3 m below the surface.

The Contractor shall perform monitoring, at a minimum, one hour before each discharge, ten minutes after initiating each discharge, four hours after initiating each discharge, once daily after the initial startup monitoring, and upon cessation of each discharge. Turbidity measurements of the discharge shall be taken in samples collected from in-line sample ports or directly from the end of the discharge pipe. The natural background receiving water turbidity, dissolved oxygen, and pH will be measured at a location that is unaffected by the discharge at the same frequency as the discharge monitoring. The observations, turbidity, dissolved oxygen, and pH measurements will be recorded daily.

The following water quality limitations will be allowed:

Water Quality Parameter	Water Quality Limit
Natural Background Turbidity (NTU)	
0 to 49	Discharge turbidity must be less than 50 NTU
50 and greater	Discharge turbidity may be 10 percent greater than natural background
Discharge pH	Less than 8.5 and greater than 6.5 pH units
Receiving water pH	± 0.5 pH units from natural background
Receiving water dissolved oxygen	5 mg/L minimum

When observations and measurements indicate that the discharge water quality parameters are above the allowed limits or the discharge is having an effect on the receiving water by more than allowed and the increase is confirmed by an additional measurement obtained no less than 15 minutes and no more than 1 hour after the initial measurement, the Contractor shall inform the Engineer, the discharge activity shall immediately cease, and corrective actions undertaken to modify, repair, or replace the equipment used for the discharge. The resumption of discharge activities shall be allowed upon approval of the corrective measures by the Engineer.

VAULT DEWATERING

Water removed from existing utility vaults shall be contained and hauled outside highway right of way to an appropriately licensed liquid disposal facility.

DEWATERING PLAN

The Contractor shall submit to the Engineer a Dewatering Plan in conforming with "Working Drawings," of these special provisions. The Dewatering Plan shall include following:

- A. Dewatering Operation Description - written description of all dewatering operations that shall include, but is not limited to, start up date of discharge, an estimate of the discharge volume, flow rate, frequency, and maximum capacity of the treatment system.
- B. Working Drawings - working drawings of dewatering operations showing both a sectional and plan view that details the removal techniques for suspended solids and known or introduced groundwater contaminants. The drawings shall define the flow path and placement of pipes, hoses, pumps, treatment systems, holding tanks, and other equipment used to convey the discharge; the general position of the dewatering measures relative to the excavations undergoing dewatering; and the point of effluent discharge.

The plan shall be submitted 45 working days before beginning dewatering operations for review and approval by the Engineer. Construction operations that require dewatering will not be allowed until the plan has been approved by the Engineer and the SFRWQCB Executive Officer has authorized the discharge. At the time of approval, the Contractor shall incorporate the dewatering plan into the approved Storm Water Pollution Prevention Plan (SWPPP) in conformance with the provisions of "Water Pollution Control," of these special provisions.

MATERIALS

Materials shall conform to the provisions in Section 6, "Control of Materials," Section 7-1.16, "Contractor's Responsibility for the Work and Materials," Section 20-5.03E, "Pipe," and Section 74-2, "Drainage Pump Equipment" of the Standard Specifications and these special provisions.

Temporary holding tanks for storage shall be transportable and totally enclosed, with a minimum holding capacity sufficient to prevent delay of other work and capable of connecting multiple tanks in series. Holding tanks shall be able to accommodate temporary installation of submersible pumps. All tanks shall remain within the project limits until dewatering operations are no longer necessary as determined by the Engineer.

INSPECTION

The Contractor shall conduct a daily inspection of the dewatering equipment, when in use, and ensure that all components are functional and routinely maintained to prevent leakage before removal of suspended solids. If any component of the dewatering equipment is damaged so that the performance of the equipment is diminished below allowable operational levels, the dewatering operation shall be discontinued and the component shall be repaired or replaced with substitute equipment.

SPILL CONTINGENCY

The Contractor shall prepare and submit to the Engineer a contingency plan for the management of spills or leaks of any materials or wastes that may impact the water quality of the San Francisco Bay.

The spill contingency plan shall be incorporated within the SWPPP, as specified in "Water Pollution Control" of these special provisions.

The contingency plan shall include instructions and procedures for reporting spills, and a list of spill containment and collection materials and equipment to be maintained onsite. The contingency plan shall be reviewed and updated quarterly.

LIQUIDS, RESIDUES AND DEBRIS

The Contractor shall prevent the discharge of slurries, liquids, residues, or debris produced during the work to storm water facilities or surface waters of the State. The SWPPP shall, at a minimum, depict and describe the procedural and structural methods of detaining, collecting, and disposing of all slurries, liquids, residues, and debris associated with the operations. Sufficient redundancy shall be incorporated into the procedural and structural methods such that the slurries, liquids, residues, and debris are not conveyed into or become present in drainage systems, San Francisco Bay, or other water bodies.

PAYMENT

The contract lump sum price paid for non-storm water discharges shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in non-storm water discharges, complete in place, as shown on the plans, as specified in the Standard Specifications, and these special provisions, and as directed by the Engineer.

10-1.06 TEMPORARY COVER

Temporary cover shall be furnished, installed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these special provisions, and in conformance with details shown on the plans and these special provisions.

Temporary cover used to cover materials other than exposed soil shall not be allowed unless approved in advance by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions.

Temporary cover shall be one of the water pollution control practices for soil stabilization. The Storm Water Pollution Prevention Plan shall include the use of temporary cover.

MATERIALS

Temporary Cover Fabric

Temporary cover fabric shall be either a geomembrane (plastic sheeting) or a geotextile (engineering fabric) conforming to one of the following requirements:

- A. Geotextile shall be a woven, slit film fabric which is also known as woven tape. The fabric shall be non-biodegradable, resistant to deterioration by sunlight, and inert to most soil chemicals. Edges of the film fabric shall be selvedge or serge to prevent unraveling. The film fabric shall also conform to the following requirements:

Specification	Requirements
Grab tensile strength (25-mm grip), kilonewtons, min. ASTM Designation: D4632*	0.89
Elongation at break, percent min. ASTM Designation: D4632*	15
Toughness, kilonewtons, min. (percent elongation x grab tensile strength)	13.3
Permittivity, l/sec, max. (liters per minute per square meter) ASTM Designation: D 4491	0.08 (244)
Ultraviolet light stability, percent tensile strength retained after 500 hours, min. ASTM Designation: D 4355 (xenon arc lamp method)	70

* or appropriate test method for specific polymer

- B. Geomembrane shall consist of 0.25-mm thick, single-ply material in conformance with the requirements in ASTM Designation: D 5199.

Temporary cover fabric shall be manufactured from polyethylene or polypropylene, or comparable polymers. The polymer materials may be virgin, recycled, or a combination of virgin and recycled materials. The polymer materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance with the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Restrainers

Restrainers for securing the temporary cover fabric on slopes and stockpiles shall consist of one or a combination of the following:

- A. Gravel-filled bags used as restrainers shall be knotted, roped, and placed at a maximum of 2 m apart on the temporary cover fabric as shown on the plans. Gravel-filled bags shall be between 13 kg and 22 kg in mass, between 600 mm and 800 mm in length, and between 400 mm and 500 mm in width. Gravel bag fabric shall be non-woven polypropylene geotextile with a minimum unit weight of 270 g/m². The fabric shall have a minimum grab tensile strength (25-mm grip) of 0.89-kN in conformance with the requirements in ASTM Designation: D 4632, and an ultraviolet (UV) stability of 70 percent tensile strength retained after 500 hours in conformance to the requirements in ASTM Designation: D 4355, xenon arc lamp method. Gravel shall consist of non-cohesive material between 10 mm and 20 mm in diameter, free of clay balls, organic matter, and other deleterious material. The openings of filled gravel bags shall be secured to prevent escape of gravel.
- B. Restrainers consisting of a steel anchor with a wooden lath shall be fabricated and placed as shown on the plans. Wooden lath shall conform to the provisions in Section 20-2.12, "Lumber," of the Standard Specifications and shall be fir or pine, 38 mm x 89 mm in size, and 2.4 m in length. The wooden lath shall be secured to the temporary cover with steel anchors placed 1.2 m apart along the lath.

The Contractor may use an alternative restrainer if approved by the Engineer in writing. The Contractor shall submit details for an alternative restrainer to the Engineer prior to installation. The alternative restrainer shall be installed and maintained in conformance with these special provisions.

INSTALLATION

Temporary cover shall be installed as follows:

- A. Temporary cover fabric shall be placed and anchored as shown on the plans.
- B. Abutting edges of the temporary cover fabric shall overlap a minimum of 600 mm. Non-abutting edges shall be embedded in the soil a minimum of 150 mm.
- C. Restrainers shall be placed at the overlap area and along the toe of the slope. Restrainers outside the overlap areas shall be placed at a maximum spacing of 2.4 m.
- D. Steel anchors shall be installed to allow the leg of the steel anchor to pierce through the temporary cover fabric into the slope with the crown section securing the wooden lath firmly against the slope.

- E. Earthen berm, a linear sediment barrier, shall be constructed adjacent to the toe of the slope with a minimum height of 200 mm and a minimum width of 940 mm. The earthen berms shall be hand or mechanically compacted. Alternative linear sediment barrier may be used at the Contractor's expense if approved by the Engineer in writing .

If the Contractor removes the temporary cover in order to facilitate other work, the temporary cover shall be replaced and secured by the Contractor at the Contractor's expense.

When no longer required as determined by the Engineer, temporary cover shall become the property of the Contractor and be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbances, including holes and depressions, caused by the installation and removal of the temporary cover shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

The Contractor shall maintain the temporary cover throughout the contract to prevent displacement or migration of the material on the slope or stockpiled.

Temporary cover shall be maintained to minimize exposure of the protected area. Restrainers shall be relocated and secured as needed to restrain the temporary cover fabric in place. Temporary cover that breaks free shall be immediately secured. Holes, tears, and voids in the temporary cover fabric shall be patched, repaired, or replaced. When patches or repairs are unacceptable as determined by the Engineer, the temporary cover shall be replaced.

Temporary cover shall be repaired or replaced on the same day when the damage occurs. Damage to the temporary cover resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

MEASUREMENT AND PAYMENT

The quantity of temporary cover to be paid for will be measured by the square meter for the actual area covered.

The contract price paid per square meter for temporary cover shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary cover, complete in place, including trench excavation and backfill, maintenance, and removal of temporary cover, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of temporary cover required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to temporary cover.

10-1.07 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these special provisions, and in conformance with details shown on the plans and these special provisions.

Attention is directed to "Water Pollution Control" of these special provisions.

Temporary concrete washout facilities shall be one of the water pollution control practices for waste management and materials pollution control. Storm Water Pollution Prevention Plan shall include the use of temporary concrete washout facilities.

MATERIALS

Plastic Liner

Plastic liner shall be single ply, new polyethylene sheeting, a minimum of 0.25-mm thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liner shall not have seams or overlapping joints.

Gravel-filled Bags

Gravel bag fabric shall be non-woven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

Specification	Requirements
Mass per unit area, grams per square meter, min. ASTM Designation: D 5261	270
Grab tensile strength (25-mm grip), kilonewtons, min. ASTM Designation: D4632*	0.89
Ultraviolet stability, percent tensile strength retained after 500 hours, ASTM Designation: D4355, xenon arc lamp method	70

* or appropriate test method for specific polymer

Gravel bags shall be between 600 mm and 800 mm in length, and between 400 mm and 500 mm in width.

Yarn used for binding gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be between 10 mm and 20 mm in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials.

The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 13 kg and 22 kg in mass.

Straw Bales

Straw for straw bales shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications.

Straw bales shall be a minimum of 360 mm in width, 450 mm in height, 900 mm in length and shall have a minimum mass of 23 kg. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Baling wire shall be a minimum 1.57 mm in diameter. Nylon or polypropylene string shall be approximately 2 mm in diameter with 360 N of breaking strength.

Stakes

Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine, shall be cut from sound timber, and shall be straight and free from loose or unsound knots and other defects which would render them unfit for the purpose intended. Wood stakes shall be minimum 50 mm x 50 mm in size. Metal stakes may be used as an alternative, and shall be a minimum 13 mm in diameter. Stakes shall be a minimum 1.2 m in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for Engineer's approval prior to installation.

Staples

Staples shall be as shown on the plans. An alternative attachment device such as geotextile pins or plastic pegs may be used instead of staples. The Contractor shall submit a sample of the alternative attachment device for Engineer's approval prior to installation.

Signs

Wood posts for signs shall conform to the provisions in Section 56-2.02B, "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in Section 56-2.02D, "Sign Panel Fastening Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

INSTALLATION

Temporary concrete washout facilities shall be as follows:

- A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 15 m from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.

- B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 56-2.03, "Construction," and Section 56-2.04, "Sign Panel Installation," of the Standard Specifications.
- C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
- D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain liquid and concrete waste generated by washout operations for concrete wastes. These facilities shall be constructed to contain liquid and concrete waste without seepage, spillage or overflow.
- E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
- F. Plastic liner shall be installed in below grade temporary concrete washout facilities.

Details for an alternative temporary concrete washout facility shall be submitted to the Engineer for approval at least 7 days prior to installation.

When temporary concrete washout facilities are no longer required for the work, as determined by the Engineer, the hardened concrete and liquid residue shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Temporary concrete washout facilities shall become the property of the Contractor and be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 300 mm. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. Plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

Temporary concrete washout facility shall be repaired or replaced on the same day when the damage occurs. Damage to the temporary concrete washout facility resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

MEASUREMENT AND PAYMENT

The quantity of temporary concrete washout facility to be paid for will be measured as unit determined from actual count in place.

The contract unit price paid for temporary concrete washout facility shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary concrete washout facility, complete in place, including excavation and backfill, maintenance, and removal of temporary concrete washout facility, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of temporary concrete washout facility required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to temporary concrete washout facility.

10-1.08 COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall be responsible for coordinating with other contractors performing work within these contract limits. It is anticipated that work by other contractors working on the following contracts may be in progress adjacent to or within the limits of this project during progress of the work on this contract:

1. Contract No. 04-012024 constructing San Francisco-Oakland Bay Bridge structures, Route 80, in the City and County of San Francisco and Alameda County, between KP 1.6 (PM 1.0) and KP 1.6 (PM 1.0).

2. Contract No. 04-0120E4 constructing Piers E2 and T1 foundations of Main Span Bridge structures, in the City and County of San Francisco, on Route 80, at Yerba Buena Island at KP 13.4 (PM 8.3) and at KP 13.8 (PM 8.6).
3. Contract No. 04-0120R4 constructing temporary bypass structure, in the City and County of San Francisco, on Route 80, at Yerba Buena Island between KP 12.6 (PM 7.8) and KP 13.2 (PM 8.2).
4. Contract No. 04-0120P4 reconstructing YBI Structures in the City and County of San Francisco, on Route 80, at Yerba Buena Island, between KP 12.6 (PM 7.8) and KP 13.2 (PM 8.2).
5. Contract No. 04-014004 constructing maintenance buildings and maintenance roadway access and reconstructing ramps, on Route 80, between KP 1.6 (PM 1.0) and San Francisco-Oakland Toll Plaza at KP 3.7 (PM 2.3), in Alameda County.
6. Contract No. 04-0120F4 constructing Self-Anchored Suspension Bridge Superstructure, in the City and County of San Francisco, on Route 80, between Yerba Buena Island at KP 13.2 (PM 8.2) and the west end of Contract 04-012024 at KP 13.9 (PM 8.7)
7. Contract No. 04-0435V4 providing seismic retrofit by replacement, on Route 80 from west anchorage San Francisco-Oakland Bay Bridge at KP 7.9 (PM 4.9) to 5th Street On/Off-Ramps at KP 9.5 (PM 5.9), in the City and County of San Francisco.
8. Contract No. 04-0120L4 constructing San Francisco-Oakland Bay Bridge westbound approach structure and roadway and eastbound marine foundations on Route 80, between the east end of Contract 04-012024 at KP 1.6 (PM 1.0) and San Francisco-Oakland Toll Plaza at KP 3.2 (PM 2.0).
9. Contract No. 04-0120M4 constructing San Francisco-Oakland Bay Bridge eastbound approach structure and roadway on Route 80, between the east end of Contract 04-012024 at KP 1.6 (PM 1.0) and San Francisco-Oakland Toll Plaza at KP 3.2 (PM 2.0).
10. Contract 04-0120N4 construction the Oakland Touchdown electrical systems.
11. PG&E Contract relocating the existing 250-mm HP gas main (PG&E).

Progress schedules for the above contracts, when available, may be inspected by the Contractor, such progress schedules are tentative and no guarantee can be made by the State that such work will actually be performed as indicated by the schedules.

Furthermore, the Contractor shall be responsible for coordinating with other contractors, agencies or their authorized personnel or representative performing work in the vicinity of the contract.

10-1.09 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 and these special provisions, unless otherwise authorized in writing by the Engineer.

The second paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply.

10-1.10 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.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter or pipelines operating at pressures greater than 415 kPa (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

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

It is anticipated that the exiting 250-mm HP Gas main (PG&E) shown on the plans will be relocated by others, between June 1, 2006 and November 30, 2006.

The existing 2240-mm RCP sewer outfall (EBMUD) located on the Oakland-Mole, as shown on the plans, is subject to zero load, and will remain in service for the duration of the contract. No heavy construction equipment shall be allowed to cross the facility or to be within 2.5-meter from the facility without the written approval from EBMUD. The Contractor shall notify the Engineer, and EBMUD at (510) 287-1662, at least 10 working days before excavation work is begun.

Full compensation for protecting the existing 2240-mm RCP sewer outfall (EBMUD) shall be considered as included in the contract prices paid for various items of work and no separate payment will be made therefor.

The existing 12 kV electrical cable (Navy/SFPUC) located on Treasure Island, as shown on the plans, will remain in service for the duration of the contract, except otherwise specified in "Maintaining Existing and Temporary Electrical Systems," of these special provisions. The Contractor shall notify the Engineer and the San Francisco Public Utilities Commission (SFPUC) at (415)274-0333 at least 10 working days before excavation work is begun. The line shall be physically located in the presence of the authorized representative from the SFPUC.

Full compensation for protecting the 12 kV electrical cable (Navy/SFPUC) shall be considered as included in the contract prices paid for various items of work and no separate payment will be made therefor.

10-1.11 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications.

10-1.12 CONSTRUCTION SURVEYING

This work shall consist of construction surveying by the Contractor using Global Positioning System (GPS) surveying methods, including Static and Real-time kinematic (RTK) GPS, conventional total station and other surveying means to establish and control the lines and grades required for completion of the 25 kV submarine cable installation work as shown on the plans and in these special provisions specified in the Standard Specifications. Construction surveying shall include both vertical and horizontal alignment data of the 25 kV submarine cables from Treasure Island to Oakland Mole, as shown on the plans.

Except as otherwise provided herein for establishment of project horizontal and vertical control and right-of-way staking (on land only), by the Engineer, all other specifications, including the first two paragraphs of Section 5-1.07, "Lines and Grades," of the Standard Specifications, which require the establishment of lines and grades by the Engineer, shall not apply.

The Engineer will determine the horizontal and vertical survey control data to be used for the project and will provide survey control referenced to the California Coordinate System 1983 (1991.35), Zone 3 coordinates and NGVD 1929 at western end of the Oakland Mole and the eastern side of Yerba Buena Island. Attention is directed to the "Project Information," of these special provisions for the identification of project horizontal and vertical survey control data. The Contractor shall verify the accuracy of the control data prior to initiating construction surveying. The Engineer will also provide a control diagram for the monumentation. The Contractor's attention is directed to the third paragraph of Section 5-1.07, "Lines and Grades," of the Standard Specifications with regard to preserving control monuments furnished by the State.

Stake markings shall be in accordance with Chapter 12, "Construction Surveys," of the California Department of Transportation "Survey Manual."

The Contractor shall use GPS combined with software specifically designed for precise positioning of 25 kV submarine cables. The software shall provide a visual display on a computer screen that allows the viewer to see real-time, three-dimensional coordinates, attitude and orientation information with regard to a predetermined target position. The Contractor shall provide the Engineer access to the location where the computer monitor is located whenever the system is being used to maneuver and set the location of the 25 kV submarine cables into place. The software shall also have user-defined reporting functions for quality control and as-built reporting. The records of the GPS work shall be submitted to the Engineer on a weekly basis.

Before starting any construction survey work, the Contractor shall submit a Survey Plan to the Engineer. The Survey Plan shall include working drawings and supplements in conformance to "Working Drawings" of these special provisions.

The working drawing submittal shall include the following:

- A. Stake layout;
- B. Location of all control points;
- C. Datum information; and
- D. 25 kV submarine cables, both vertical and horizontal alignment data.

The supplement to the working drawing shall show the Contractor's proposed methods of construction surveying and a quality control plan for surveying, and shall include the following:

- A. A detailed narrative of the step-by-step surveying control process;
- B. A listing of the types of methods and the related item(s) to be constructed;
- C. Detailed calculation forms, and a set of calculation for each type of survey method, including sample input and output of computer programs;
- D. Identifications of all measuring equipment, procedures;
- E. Qualifications of personnel who will carry out construction surveying, and for the Land Surveyor of record; and
- F. Correlation between the data from geometry control for furnishing precast concrete segments and furnishing steel structures with data for erection and final line and grade.

Prior to submitting the Survey Plan, the Contractor and any entity performing surveying for this project shall hold a pre-survey meeting with the Engineer to the proposed procedures. The pre-survey meeting shall be held within the San Francisco Bay Area.

The Contractor shall allow 15 working days for the Engineer to review the Survey Plan after a complete plan has been submitted. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the Survey Plan. The Contractors shall allow 10 working days for the Engineer to review the revisions. No construction surveying shall began until the Engineer approves the written proposal.

The Contractor shall make the calculations necessary to establish the exact position of the work from the Project control points. Calculations, survey notes computer output, and other construction survey notes and records shall be neat, legible, and accurate. Copies of the survey calculations, notes and other records shall be submitted to the Engineer on a weekly basis.

The Survey Plan, and the calculations, survey notes and other records submitted to establish the exact position of the work shall be completed under the direction of and signed by a Land Surveyor who is licensed by the State of California.

The Contractor shall submit to the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for construction surveying. The schedule of values shall reflect the items, work, quantities and costs required to do the surveying required by these special provisions, including surveying for geometry control for the installation of the 25 kV submarine cables. The Contractor shall be responsible for the accuracy of the quantities and costs used in the schedule of values submitted for approval.

The sum of the amounts for the items and work listed in the schedule of values shall be equal to the contract lump sum price for construction surveying. Changes in the schedule of values, due to changes by the Contractor in the items and work listed, shall not result in a change in the contract lump sum price for construction surveying.

The schedule of values will be used only to determine progress payments for construction surveying during the progress of the work. No payment for construction surveying will be made until the schedule of values is approved in writing by the Engineer.

PAYMENT

The contract lump sum price paid for construction surveying shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the required survey work involved in installing the submarine cables, including surveying for lines and grades, and for geometry control as specified in the these special provisions, and as directed by the Engineer.

10-1.13 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" 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.

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

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

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall maintain a minimum of 3.6 m traveled way in each direction, on Caltrans maintenance access road, as shown on the plans, and allow others contractors and State forces to access to the project sites, and public utilities, East Bay Municipal Utility District (EBMUD), Pacific Gas and Electric, and PacBell, to access their facilities at the EBMUD outfall, at all times.

Full compensation for maintaining for the above access shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

No lane closures, shoulder closures, or other traffic restrictions on local streets on Treasure Island will be allowed on the day(s) of major event at Treasure Island.

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. Special days are: the third Monday in January, February 12th, March 31st, the second Monday in October, and any day on which a major event, as determined by the Engineer, is scheduled at Monster (Candlestick) Park, SBC Park, downtown San Francisco, Treasure Island, Networks Associates Coliseum, or downtown Oakland.

10-1.14 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", "Order of Work", and "Temporary Railing" of these special provisions.

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.

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 and Fitch 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 (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070
- B. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205
 - 1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
 - 2. Distributor (South): Statewide Safety & Sign, Inc., 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.

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.

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

10-1.15 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.

Underwater debris, within the project limits, at the bottom of the bay, has been mapped and is shown in "Phase I Archaeological Survey Report - Maritime Archaeology", and "Addendum Archaeological Survey Report - Maritime Archaeology." Said reports are included in "Project Information," of these special provisions, as "Information Handout" available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Full compensation for removal of underwater debris (shown in said report) that is in conflict with construction work shown shall be considered as included in the prices paid for 25 kV submarine cable, and no additional compensation will be allowed therefor.

RECONSTRUCT ROCK SLOPE PROTECTION

The work shall consist of removing, stockpiling and reconstruct rock slope protection Class 1T, Method B and shall be constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications, and these special provisions, as shown on the plans, and as directed by the Engineer.

Rock slope protection fabric shall be Geotextile Filter Fabric (nonwoven), and shall conform to "Geotextile Filter Fabric" of these special provisions.

Attention is directed to "Permeable Material (Rock Slope Protection Bedding," of these special provisions, regarding the requirement of Class 3 permeable material for the rock slope protection bedding.

MATERIALS

The rock slope materials shall be free from vegetable matter and other unsuitable material as determined by the Engineer.

MEASUREMENT AND PAYMENT

Reconstruct rock slope protection will be measured by cubic meter as designated in the Engineer's Estimate.

Quantity of rock slope protection to be paid by cubic meter will determined for the dimensions shown on the plans or the dimensions directed by the Engineer and rock protection placed in excess of these dimensions will not be paid for.

The contract price paid per cubic meter for reconstruct rock slope protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the rock slope protection, complete in place, including excavation for the placement of rock slope protection , and removing and stockpiling the existing rock slope protection, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.16 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.

Attention is directed to "Hazardous Material Excavation," of these special provisions.

Clearing and Grubbing operations shall result in no visible dust.

Attention is directed to "Order of Work," and "Species of Concern," of these special provisions.

Vegetation shall be cleared and grubbed only within 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.

Vegetable growth from clearing and grubbing operations may be disposed of in embankments in conformance with the provisions in "Earthwork" of these special provisions.

10-1.17 EARTHWORK

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

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

Reinforcement or metal attached to reinforced concrete rubble placed in embankments shall not protrude above the grading plane. Prior to placement within 0.6-m below the grading plane of embankments, reinforcement or metal shall be trimmed to no greater than 20 mm from the face of reinforced concrete rubble. Full compensation for trimming reinforcement or metal shall be considered as included in the contract prices paid per cubic meter for the types of excavation shown in the Engineer's estimate, or the contract prices paid for furnishing and placing imported borrow or embankment material, as the case may be, and no additional compensation will be allowed therefor.

HAZARDOUS MATERIAL EXCAVATION

Hazardous material excavation shall consist of excavating Class II material as shown on the plans, specified in the Standard Specifications and these special provisions, and as directed by the Engineer and stockpiling and disposing of the material as specified in this section. Class II material is expected to be encountered in excavations at the Oakland Mole location.

Excavated hazardous material shall be managed as follows:

Class II material – reused as backfill at the location it was removed if the material properties meet the specified requirements for backfill or dispersed uniformly near the area of disturbance.

Class II material shall be transferred directly from the excavation to a transport vehicle, a storage container, or a stockpile location approved by the Engineer. Stockpile locations for Class II material shall be maintained in conformance with the provisions in "Water Pollution Control" of these special provisions.

Hazardous material on exteriors of transport vehicles shall be removed and placed either into the current transport vehicle or the excavation prior to the vehicle leaving the loading area. No hazardous material shall be deposited on public roads. The Contractor shall clean up significant spillage during the transport of the hazardous material to the satisfaction of the appropriate administering agency.

The Contractor shall apply water to control dust at all times while performing clearing and grubbing and earthwork operations in work areas containing hazardous material. Water shall be applied in conformance with the provisions in Section 17, "Watering," of the Standard Specifications.

Attention is directed to "Hazardous Material, General" of these special provisions.

Sampling and Analysis

The Contractor shall test the material to be excavated for any additional acceptance requirements of the disposal facility. Sampling and analysis shall be performed using the sampling and analysis procedure approved by the Engineer and the disposal facility.

The Contractor may perform additional tests on the material to be excavated for confirmation of the classification as Class II material. Sampling and analysis shall be based on guidelines in USEPA, SW 846, "Test Methods for Evaluating Solid Waste, Volume II: Field Manual Physical/Chemical Methods." Changes in classification of materials will be handled in accordance with Section 4-1.03, "Changes," of the Standard Specifications.

The Contractor shall submit, for approval by the Engineer, a Sampling and Analysis Plan that describes the scope of the investigation, along with the name, address, and certification number of the testing laboratory, 15 working days prior to beginning any sampling or analysis for additional disposal facility requirements, reclassification of material, or characterization of material outside of the excavation pay limits shown on the plans. The Sampling and Analysis Plan shall be prepared under the guidance of a registered professional experienced in site characterization. The Engineer will make the final decision on reclassification or characterization of material after review of the test data. Ten working days shall be allowed for review of test data.

Operations shall be conducted in a manner that prevents increases in the quantities of Class II material resulting from mixing with material containing lower contaminant concentrations. No additional compensation will be made for material requiring reclassification due to failure to segregate the material after excavation.

PAYMENT

Full compensation for all excavation work involving loading, stockpiling, hauling, and disposing of Class II material, which is not otherwise designated by type or class, and is not otherwise paid for under separate contract items, shall be considered as included in the contract price paid for the items of work involved and no additional compensation will be allowed therefor.

10-1.18 PERMEABLE MATERIAL

Permeable material for the installation of rock slope protection shall be Class 3 permeable material, and shall be furnished and placed in according to the details shown on the plans, and as directed by the Engineer, and these special provisions.

Class 3 permeable material shall conform to the following grading requirements:

Grading Requirements	
Sieve Sizes	Percentage Passing
37.5-mm	100
25-mm	88-100
19-mm	52-85
9.5-mm	15-38
4.75-mm	0-16
2.36-mm	0-6

Class 3 permeable material shall have a Durability Index of not less than 40.

At least 90 percent by mass of Class 3 permeable material shall be crushed particles as determined by California Test 205.

Geotextile filter fabric for use with permeable material shall conform to the provisions in "Geotextile Filter Fabric," of these special provisions.

MEASUREMENT AND PAYMENT

Class 3 permeable material will be measured by the cubic meter. Quantities shall be determined from the dimensions shown on the plans.

Class 3 permeable material placed in excess of these dimensions will not be paid for.

The contract price paid per cubic meter for Class 3 permeable material shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying, hauling, and placing, complete in place, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

10-1.19 GEOTEXTILE FILTER FABRIC

Geotextile filter fabric shall be furnished and installed for the installation of Class 3 permeable bedding material, prior to the placement for rock slope protection, as shown on the plans, in conformance with these specifications, and as directed by the Engineer.

Geotextile filter fabric shall be manufactured from polyester or polypropylene.

Geotextile filter fabric shall be nonwoven and shall conform to the following:

A.

Property	Value	ASTM Test Designation
Minimum Grab Tensile Strength	1.1 kN	D4632
Minimum Elongation at Break	50%	D4632
Maximum Apparent Opening Size	0.21 mm	D4751
Minimum Permittivity	0.5 sec-1	D4491

- B. Geotextile rolls shall be furnished with suitable wrapping for protection against moisture, ultraviolet exposure and abrasion during shipping. Each roll shall be labeled or tagged to provide product identification sufficient for field identification as well as inventory and quality control purposes. Rolls shall be stored in a manner that protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover.
- C. The amount of geotextile placed shall be limited to that amount which can be covered with the specified material within 72 hours.
- D. Installation sites shall be prepared by clearing, grubbing and excavation or filling to the design grades. The surface upon which the geotextile filter fabric is to be placed should be graded smooth and be free of debris and large depressions.
- E. Geotextile fabric shall be handled and placed in accordance with the manufacturers recommendations and these specifications. The geotextile shall be laid transverse to the roadway alignment (i.e., geotextile roll or machine direction perpendicular to roadway centerline) and shall be placed loosely without folds. The ends of subsequent rolls and/or parallel rolls of geotextile should be overlapped a minimum of 300 mm prior to sewing. The fabric shall be stitched with a yarn of a contrasting color. The size and composition shall be as recommended by the fabric manufacturer. The stitches shall number 5 to 7 per 25 mm of seam. Lock type stitch shall be used.
- F. Vehicles or equipment shall not be driven directly on the geotextile fabric. A minimum of 200 mm cover shall be maintained between the compaction equipment and the fabric.
- G. The Contractor shall patch holes in the geotextile as directed by the Engineer. Repairs shall be performed by placing a new piece of fabric over the damaged area that extends beyond the damaged area in all directions a minimum overlap of 300 mm and heat bonding in place. If damage is greater than one square meter the damaged section shall be cut out and shall be replaced with a new piece of geotextile filter fabric material, in accordance to the fabric overlap and stitches requirement, as directed by the Engineer. Damage to the geotextile fabric resulting from the Contractors vehicles, equipment or operations shall be repaired at the Contractors expense.

MEASUREMENT AND PAYMENT

Geotextile filter fabric will be measured by square meters computed from the payment lines shown on the plans, excluding seam overlaps.

The contract price paid per square meter for geotextile filter fabric shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing the fabric, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 10-2. (BLANK)

SECTION 10-3. SUBMARINE CABLES AND ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

The work shall consist of furnishing and installing one 25 kV submarine cable buried below the bay floor at locations and depths as shown on the plans, between Oakland-Mole and Treasure Island, and shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" elsewhere in these special provisions regarding the pre-construction survey.

In general, work to be done under electrical facilities (Oakland-Mole and Treasure Island) shall consist of the following as shown on the plans and as specified in these special provisions:

- A. Oakland-Mole end:
 - 1. Install 2740 mm x 4570 mm x 2440 mm electrical vault, and cover.
 - 2. Install two 375 mm galvanized rigid steel pipe and associated fittings and hardware.
 - 3. Install two 155 mm PVC conduit concrete encased and associated fittings and hardware.
 - 4. Install and splice one submarine cable to the land cable.
- B. Bay: Install and bury one 25 kV submarine cable below the existing bay floor at depths shown on the plans.
- C. Treasure Island end:
 - 1. Install two 375 mm galvanized rigid steel pipes and associated fittings and hardware.
 - 2. Install and splice one submarine cable to the land cable.

10-3.02 ABBREVIATIONS

The following abbreviations are added to those listed in Section 1-1.02, "Abbreviations," of the Standard Specifications:

CSA	Canadian Standard Association
GFCI	Ground Fault Circuit Interrupters
ICEA	Insulated Cable Engineering Association
JIC	Joint Industry Conference
NEC	National Electric Code
NESC	National Electric Safety Code
O&M	Operation and Maintenance Manual

10-3.03 CODES AND STANDARDS

All work performed and material installed or furnished on this contract shall conform to Section 86-1.02, "Regulations and Code," and the following codes and standard to the modifications and additional requirements in these special provisions:

- A. California Administrative Code, Title 24, Part 3, "Basic Electrical Regulations."
- B. National Fire Protection Association Standards.

10-3.04 COST BREAK-DOWN

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

The cost breakdown shall include the following items in addition to those listed in the Standard Specifications:

- A. Furnish one each 25 kV submarine cable as shown on the plans with associated splices and terminations of three No. 750 kcmil, copper (Cu) conductors.
- B. Install one each 25 kV submarine cable as shown on the plans with associated splices and terminations of three No. 750 kcmil, copper (Cu) conductors.
- C. Furnish four each 375 mm galvanized rigid steel (GRS) pipes and associated fittings and hardware (two conduits at Oakland Mole and two conduits at Treasure Island).
- D. Install four each 375 mm galvanized rigid steel (GRS) pipes and associated fittings and hardware (two conduits at Oakland Mole and two conduits at Treasure Island).
- E. Furnish and install 2440 mm x 4420 mm x 1830 mm electrical vault with associated fittings and hardware, and cover.
- F. Furnish and install two 155 mm PVC conduits, concrete encased with associated fittings and hardware.
- G. Furnish and install 3#750 kcmil cable rated for 25 kV from new vault to existing vault as shown on the plans with associated splices and terminations to the existing 12 kV electrical cable in the existing vault.

10-3.05 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Existing 12 kV electrical cable, which is used by the Navy, is under the jurisdiction of San Francisco Public Utilities Commission (SFPUC). Existing service provided by the 12 kV cable to Treasure Island shall remain in service for the duration of this contract, and shall be as follows:

- A. Regardless of construction procedure, methods and equipment selected, the Contractor shall have all materials and equipment on the site for the installation of the SFPUC electrical system, disconnection of any existing or SFPUC generator will not be permitted until the new equipment has been tested and accepted by the Engineer.
- B. Before commencing the work, the Contractor shall submit in writing to the Engineer as description and detail schedule of the intended operation relative to keeping the SFPUC electrical system in continuous operation. Such schedule shall be part of the progress schedule, and shall be submitted to the Engineer, for approval, at least 15 days before commencing the work.

- C. To keep the SFPUC electrical system in continuous operation servicing Treasure Island, the existing 12 kV electrical cable, providing service to the Navy, shall be allowed to have two series of 10-hour shutdowns, each from 7:00 a.m. to 5:00 p.m., while the SFPUC will provide service to Treasure Island through the backup generator, which will be powered by SFPUC, at no cost to the Contractor, for a total of 20 hours.

Any shutdown of the existing 12 kV electrical cable, providing service to the Navy, in addition to the allowed two series of 10-hour shutdowns, shall be submitted in writing to the Engineer, for the SFPUC's approval, at least 15 days before commencing the anticipated work. The submittal shall include the shutdown schedule and duration. Costs to power the SFPUC backup generator shall be at the Contractor's expense. The Contractor shall pay the SFPUC at the rate of \$1,500 per hour, for cost of electrical energy to power the SFPUC backup generator operated by SFPUC, including, fuel, labor and other associated cost.

10-3.06 CONDUIT

The galvanized rigid steel (GRS) conduit, threaded couplings, and elbows for Type 1 conduit where shown on the plans shall conform to Section 86-2.05, "Conduit," of the Standard Specifications.

The polyvinyl chloride (PVC) conduit, threaded couplings, and elbows shall be Schedule 80.

Conduit to be installed underground shall be Type 1 and encased in concrete unless otherwise specified.

Conduit that 25 kV cables or conductors are not installed in shall be capped with a watertight seal at the vault.

Concrete for conduit encasement shall be Class 1 concrete with aggregate of 20 mm or smaller.

The concrete shall be pigmented by the addition of commercial quality cement pigment to the concrete mix. The red concrete pigment shall be LM Scofield Company; Orange Chromix Colorant; Davis Colors; or equal.

The concrete shall be colored red by adding 6 kg of red oxide powder to each cubic meter of mix. The coloring shall be thoroughly mixed into the concrete before pouring. Adequate spacers, tie-downs and bracing shall be provided to maintain conduits in place during the pouring of the concrete. Ducts shall be installed so as to drain to vault.

All conduits entering and leaving the vault shall be bonded together with copper bonding cable looped through the vault. All connections shall be made with suitable conductive thread compound. After installation all conduits shall be checked for continuity and cleaned properly. Cleaning of conduit shall be done by the use of mandrel and cleaning brushes pulled through each conduit. Prior to backfilling of the underground duct system, the Contractor shall provide a yellow (with black lettering) warning tape, 340 mm from the finished grade, stating "CAUTION-BURIED ELECTRICAL LINE "

Full compensation for providing Class 1 concrete casing, adding coloring, and providing and installing the yellow (with black lettering) warning tape "CAUTION-BURIED ELECTRICAL LINE" shall be considered as included in the contract lump sum price paid for one 25 kV submarine cables and electrical system and no additional compensation will be allowed therefor.

10-3.07 25 kV SUBMARINE CABLE

REFERENCES

- A. Association of Edison Illuminating Companies (AEIC) CS8-00, "Specification for Extruded Dielectric Shielded Power Cables rated 5 through 46 kV."
- B. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE):
 - 1. C2, "National Electrical Safety Code".
 - 2. 386, "Standard for Separable Insulated Connector Systems for Power Distribution Systems Above 600 V".
 - 3. 404, "Standard for Cable Joints for Use with Extruded Dielectric Cable Rated 5000 V Through 46,000 V and Cable Joints for Use with Laminated Dielectric Cable Rated 2500 V Through 500,000 V".
- C. American National Standards Institute/National Fire Protection Association (ANSI/NFPA) 70, "National Electrical Code."
- D. American Society of Testing and Materials (ASTM):
 - 1. B3, "Standard Specification for Soft or Annealed Copper Wire".
 - 2. B8, "Standard Specification for Concentric Lay Stranded Copper Conductors, Hard, Medium Hard, or Soft".
- E. Institute of Electrical and Electronics Engineers (IEEE):
 - 1. 48, "Standard Test Procedures and Requirements for High-Voltage Alternating-Current Cable Terminations".
 - 2. 592, "Standard for Exposed Semiconducting Shields on High Voltage Cable Joints and Separable Insulated Connectors".

F. Insulated Cable Engineers Association (ICEA):

1. S-93-639/NEMA WC74, "Shielded Power Cable 5-46 kV".
2. S-97-682, "Utility Shielded Power Cable rated 5-46 kV".
3. T-25-425, "Guide for Establishing Stability of Volume Resistivity for Conducting Polymeric Components of Power Cables".

G. Underwriters Laboratories, Inc. (UL) 1072, "Medium-Voltage Power Cables".

SUBMITTAL

Submittals for 25 kV submarine cable shall conform to the provisions in "Working Drawings" in these special provisions, except that an Engineer stamp and signature is not required.

WARRANTY

Submit manufacture's standard warranty to the Engineer.

CABLE

- A. SUBMARINE CABLE: Newly manufactured (not more than 12 months old) of soft copper not less than 97 percent conductivity, and the conductors with size, grade of insulation, voltage, and manufacture's name permanently marked on outer covering at not more than 610 mm intervals. Identify and mark conductors in accordance with NEC Article 310. The 25 kV shielded three conductors cable shall be rated 25 kV for of 90°C normal, 130°C emergency, and 250°C short circuit conditions as defined by ICEA S-93-639 (NEMA WC-74) and UL Standard 1072. The cables covered under this specifications shall be manufactured and tested in accordance with ASTM, NEMA, ANSI, IEEE, ICEA, ICRA, UL and AEIC CS8-00.
- B. CONDUCTOR: The conductor shall be compressed, Class B stranded copper and shall be in accordance with requirements of Part 2 of ANSI/ICEA S-93-639. The copper conductors shall consist of all bare strands or tin-coated strands in the layer in accordance with ASTM B3, B8, B33 and B496.
- C. CONDUCTOR SHIELD: The conductor shield shall be extruded, black colored semi-conducting thermosetting material in accordance with Part 3 of ANSI/ICEA S-93-639. The minimum point thickness shall be in accordance with ACEI CS-8.00.
- D. INSULATION: The insulation shall be a discharge resistant, Ethylene Propylene Rubber (EPR) or Tree Retardant TRXLPE (SUPER CLEAN XLPE) based compound in accordance with Part 4 of ANSI/ICEA S-93-639 and listed by Underwriters Laboratories. The minimum average thickness of the insulation shall be 8 mm or 133 percent insulation level at 25 kV.
- E. INSULATION SHIELD: The insulation shield shall consist of non-metallic extruded directly over the insulation and 0.12 mm copper. The non-metallic layer shall be black colored with properties conforming to the requirements of Part 5 of ANSI/ICEA S-93-639 and 15.2 of UL 1072 and thickness per Table 15.3 of UL 1072. The layer shall be free stripping from the EPR insulation.
- F. METALLIC SHIELD: The metallic shield shall consist of a 0.12 mm copper tape shall be helical applied with a 15 percent overlap directly over the non-metallic layer per Part 6 of ANSI/ICEA S-93-639.
- G. INDIVIDUAL JACKETS: The individual jackets shall be extruded black colored polyethylene material and thickness in accordance with UL 1072.
- H. CABLE ASSEMBLY: The cable assembly shall consist of three phase conductors cable in accordance with ANSI/ICEA S-93-693. The interstices shall be filled with suitable filler material to round the core. An overall binder tape shall be helically applied over the core.
- I. ARMORING: The armoring shall consist of a bedding of a double reverse layer of polypropylene per ICEA S-68-516 and layer of galvanized steel armor wire individually jacketed with high density polyethylene.
- J. BIOLOGICAL PROTECTION: The biological protection (torpedo worms) can be provided in the form of a 0.25 mm bronze tape helically applied over the core with 20 percent lap.

TESTING

Unless otherwise specified, manufacturer's testing procedures shall be followed and the following tests performed:

- A. Mooney Viscosity, Scorch Viscosity, and Specific Gravity of each batch of the EP insulation prior to extrusion.
- B. Volume Resistive of the nonmetallic shield.
- C. DC resistance of all insulated conductors and metallic shields.
- D. Dimensional Verification of all extruded layers.
- E. Absence of water in conductors and interfaces confirmed.

INSTALLATION

- A. The Contractor shall submit a detail installation procedure report for the submarine cable and pre-construction survey report to the Engineer for approval at least 30 days prior to the beginning of construction.
- B. Properly coat wires and cables with pulling compound recommended by cable manufacturer before pulling into conduits and prevent mechanical damage to conductors during installations.
- C. Lubricants not approved by the cable manufacturer shall not be used.
- D. Do not exceed pulling tension and sidewall pressures, as recommended by cable manufacturer.

CABLE ACCESSORIES

Splices and terminations for medium voltage cable accessories shall be of commercial quality and shall be recommended by the manufacturer of the 25 kV submarine cable.

The cable splicing-installer shall have certifications recommended in writing by the splice manufacturer and cable manufacturer, prior to doing any work. The Contractor shall provide the resume of the splicing-installer documenting experience and qualifications to the Engineer for approval.

Cable Terminations

The termination shall be IEEE 48, Class 1 latest edition, medium voltage cable terminations in kit form, capable of properly terminating cables specified in this section.

Terminations for single-conductor cables shall consist of heat-shrinkable radiation cross-linked high dielectric constant linear stress relief material and heat-shrinkable radiation cross-linked non-tracking outer insulation. Terminations shall contain a high relative permittivity electric stress relief mastic for insulation shield cutback treatment and heat activated sealant for environmental sealing.

In addition to the components described above, three-conductor kits shall contain heat shrinkable components to seal the cable jacket, phase conductors, ground wire and re-jacket phase and ground conductors.

Kits shall be factory engineered and shall accommodate any common form of cable shielding or construction without the need for special adaptors. Kits shall accommodate a wide range of cables sizes and be completely independent of cable manufacturer's tolerances. Kits shall accommodate commercially available standard connectors.

Cable Splices

The splices shall be IEEE - 404, cable splices in kit form, capable of property splicing cables specified in this section. Splice kits shall contain all necessary components to reconstruct primary cable insulation, metallic shielding and overall jacketed to the equivalent of the cable itself. The connector region shall be sealed with a stress relief mastic, that shall have been pressure tested in excess of 350 kPa, to prevent possible moisture migration out of the connector area. The outer insulating layer shall be bonded to a conducting layer for shielding. The splice shall be re-jacketed with a heavy-wall, heat-shrinkable sealant lined sleeve to provide a waterproof seal. Splice kit shall include an overall wraparound re-jacketing sleeve with an integrated aluminum-PET moisture barrier.

GROUNDING

- A. Cable insulation shielding must be effectively grounded.
- B. Sheaths and shields (except conductor shields) shall be effectively grounded.
- C. All conductive surfaces of termination (non-current carrying), must be effectively grounded, bonded or both.
- D. The ground wire is a bare copper wire used to connect equipment and conductor insulation shield to the ground. Use No. 2 AWG solid bare soft drawn copper.
- E. One 3.7 m ground electrode is installed as part of the enclosure installation.
- F. Use ground electrode at each vault location.
- G. Conductive material ducts (RSC) must be effectively grounded.
- H. In areas where ground rods cannot be driven, a 15 m loop of No. 2 bare copper wire set 0.5 m deep may be installed in lieu of the ground electrodes.

10-3.08 25 kV CABLE

The 25 kV cable on land shall be rated for 25 kV, 3#750 kcmil, 133 percent insulation rated power cable designed to operate at conductor temperatures of 90°C normal, 130°C emergency, and 250°C short circuit conditions as defined by ICEA S-93-639 (NAME WC-78) and (UL) Standard 1072. The cable shall be suitable for installations above or below grade, indoors or outdoors, and in wet or dry locations. The qualifying cable shall be (UL) labeled as MV-90, Sunlight Resistant and for cable tray (CT) use in accordance with UL Standard 1072.

Conductors

The conductors shall be compressed, Class B stranded copper and shall be in accordance with requirements of ICEA S-93-639. The copper conductors shall consist of all bare strands or tin-coated strands in the outer layer in conformance with the requirements in ASTM Designations: B 3, B 8 and B 33.

Conductor Shield

The conductor shielding shall consist of an extruded, black-colored, nonmetallic semi-conducting EPR thermosetting compound material in conformance with the provisions in Section 2.7 of ICEA S-93-639. The minimum average thickness shall be 0.5 mm.

Insulation

The insulation shall be a discharge resistant, ethylene propylene (EP) based compound and be listed by Underwriters Laboratories. The minimum average thickness of the insulation shall be 5.59 mm. The manufacturer shall perform the Insulation Corona Discharge Resistance Test (3.9.3.3 of ICEA S-93-639) tested in conformance with the requirements in ASTM Designation: D 2275-89, "Standard Test Method for Voltage Endurance of Solid Electrical insulating materials Subjected to Partial Discharges (Corona) on the Surface," and submit the results to the Engineer before acceptance of the cable.

Insulation Shielding

The insulation shielding shall consist of a nonmetallic semi-conducting EPR material extruded directly over the insulation and a 0.12-mm bare copper tape. The nonmetallic semi-conducting layer shall be black-colored with properties and thickness conforming to the requirements of Table 4a of ICEA S-68-516-93-639 and Tables 14.2 and 14.3 of UL-1072. The layer shall be free stripping from the EP insulation. The 0.12-mm bare copper tape shall be helical applied with a 15 percent overlap, directly over the nonmetallic layer.

Metallic Shield

The metallic shield shall be coated copper tape, helically applied with a minimum overlap of 12.5 percent, directly over the nonmetallic layer.

Overall Jacket

The overall jacket shall be extruded black-colored Polyvinyl Chloride (PVC) material with physical properties and thickness in accordance with Section 4.4.5 and Table 4-6 of ICEA S-93-639 and shall be surface printed as required by UL Standard 1072.

Production Testing

Unless otherwise specified, manufacturer's testing procedures shall be followed and the following tests performed:

- A. Mooney Viscosity, Scorch Viscosity, and Specific Gravity of each batch of the EP insulation prior to extrusion.
- B. Volume Resistive of the nonmetallic shield.
- C. DC resistance of all insulated conductors and metallic shields.
- D. Dimensional Verification of all extruded layers.
- E. Absence of water in conductors and interfaces confirmed.

Installation

The Contractor shall submit a detail installation procedure for the 25 kV, 3#750 kcmil cable to the Engineer for approval 30 days prior to the start of work and shall cover the following, as the minimum requirements, as recommended by the manufacturer:

- A. Additional (if any) cable splicing to meet pulling tension requirements.
- B. Properly coating of wires and cables with pulling compound before pulling into conduits to prevent mechanical damage to conductors during installations.
- C. Any substitute lubricants accompanied by a statement from conductor manufacturer as to its acceptable use with the conductors being installed.
- D. Procedures that will insure that maximum pulling tension and sidewall pressures are not exceed.
- E. Termination and splices that are weatherproof, stress cones type and for three conductors style.

Cable Accessories

Cable Terminations. The cable terminations shall be IEEE 48, Class 1, heat-shrinkable cable terminations in kit form, capable of property terminating cables specified in these special provisions.

Cable Splices. The splices shall be IEEE-404, heat-shrinkable cable splices in kit form, capable of property splicing cables specified in these special provisions. Splice kits shall contain all necessary components to reinstate primary cable insulation, metallic shielding and overall jacket to the equivalent of the cable itself. Splices shall be of a uniform cross-section and shall consist of heat-shrinkable radiation cross-linked insulation. The outer insulating layer shall be bonded to a conducting layer for shielding. The splice shall be re-jacketed with a heavy-wall, heat-shrinkable sealant lined sleeve to provide a waterproof.

Splices and terminations for medium voltage cable accessories shall be of commercial quality and shall be recommended by the manufacturer of the 25 kV cable.

The cable splicing-installer shall have certifications recommended in writing by the splice manufacturer and cable manufacturer, prior to doing any work. The Contractor shall provide the resume of the splicing-installer documenting experience and qualifications to the Engineer for approval.

10-3.09 25 kV VAULT AND COVER

The vault shall conform to all applicable NEC Article 370 (D). Covers shall be read "High Voltage" and be permanently marked and readily visible. Covers shall be stainless steel Type 304 or 316, with seams welded and ground smooth.

Pre-cast concrete vaults and covers shall be manufactured in a plant specially designed for the purpose and shall conform to the shapes and dimensions indicated on the plans.

Concrete for pre-cast vaults shall be 20,700 kPa minimum 28-day compressive strength concrete designed for AASHTO H-20 loading, and shall conform with the details shown on the plans.

GENERAL

- A. Monolithically poured concrete enclosure may be provided by the supplier, for any depth combination of body and extension, if enclosure is delivered and installed by the supplier.
- B. The Contractor shall check and prepare the jobsite before installation as follows:
 - 1. Make space available for the supplier's equipment and crane.
 - 2. Arrange for the removal of any overhead facilities that might prohibit the use of the supplier's equipment and crane.
 - 3. Provide the excavation in the proper location and of the correct size, depth, and alignment.
 - 4. Prepare the excavation with 152 mm of compacted 19 mm maximum Class 2 aggregate base. Provide for backfilling, compaction, and resurfacing.
- C. Mastic sealant is to be provided by the supplier for all concrete-to-concrete joints.
- D. When grade-adjustment bolts are used, the frame shall be grouted to the enclosure. When grade-adjustment bolts are not used (frame is sitting directly on concrete extension), grouting is required in full traffic applications. In incidental applications, grouting is recommended as a seal against backfill material and other debris. After grouting, the adjustment bolts are to be completely removed from the frame.
- E. Do not break out the bottom of the sump hole. The compacted rock base is for leveling the enclosure, not for drainage.
- F. The vault shall be equipped with conduit terminators. When entering these enclosures with conduit of a different diameter than terminator, use a swage reducer.
- G. Design Loads.-- Concrete enclosures shall be designed per the latest edition of ASTM C-857, "Minimum Structural Design Loading for Underground Pre-cast Concrete Utility Structures" and conform to the following:

1. Vertical Loads.-- (a) Incidental-traffic enclosures shall be designed for 3,600 kg (H-10). (b) Heavy full-vehicular-traffic enclosures shall be designed for 9,100 kg (H-20).
2. Lateral Backfill Load.-- Enclosures shall be designed per the latest edition ASTM C-857 for full-traffic application

H. Pulling Irons.-- Pulling irons shall be designed for 9,100 kg ultimate, with safety factor of two or 18,200 kg.

I. Lifting

1. All extensions shall be provided with 4-22 mm diameter, 2-6 mm minimum deep inserts with unified coarse thread, Class 2A threads.
2. Boxes shall be lifted using pulling irons in the floor.

J. Marking

1. All covers shall be marked "High Voltage".
2. All concrete parts shall be permanently identified as to manufacturer on the inside and outside surface.
3. All concrete parts shall have weight stenciled on the outside surface.

K. All covers shall have high coefficient of friction (0.65 or better), slip-resistant surface.

Full compensation for excavation and backfill, and providing Class 2 aggregate base at the bottom of the precast-concrete vault as shown on the plan shall be considered as included in the contract lump sum price paid for one 25 kV submarine cable and electrical system and no separate payment will be made therefor.

10-3.10 CORE CONCRETE

Coring concrete shall consist of coring holes through reinforced concrete vaults as shown on the plans and in conformance with these special provisions.

After the conduit is placed in the cored hole, the hole shall be filled with mortar. Mortar shall conform to the provisions in Section 51-1.135, "Mortar," of the Standard Specifications.

The holes shall be cored by methods that will not shatter or damage the concrete adjacent to the holes.

Water for core drilling operations shall be from the local domestic water supply or shall not contain more than 1000 parts per million of chlorides as Cl, nor more than 1300 parts per million of sulfates as SO₄, nor shall the water contain any impurities in a sufficient amount that would cause discoloration of the concrete or produce etching of the surface.

Water from core drilling operations shall not be permitted to fall on public traffic, to flow into gutters or other drainage facilities or to enter the bay waters.

Full compensation for coring concrete, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in coring the holes, including control of water from core drilling, and filling cored hole with mortar, as shown on the plans, as specified in these special provisions, and as directed by the Engineer, shall be considered as included in the contract lump sum price paid for one 25 kV submarine cables and electrical system and no additional compensation will be allowed therefor.

10-3.11 MISCELLANEOUS METAL

Miscellaneous metal shall consist of clamps, clamps fasteners, support channels and fittings, threaded conduit extensions, couplings, partitions, and other metal products required to connect, separate, or fasten cable, conduit or other equipment in conformance with these special provisions. Unless otherwise specified in these special provisions, miscellaneous metals shall be accordance with Section 75, "Miscellaneous Metal," of the standard specifications.

Other items may be standard commercial products specifically manufactured for the use in electrical installations and shall be galvanized in manner consistent with the intended application.

Full compensation for miscellaneous metal shall be considered as included in the contract lump sum prices paid for one 25 kV submarine cables and electrical system and no additional compensation will be allowed therefor.

10-3.12 PAYMENT

The contract lump sum price paid for one 25 kV submarine cables and electrical system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of the one 25 kV submarine cables and electrical system, complete in place, including furnishing and installing, modifying, or removing the systems, combinations or units thereof, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for performing the pre-construction survey along the alignment of the 25 kV submarine cable and submitting the report of the pre-construction survey, and detail installation procedure report for the submarine cable shall be considered as included in the contract lump sum price paid for one 25 kV submarine cables and electrical system and no additional compensation will be allowed therefor.