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STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

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**NOTICE TO CONTRACTORS  
INSTRUCTIONS TO BIDDERS  
GENERAL CONDITIONS  
AND  
SPECIAL PROVISIONS  
FOR BUILDING CONSTRUCTION IN  
MONTEREY COUNTY NEAR GORDA  
AT THE WILLOW SPRINGS MAINTENANCE STATION**

CONTRACT NO. 05-0M7804

05-Mon-1-5722

Bids Open: September 11, 2007  
Dated: August 13, 2007

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# IMPORTANT SPECIAL NOTICES

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

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DEPARTMENT OF TRANSPORTATION

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**NOTICE TO CONTRACTORS**

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**CONTRACT NO. 05-0M7804**

**05-Mon-1-5722**

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR BUILDING CONSTRUCTION IN MONTEREY COUNTY NEAR GORDA AT THE WILLOW SPRINGS MAINTENANCE STATION**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on September 11, 2007, at which time they will be publicly opened and read in Room 0100 at the same address.

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

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR BUILDING CONSTRUCTION IN MONTEREY COUNTY NEAR GORDA AT THE WILLOW SPRINGS MAINTENANCE STATION**

General work description: Replace generators & install air pollution control equipment.

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

No prebid meeting is scheduled for this project.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or 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 State Small Business Preference, Non-Small Business Subcontractor Preference, and California Company Reciprocal Preference.

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

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

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

Contract No. 05-0M7804

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated August 13, 2007

LLS

Contract No. 05-0M7804

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

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

June 2007

*Issued by*

DEPARTMENT OF TRANSPORTATION



Contract No. 05-0M7804

**INSTRUCTIONS TO BIDDERS**  
**SECTION 1**  
**PROPOSAL REQUIREMENTS AND CONDITIONS**

**1-1.01 GENERAL**

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

These instructions form a part of the contract documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1-1.055 STATE EMPLOYEES AND DESIGN ENGINEERS MAY NOT BID ON CONSTRUCTION CONTRACTS**

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

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

#### **1-1.06 PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING**

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

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

#### **1-1.07 PROPOSAL GUARANTY**

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

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

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

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

### **1-1.08 COMPLIANCE WITH ORDERS OF THE NATIONAL LABOR RELATIONS BOARD**

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

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

### **1-1.09 WITHDRAWAL OF PROPOSALS**

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

### **1-1.10 PUBLIC OPENING OF PROPOSALS**

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

### **1-1.11 REJECTION OF PROPOSALS**

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

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

### **1-1.12 COMPETITIVE BIDDING**

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

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

### **1-1.13 RELIEF OF BIDDERS**

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

### **1-1.14 INELIGIBILITY TO CONTRACT**

Public Contract Code Section 10285.1 provides as follows:

Any State agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a subcontractor at any tier upon the contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any

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public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. A State agency may determine the eligibility of any person to enter into a contract under this article by requiring the person to submit a statement under penalty of perjury declaring that neither the person nor any subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this section within the preceding three years.

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

## **SECTION 2**

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

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

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

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

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

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

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

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

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

#### **2-1.04 EXECUTION OF CONTRACT**

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

#### **2-1.05 FAILURE TO EXECUTE CONTRACT**

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein within 8 days, not including Saturdays, Sundays and legal holidays, after that bidder has received the contract for execution shall be just cause for the forfeiture of the bidder's security. The successful bidder may file with the Department a written notice, signed by the bidder or 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 hereinbefore prescribed.

**GENERAL CONDITIONS**  
**SECTION 1**  
**DEFINITIONS AND TERMS**

**1-1.01 GENERAL**

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

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

**1-1.02 ACCEPTANCE**

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

**1-1.03 ADDENDUM**

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

**1-1.04 BIDDER**

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

**1-1.05 CONTRACT**

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

**1-1.06 CONTRACTOR**

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

**1-1.07 DAYS**

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

**1-1.08 DEPARTMENT**

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

**1-1.09 DIRECTOR**

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

**1-1.10 ENGINEER**

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

**1-1.11 GENERAL NOTES**

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

**1-1.12 LABORATORY**

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

**1-1.13 LEGAL HOLIDAYS**

Those days designated as State holidays in the Government Code.

**1-1.14 LIQUIDATED DAMAGES**

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

**1-1.15 PLANS**

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

**1-1.16 PREMISES**

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

**1-1.17 PROPOSAL**

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

**1-1.18 PROPOSAL FORM**

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

**1-1.19 PROPOSAL GUARANTY**

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

**1-1.20 SPECIAL PROVISIONS**

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

**1-1.21 STATE**

The State of California.

**1-1.22 STATE CONTRACT ACT**

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

### 1-1.23 WORK

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

### 1-1.24 WORKING DAY

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

### 1-1.25 WORK SITE

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

### 1-1.26 ABBREVIATIONS

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

TCA	Tile Council of America
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters' Laboratory
UPC	Uniform Plumbing Code
WCLB	Grade Stamp for WCLIB
WCLIB	West Coast Lumber Inspection Bureau (Grade Stamped WCLB)
WIC	Woodwork Institute of California
WWPA	Western Wood Products' Association

### Units of Measurement

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

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

## SECTION 2

### CONTROL AND SCOPE OF THE WORK

#### 2-1.01 AUTHORITY OF ENGINEER

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and special provisions; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final, and the Engineer shall have authority to enforce and make effective those decisions and orders which the Contractor fails to carry out promptly.

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

The intent of the plans and special provisions is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in conformance with the terms of the contract. Where the plans or special provisions describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

### **2-1.03 COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS**

These General Conditions, the plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

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

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

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

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

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

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

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

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

#### **Shop Drawings**

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

#### **Descriptive Data**

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

## **Samples**

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

## **Alternatives**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2-1.07 SUPERINTENDENCE**

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

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

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

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

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

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

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

### **2-1.09 INSPECTION**

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

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

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

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

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

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

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

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

Prior to preparing a cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine the merit of the cost reduction proposal. Items of discussion will also include permit

issues, impact on other projects, impact on the project schedule, peer reviews, and review times required by the Department and other agencies.

Cost reduction proposals shall contain the following information:

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

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

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

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

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

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

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

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

The Department expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Department when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted that proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to that Contractor prior to submission of the accepted cost reduction proposal and as to which the cost reduction proposal is also submitted and

accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section 2-1.11 if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Department. Subject to the provisions contained herein, the State or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

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

## **SECTION 3**

### **CHANGES IN THE WORK**

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

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

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

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

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

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

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

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

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

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

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

Changes in the work of a kind where the cost of the work cannot be determined until completed, may be authorized by the Engineer in writing. The written order shall state that it is issued pursuant to this Section 3-1.01B. Upon receipt of a

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written order from the Engineer, the Contractor shall proceed with the ordered work and the contract price will be adjusted in conformance with the provisions in Section 3-1.01D, "Failure to Agree to the Cost of Changes," of these General Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 4**  
**CONTROL OF MATERIALS**

**4-1.01 MATERIALS**

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

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

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

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

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

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

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

**4-1.02 PRODUCT AND REFERENCE STANDARDS**

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

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

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

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

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

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

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

Whenever a specification, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the State's right to inspect. When material which cannot be identified with specific test reports is

proposed for use, the Engineer may, at his discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in conformance with the referenced specification and furnished by the Contractor at his expense. The number of samples and test specimens shall be entirely at the discretion of the Engineer.

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

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

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

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

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

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

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

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

## **SECTION 5**

### **LEGAL RELATIONS AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

### **NONDISCRIMINATION CLAUSE**

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

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

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

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

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

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

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

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

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

1. The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
4. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing

rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Department. These moneys shall be retained by the Department pending the final decision of an enforcement action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **5-1.01I Workers' Compensation**

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work

shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been accepted.

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

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

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

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

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

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

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

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

The Contractor shall also conform to the following provisions:

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

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

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

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

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

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

The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

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

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

- The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 2-1.035, "Insurance Policies," and Section 5-1.031, "Indemnification," and Section 5-1.032, "Insurance," of this Section 5-1.03.

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

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

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

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

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

- With respect to third-party claims against the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).
- Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

**5-1.032 Insurance**

**5-1.032A General**

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

**5-1.032B Casualty Insurance**

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

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

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

- In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.
- In accordance with Labor Code Section 1861, the Contractor shall submit to the Department the following certification before performing the work:

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

- Contract execution constitutes certification submittal.
- The Contractor shall provide Employer's Liability Insurance in amounts not less than:
  1. \$1 000 000 for each accident for bodily injury by accident
  2. \$1 000 000 policy limit for bodily injury by disease
  3. \$1 000 000 for each employee for bodily injury by disease
- If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

**5-1.032D Liability Insurance**

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

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

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

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

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

Total Bid	For Each Occurrence <sup>1</sup>	Aggregate for Products/Completed Operation	General Aggregate <sup>2</sup>	Umbrella or Excess Liability <sup>3</sup>
≤\$1 000 000	\$1 000 000	\$2 000 000	\$2 000 000	\$5 000 000
>\$1 000 000				
≤\$5 000 000	\$1 000 000	\$2 000 000	\$2 000 000	\$10 000 000
>\$5 000 000				
≤\$25 000 000	\$2 000 000	\$2 000 000	\$4 000 000	\$15 000 000
>\$25 000 000	\$2 000 000	\$2 000 000	\$4 000 000	\$25 000 000
1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.				

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

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

- 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;
- 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
- To the extent prohibited by Insurance Code Section 11580.04

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

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

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

**5-1.032E Automobile Liability Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5-1.12 COOPERATION**

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

## **SECTION 6**

### **PROSECUTION AND PROGRESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6-1.08 LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

## **6-1.09 TERMINATION**

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

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

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

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

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

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

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

- (3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:
  - (a) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination.  
When in the opinion of the Engineer the cost of the work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the plans and special provisions and the excessive actual cost shall be disallowed.
  - (b) A reasonable allowance for profit on the cost of work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor

would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.

- (c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Engineer.
- (d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

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

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

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

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

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

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

## **SECTION 7**

### **ACCEPTANCE AND PAYMENT**

#### **7-1.01 ACCEPTANCE**

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

#### **7-1.02 SCOPE OF PAYMENT**

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

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

#### **7-1.03 Notice of Potential Claim**

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have given the Engineer due written notice of potential claim as hereinafter specified.

Compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 2-1.045, "Differing Site Conditions," or Section 6-1.08, "Liquidated Damages," or Section 5-1.06, "Responsibility for Utilities," of these General Conditions.

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

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

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that those matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that the Contractor shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

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

#### **7-1.04 STOP NOTICES**

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

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

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

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

The Department shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and not incorporated in the work as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the Department may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this Section 7-1.05, to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the Contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety shall be submitted to the Disbursing Officer of the Department; the signature of the person executing the approval for the surety shall be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the Department.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No

monthly estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in conformance with the provisions of the contract.

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

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

#### **7-1.06 PAYMENT OF WITHHELD FUNDS**

Attention is directed to Section 7-1.05, "Partial Payments," of these General Conditions and in particular to the retention provisions of Section 7-1.05, of these General Conditions.

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

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

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

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

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

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

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

After acceptance of the work by the Director, the Department will make a final monthly payment pending approval of the final statement. The final monthly payment will be the balance found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the contract, and such further amounts as the Engineer determined to be necessary pending approval of the final statement. The Engineer will promptly submit to the Contractor a final statement of the sum due the Contractor under the contract. The statement shall take into account the contract price, as adjusted by any change order; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the contract. The Contractor shall submit written approval of the final statement or submit a written statement of all 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 final statement of the sum due the Contractor. 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 the close of business of the next business day. The approval of that statement or the failure to file a claim within the specified 30 day period shall constitute a waiver by the Contractor of any additional right to compensation under or by reason of the contract and the payment so made by the State shall thereupon become a complete statement between the State and the Contractor.

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

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

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

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

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

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

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

Dated \_\_\_\_\_

/s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day

of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

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

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

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

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

Upon final determination of the claims, the Engineer will then make and issue the Engineer's final statement in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final statement shall be

conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Section 7-1.08, "Clerical Errors," of these General Conditions.

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

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

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

The Contractor hereby unconditionally guarantees that the mechanical and electrical equipment and related components in the building work will be done in conformance with the requirements of the contract, and further guarantees the same to be and remain free of defects in workmanship and materials for a period of 6 months from the date of acceptance of the contract. The Contractor hereby agrees to repair or replace any and all mechanical and electrical equipment and related components in the building work that may prove to be not in conformance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Department, ordinary wear and tear and unusual abuse or neglect excepted.

A portion of the performance bond for the contract in a sum equal to one half the value of the mechanical and electrical equipment and related components in the building work, shall remain in full force and effect during the guarantee period. The value of those mechanical and electrical equipment and related components shall be the value determined in conformance with the requirements specified in Section 6-1.05, "Schedule of Values" of the General Conditions.

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

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

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

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

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

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

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**SPECIAL PROVISIONS**

**Annexed to Contract No. 05-0M7804**

**DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS**

**0.1 INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

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

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

**0.2 PROPOSAL REQUIREMENTS AND CONDITIONS**

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

The bidder shall complete the "List of Subcontractors" form in the Proposal and Contract book, listing the name, address, and portion of work to be performed by each subcontractor listed. In addition to the subcontractors required to be listed in conformance Section 1-1.05, "Required Listing of Proposed Subcontractors," of the Instructions to Bidders, the bidder shall list on this form each first tier Disabled Veteran Business Enterprise subcontractor to be used for credit in meeting the goal. A first tier subcontractor is one to whom the bidder proposes to directly subcontract portions of the work. The Bidder's Bond form mentioned in the last paragraph in Section 1-1.07, "Proposal Guaranty," of the Instructions to Bidders will be found following the signature page of the Proposal.

In 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.

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

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

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

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

1. "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and DVBE Services, Department of General Services.

2. DVBEs must be certified on the date bids for the project are opened before credit may be allowed toward the DVBE goal. It is the Contractor's responsibility to verify that DVBEs are certified.
3. The disabled veteran business owner must be domiciled in the State of California.
4. A DVBE may participate as a prime contractor, as a subcontractor, as a joint venture partner with a prime or subcontractor, or as a vendor of material or supplies.
5. The DVBE must perform a commercially useful function, that is, be responsible for the execution of a distinct element of the work and carry out its responsibility by actually performing, managing, or supervising the work. An extra participant will not be considered to perform a commercially useful function.
6. Credit for DVBE prime contractors will be 100 percent of the contract price.
7. Credit for participation of a DVBE subcontractor, supplier, or broker will be 100 percent provided such DVBE is performing a commercially useful function.
8. A DVBE broker shall submit the required declarations and federal tax returns at the time of performance.

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

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

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

A DVBE joint venture partner must be responsible for specific contract items of work, or portions thereof. The DVBE joint venture partner must share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The DVBE joint venture must submit the joint venture agreement with the Caltrans Bidder DVBE Information form required in Division 0.22, "Submission of DVBE Information," elsewhere in these special provisions.

#### **0.215 DVBE GOAL FOR THIS PROJECT**

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

#### **0.22 SUBMISSION OF DVBE INFORMATION**

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

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

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

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

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

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

1. Contact was made with the Office of Small Business and DVBE Services, Department of General Services or their web site at <http://www.pd.dgs.ca.gov/smbus/default.htm> to identify Disabled Veteran Business Enterprises.

2. Advertising was published in trade media and media focusing on Disabled Veteran Business Enterprises, unless time limits imposed by the Department do not permit that advertising.
3. Invitations to bid were submitted to potential Disabled Veteran Business Enterprise contractors.
4. Available Disabled Veteran Business Enterprises were considered.

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

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

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

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

#### **0.231 SMALL BUSINESS PREFERENCE**

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

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

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

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

### **0.24 CALIFORNIA COMPANY PREFERENCE**

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

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

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

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

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

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

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

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

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

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

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

The contract shall be signed by the successful bidder and returned, together with the contract bonds and the insurance documents mentioned above within 10 business days of receiving the contract for execution.

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the 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. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

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

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

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

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

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

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

The Small Business preference will be a reduction in the bid submitted by the Small Business Contractor, for bid comparison purposes, by an amount equal to 5 percent of the amount bid by the apparent low bidder, the amount not to exceed \$50,000. If this reduction results in the Small Business Contractor becoming the low bidder, or in a precise tie with a

non-small business apparent low bidder, then the contract will be awarded to the Small Business Contractor on the basis of the actual bid of the Small Business Contractor notwithstanding the reduced bid price used for bid comparison purposes.

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

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

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

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

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

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

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

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

The work shall be diligently prosecuted to completion before the expiration of **90 WORKING DAYS**.

The Contractor shall pay to the State of California the sum of \$1600 per day for each day's delay in finishing the work in excess of the number of working days specified above.

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

##### **0.510 DEFINITIONS AND TERMS**

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

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

Day on the calendar except Saturday or holiday.

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

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

###### **1-1.114 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."

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

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

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Section 1, "Definitions and Terms," of the General Conditions is amended by deleting the following section:

### **1-1.13 LEGAL HOLIDAYS**

Section 1-1.21, "State" of Section 1, "Definitions and Terms," of the General Conditions is amended to read:

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

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

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

CMC	California Mechanical Code
CPC	California Plumbing Code
NPCA	National Precast Concrete Association
AREMA	American Railway Engineering and Maintenance-of-Way Association

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

AREA	American Railway Engineering Association
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### **0.531 INSURANCE POLICIES**

Section 2, "Award and Execution of Contract," of the Instructions to Bidders is amended by adding the following section after Section 2 -1.03, "Contract Bonds":

#### **2-1.035 INSURANCE POLICIES**

The successful bidder shall submit:

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

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

### **0.532 EXECUTION OF CONTRACT**

Section 2-1.04, "Execution of Contract," of the Instructions to Bidders is amended to read:

#### **2-1.04 EXECUTION OF CONTRACT**

The contract shall be signed by the successful bidder and returned, together with the contract bonds and the documents identified in Section 2-1.035, "Insurance Policies," within 10 business days of receiving the contract for execution.

#### **0.533 FAILURE TO EXECUTE CONTRACT**

Section 2-1.05, "Failure to Execute Contract," of the Instructions to Bidders is amended to read:

#### **2-1.05 FAILURE TO EXECUTE CONTRACT**

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 2-1.04, "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.

#### **0.551 EXCAVATION SAFETY PLANS**

Attention is directed to the provisions in Section 2-1.04 , "Shop Drawings, Descriptive Data, Samples, and Alternatives," of the General Conditions. The following subsection is added:

##### **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 5-1.01F, "Trench Safety."

#### **0.552 FINAL INSPECTION**

Section 2, "Control and Scope of the Work," of the General Conditions is amended by adding:

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

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

#### **0.553 COST REDUCTION INCENTIVE**

Attention is directed to the provisions in Section 2-1.11, "Cost Reduction Incentive," of the General Conditions. The following paragraph is added:

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

#### **0.561 SAMPLING AND TESTING OF MATERIALS**

Attention is directed to the provisions in Section 4-1.03, "Sampling and Testing of Materials," of the General Conditions. The following paragraphs are added:

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

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.

#### **0.571 WORKERS' COMPENSATION**

Section 5-1.01I, "Workers' Compensation," of the General Conditions is amended to read:

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

#### **0.572 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

Section 5, "Legal Relations and Responsibilities," of the General Conditions is amended by adding:

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

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

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

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

#### **0.573 SOLID WASTE DISPOSAL AND RECYCLING REPORT**

Section 5, "Legal Relations and Responsibilities," of the General Conditions is amended by adding:

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

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

Annually by the fifteenth day of January, the Contractor shall complete and certify Form CEM-4401, "Solid Waste Disposal and Recycling Report," which quantifies solid waste generated by the work performed and disposed of in

landfills or recycled during the previous calendar year. The amount and type of solid waste disposed of or recycled shall be reported in either tons or cubic feet. The Contractor shall also complete and certify Form CEM-4401 within 5 days following contract acceptance.

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

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

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

#### **0.574 ARCHAEOLOGICAL DISCOVERIES**

Section 5, "Legal Relations and Responsibilities," of the General Conditions is amended by adding:

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

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

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

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

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

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

Prehistoric Native American archaeological materials include:

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

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer. Archaeological materials found during construction are the property of

the State. Do not resume work within the 60-foot radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, you will be compensated for resulting losses and an extension of time will be granted.

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

### **0.581 SUBCONTRACTING**

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

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

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

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

The DVBEs listed by the Contractor in response to the provisions in Division 0.22, "Submission of DVBE Information," and Division 0.3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DVBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

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

The provisions in Division 0.21, "Disabled Veteran Business Enterprise (DVBE)," of these special provisions that DVBEs shall be certified on the date bids are opened does not apply to substitutions after award of the contract.

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

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

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

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

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

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

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

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

## **0.591 NOTICE OF POTENTIAL CLAIM**

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

### **7-1.03 NOTICE OF POTENTIAL CLAIM**

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

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

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

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

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

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

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

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

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

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

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

Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update information in items 3 and 4 above as soon as the change is recognized and submit this information to the Engineer.

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

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

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

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

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

Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or

retentions, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 3-1.01D, "Failure to Agree to the Cost of Changes," and protests of the weekly statement of working days as provided in Section 6-1.07, "Time of Completion." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.

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

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

#### **0.593 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Section 7, "Acceptance and Payments," of the General Conditions is amended by adding:

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

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

#### **0.594 PAYMENT OF WITHHELD FUNDS**

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

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.

#### **0.597 FINAL PAYMENT AND CLAIMS**

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

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

After acceptance 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 Section 7-1.08, "Clerical Errors."

If the Contractor within the specified period of 30 days files claims, the Engineer will issue a semifinal estimate in conformance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will

pay the sum found to be due. The semifinal estimate and corresponding payment shall be conclusive and binding against both parties to the contract on each question relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Section 7-1.08, "Clerical Errors."

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(company)

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

Dated \_\_\_\_\_

/s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day

of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission

Expires \_\_\_\_\_

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

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

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

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

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

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

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

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

## **0.598 INTEREST ON PAYMENTS**

Section 7, "Acceptance and Payments," of the General Conditions is amended by adding:

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

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

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

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

## **0.599 GUARANTEE**

Section 7-1.09, "Guarantee," of the General Conditions is amended to read:

### **7-1.09 GUARANTEE**

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

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

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

## **DIVISION 1. GENERAL REQUIREMENTS**

### **1.01 SCOPE**

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

The building work to be done consists, in general, of replacing generators, furnishing and installing automatic paralleling switchboard, photo voltaic system, including related mechanical and electrical work and such other items or details, not mentioned above, that are required by the plans, General Conditions, or these special provisions shall be performed, placed, constructed or installed at the Willow Springs Maintenance Station.

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

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

### **1.03 COOPERATION**

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

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

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

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

### **1.04 MEASUREMENT AND PAYMENT**

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

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

### **1.05 SUBMITTALS**

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

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

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

Submittals shall be delivered to the locations indicated in these special provisions. If a specific location is not indicated, the submittal shall be delivered to the Division of Structure Design, Documents Unit, Fourth Floor, Mail Station 9-4/4I, 1801

30th Street, Sacramento, California 95816, telephone (916) 227-8252, or the submittals shall be mailed to the Division of Structure Design, Documents Unit, Mail Station 9-4/4I, P. O. Box 942874, Sacramento, California 94274-0001.

### **1.06 SCHEDULE OF VALUES**

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

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

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

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

### **1.07 OBSTRUCTIONS**

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

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

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

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

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

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

### **1.08 PRESERVATION OF PROPERTY**

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

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

## 1.09 WATER POLLUTION CONTROL

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

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

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

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

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

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

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

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

- 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 7-1.05, "Partial Payments," of the General Conditions.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

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

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

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

Within 10 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached

as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

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

The WPCP shall incorporate control measures in the following categories:

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

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

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

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

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

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

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

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

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

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

Throughout the rainy season, the active, soil-disturbed area of the project site shall be not more than 0.1 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control

materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

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

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

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

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

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

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

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

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

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

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

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

#### **1.10 TEMPORARY UTILITIES**

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

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

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

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

#### **1.11 SANITARY FACILITIES**

State sanitary facilities will not be available for use by the Contractor's employees. Tools shall not be cleaned nor shall cleaning liquids be disposed of in State sanitary facilities or sewers.

#### **1.12 REFERENCES**

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

#### **1.13 PROJECT INFORMATION**

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

Cross sections are not available for this project.

#### **1.14 PROJECT RECORD DRAWINGS**

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

All markings shall be placed on the project record drawings using red ink or red pencil. Original figures shall not be eradicated nor written over and superseded material shall be neatly lined out. Additional drawings shall be submitted if the required information cannot be clearly shown on the original set of project plans. The additional drawings shall be not less than 279 mm x 432 mm in size and shall have the contract number on each sheet. The Contractor shall sign and date each sheet of the project record drawings to verify that all as-constructed information shown on the drawings is correct.

The Contractor shall periodically review the set of project record drawings with the Engineer during the progress of the work to assure that all changes and other required information are being recorded.

Before completion of the work, the Contractor shall request a review of the project record drawings to determine the completeness and adequacy of them. If the project record drawings are unacceptable, the Contractor shall inspect, measure, and survey the project as necessary to record the required additional information.

The set of completed project record drawings shall be delivered to the Engineer prior to acceptance of the contract.

#### **1.15 ORDER OF WORK.-**

The first order of work shall be to submit and obtain approval of the required submittals as specified under "Submittals" of these special provisions.

The second order of work shall be to order the materials and equipment required, after the submittals have been approved. All materials and equipment required to do the work shall be on hand before starting the work.

The Contractor, at his own expense, shall install a temporary 50 KW minimum portable engine generator to provide temporary electrical power required for the operation of the Maintenance station, (including well pump, fuel island lighting and fuel pumps) and all Residences at all times, unless approved in writing by the Engineer.

Power shut-off and switch-over to and from the temporary source, shall be done within a 4-hour time period. The Contractor shall notify the Engineer in writing 5 days prior to power shut-off.

The temporary engine generator shall be remain on-line until all 3 new engine generators and Photovoltaic system are installed, tested and approved by the Engineer.

## DIVISION 2. SITEWORK

### 2.01 REMOVING PORTIONS OF EXISTING FACILITIES

#### PART 1.- GENERAL

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

#### PART 2.- PRODUCTS (Not applicable)

#### PART 3.- EXECUTION

##### PREPARATION.--

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

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

##### REMOVAL.--

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

Assemblies to be salvaged which require dismantling for removal shall be matchmarked before dismantling.

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

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

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

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

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

##### DISPOSAL.--

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

##### SALVAGE.--

**General.--**Materials or equipment shown on the plans to be salvaged shall remain the property of the State and shall be removed, cleaned and stockpiled at a location at the project site designated by the Engineer.

## **2.02 RELOCATING MATERIALS AND EQUIPMENT**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of relocating existing materials and equipment in accordance with the details shown on the plans and these special provisions.

### **PART 2.- PRODUCTS (Not applicable)**

### **PART 3.- EXECUTION**

#### **RELOCATION.--**

**General.--**Materials or equipment to be relocated shall be removed carefully to avoid damage to the materials or equipment or to the materials or equipment which are to remain. Assemblies to be relocated which require dismantling for removal shall be matchmarked before dismantling.

The Contractor shall notify the Engineer prior to the relocation work in order that the materials or equipment may be inspected for existing damage.

Materials or equipment to be relocated shall have all adhering concrete, mastics, earth or other deleterious materials removed and shall have all exterior surfaces cleaned.

Materials or equipment which are damaged by the Contractor's operations shall be replaced or restored to match the condition of the materials or equipment prior to the beginning of the Contractor's operations. Replacement or restoration of damaged materials or equipment shall be at the Contractor's expense.

Connections, anchorages and fasteners for relocated materials and equipment shall match existing and shall be furnished and installed by the Contractor. Assemblies which have been dismantled shall be reassembled to match the existing installation. Relocated materials and equipment shall be installed as required for new work.

Modifications to wiring and plumbing to accommodate relocated items shall be as shown on the plans. Ends of piping and conduits to be abandoned shall be capped.

Surfaces that are exposed to view upon removal or relocation of materials or equipment shall be patched. Bumps shall be removed and depressions filled, and the surface finished to match the existing surfaces. Depressions in concrete less than 25 mm deep shall be deepened to 25 mm minimum depth before filling with cement mortar.

#### **DISPOSAL.--**

**General.--**Material from existing facilities to be reused in the work, in the opinion of the Engineer, is unsuitable for use shall become the property of the Contractor and disposed of away from the premises. Such disposal shall conform to the laws, rules, and regulations of all agencies having jurisdiction at the disposal site. The unsuitable material shall be replaced as ordered by the Engineer and will be paid for as provided in Section 3, "Changes in the Work," of the General Conditions.

## **2.03 EARTHWORK FOR BUILDING WORK**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

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

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

#### **QUALITY ASSURANCE.--**

**Samples.--**Samples of sand, pea gravel, or crushed stone, weighing not less than 11 kg, shall be submitted to the Engineer at the jobsite for approval.

#### **SITE CONDITIONS.--**

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

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

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

### **PART 2.- PRODUCTS**

#### **BACKFILL MATERIALS.--**

##### **Structure backfill.--**

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

##### **Sand.--**

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

##### **Pea gravel (naturally rounded).--**

Pea gravel (naturally rounded) shall be clean, washed, dry density of not less than 1522  $\text{kg/m}^3$ , free from clay or organic material and shall conform to the following grading as determined by California Test 202:

Sieve or Screen Size	Percentage Passing
19 mm	100
13 mm	90-100
9.5 mm	40-70
4.75 mm	0-15
2.36 mm	0-3

Pea gravel shall conform to the following requirements:

Test	California Test No.	Test Requirements
Durability Index	229	35 Min.

**Crushed stone.--**

Crushed stone shall be clean, washed, dry density of not less than 1522 kg/m<sup>3</sup>, crushed stone or crushed gravel with an angular particle size not less than 3 mm or more than 13 mm.

Sieve or Screen Size	Percentage Passing
13 mm	100
9.5 mm	85-100
4.75 mm	10-30
2.36 mm	0-3

Crushed stone shall conform to the following requirements:

Test	California Test No.	Test Requirements
Durability Index	229	35 Min.

**PART 3.- EXECUTION**

**PREPARATION & RESTORATION.--**

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

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

**STRUCTURE EXCAVATION.--**

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

**Footing excavation.--**The bottom of excavations shall not be disturbed. The contractor shall excavate by hand to the final grade. The bottom of concrete footings shall be poured against undisturbed material. Unless otherwise noted, compaction of the bottom of footing excavation is not required unless the material is disturbed. The footing depths shown on the plans shall be changed to suit field conditions when directed by the Engineer. Solid rock at or near required depths shall not be disturbed. Unsuitable material shall be excavated down to firm bearing as directed by the Engineer. Work and materials required because of excavation in excess of the depths shown on the plans, when such excavation has been ordered by the Engineer, will be paid for as an ordered change in accordance with the requirements in Section 3, "Changes in the Work," of the General Conditions.

Excavate to the elevations and dimensions within a tolerance of  $\pm 12$  mm. Limits of the excavation shall allow for adequate working space for installing materials and as required for safety of personnel. Such working space excavation shall be replaced in kind and compacted at the Contractor's expense.

Overdepth excavation for footings shall be backfilled with concrete or such other material recommended by the Contractor and approved by the Engineer. Relative compaction shall be not less than 95 percent.

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

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

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

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

### **STRUCTURE BACKFILLING.--**

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

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

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

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

Unless otherwise shown on the plans, pipe under roads, with less than 0.75 m of cover over the top of pipe, shall be backfilled with concrete to a level 100 mm above the top of pipe. Concrete for backfill shall be commercial quality concrete containing not less than  $350 \text{ kg/m}^3$  of cement.

## **COMPACTION.--**

**General.--**Relative compaction shall be determined in accordance with California Test 216 or 231. Unless otherwise noted below, all backfill shall be compacted to a minimum relative compaction of 90 percent. Unless approved in writing by the Engineer, compaction by jetting or ponding will not be permitted.

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

**Subgrade preparation.--**Preparation of subgrade material for placing aggregate base, surfacing, or slabs thereon shall include fine grading, compaction, reworking as necessary. The upper 150 mm of the subgrade shall have the same compaction as the fill to be placed over it.

The prism of backfill directly underneath the building foundation and sloping downward at 1:1 shall be compacted to 95 percent.

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

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

## **DISPOSAL.--**

**Surplus material.--**Surplus material from the excavation shall be disposed of away from the premises.

## **FIELD QUALITY CONTROL.--**

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

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

## **DIVISION 3. CONCRETE AND REINFORCEMENT**

### **3.01 CAST-IN-PLACE CONCRETE**

#### **PART 1.- GENERAL**

#### **SUMMARY.--**

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

#### **SUBMITTALS.--**

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

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

## **QUALITY ASSURANCE.--**

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

## **PART 2.- PRODUCTS**

### **CONCRETE MIXES.--**

#### **Concrete (minor work).--**

Commercial quality concrete for photo voltaic array support pads shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 300 kg/m<sup>3</sup> of cement; 0 to 50 mm penetration, inclusive, as determined by California Test 533.

### **CONCRETE MATERIALS.--**

#### **Cement.--**

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

#### **Aggregates.--**

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

#### **Admixtures.--**

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

#### **Coloring for concrete.--**

Coloring for portland cement concrete shall be chemically inert, fade resistant mineral oxide or synthetic type.

### **FORM MATERIALS.--**

#### **Forms for exposed finish concrete.--**

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

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

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

#### **Forms for unexposed finish concrete.--**

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

**Form ties.--**

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

**Form oil.--**

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

**REINFORCING MATERIALS.--****Bar reinforcement.--**

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

**Welded wire fabric.--**

Welded wire fabric shall conform to ASTM Designation: A 185.

**Bar supports.--**

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

**EPOXY.--**

**General.--**Epoxy shall be furnished as 2 components which shall be mixed together at the site of the work.

**Epoxy resin adhesive.--**

Epoxy resin adhesive shall conform to State of California Specification No. 8040-21M-08 or other epoxy suitable for bonding new concrete to old.

**Epoxy mortars.--**

Epoxy mortar and epoxy mortar surface treatment shall consist of a commercial quality, trowelable mixture consisting of epoxy and sand. Epoxy shall have a pull-off strength of not less than 6895 MPa and a 90-percent cure in 24 hours. Epoxy shall be of the type that requires no primer as a bonding agent.

**Sand.--**

Sand for use in epoxy mortars shall be clean and shall have a moisture content of not more than 0.50-percent when tested in accordance with California Test 226.

Sand for epoxy mortar surface treatment shall be graded such that 100-percent passes the 150 µm sieve.

**RELATED MATERIALS.--****Anchor bolts, nuts, and washers.--**

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

Headed anchor bolts shall conform to ASTM Designation: A 307.

Threaded rods shall conform to ASTM Designation: A 572.

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

Washers for anchor bolts shall be commercial quality.

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

**Expansion joint material.--**

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

**Mortar.--**

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

**Curing compound.--**

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

**ADMIXTURES.--**

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

Calcium chloride shall not be used in any concrete.

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

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

Mineral admixtures may be used to replace up to 15 percent of Type II portland cement provided the weight of mineral admixture used is not less than the weight of cement replaced. Mineral admixtures shall not be used to replace Type IP (MS) Modified or Type III cements. Chemical admixtures may be used to reduce up to 5 percent of the portland cement except that the cement content shall not be less than 300 kg/m<sup>3</sup>. When both chemical and mineral admixtures are used with Type II cement, the weight of cement replaced by mineral admixture may be considered as cement in determining the resulting cement content.

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

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

When air-entrainment is specified or is ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce concrete having the specified or ordered air content as determined by California Test 504. If the Contractor uses air-entrainment for his own convenience, the average air content shall not exceed 4 percent and no single test shall exceed 5 1/2 percent.

Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers shall have sufficient capacity to measure at one time the total quantity required for each batch. If more than one liquid admixture is used in the concrete, a separate measuring unit shall be provided for each liquid admixture and dispensing shall be such that the admixtures are not mixed at high concentrations. When air-entraining admixtures are used with other liquid admixtures, the air-entraining admixtures shall be the first to be incorporated into the mix. Unless liquid admixtures are added to premeasured water for the batch, they shall be discharged to flow into the stream of water so that the admixtures are well dispersed throughout the batch.

**BAR REINFORCING STEEL.--**

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

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

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

### **MIXING AND TRANSPORTING CONCRETE.--**

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

The temperature of mixed concrete, immediately before placing, shall be not less than 10°C nor more than 32°C.

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

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

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

### **PART 3.- EXECUTION**

#### **PREPARATION.--**

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

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

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

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

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

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

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

Forms shall not be stripped until at least 40 hours after placing concrete, except soffit forms and supports shall not be released or removed until at least 10 days after placing concrete.

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

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

Bar reinforcement conforming to ASTM Designation: A 615/A 615M, Grade 60 [420], or A 706//A 706M shall be lapped at least 45 diameters.

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

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

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

Within areas where epoxy-coated reinforcement is required, tie wire and bar chairs or other metallic devices used to secure or support the reinforcement shall be plastic-coated or epoxy-coated to prevent corrosion of the devices or damage to the coated reinforcement.

### **PLACING CONCRETE.--**

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

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

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

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

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

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

### **FINISHING CONCRETE SURFACES.--**

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

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

The application of cement dust coat will not be permitted.

Steel trowel finish and broom finish will not be required for slabs to receive exposed aggregate finish nor for slabs to be covered with ceramic tile.

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

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

### **CURING CONCRETE.--**

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

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

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

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

Concrete support and leveling pads may be cured with a curing compound.

## **PROTECTING CONCRETE.--**

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

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

Vehicles, equipment, or concentrated loads weighing more than 140 kg individually and material stockpiles weighing more than 240 kg/m<sup>2</sup> will not be permitted on the concrete within 10 calendar days after placing.

**Epoxy resin adhesive.--**Epoxy resin adhesive shall be applied to concrete surfaces shown on the plans. Epoxy resin adhesive shall be mixed and applied in accordance with the manufacturer's recommendations.

**Epoxy mortars.--**Epoxy for use as a binder in epoxy mortars shall be thoroughly mixed together before the aggregate is added, and unless otherwise specified, the mix proportions shall consist of one part binder to approximately 4 parts of aggregate, by volume.

All surfaces against which epoxy mortars are to be applied shall be free of rust, paint, grease, asphalt, and loose or deleterious material.

## **DIVISION 4. (BLANK)**

## **DIVISION 5. METALS**

### **5.01 BUILDING MISCELLANEOUS METAL**

#### **PART 1.- GENERAL**

**Scope.--**This work shall consist of fabricating, furnishing and installing building miscellaneous metal in accordance with the details shown on the plans and these special provisions.

Building miscellaneous metal shall consist of the following:

Photovoltaic array framing

including all anchors, fastenings, hardware, accessories and other supplementary parts necessary to complete the work.

#### **REFERENCES.--**

**Codes and standards.--**Welding of steel shall be in accordance with American Welding Society (AWS) D 1.1, "Structural Welding Code-Steel" and D 1.3, "Structural Welding Code-Sheet Steel."

#### **SUBMITTALS.--**

**Product data.--**Submit manufacturer's specifications, anchor details and installation instructions for products used in miscellaneous metal fabrications.

**Shop drawings.--**Shop drawings of fabricated items shall be submitted for approval.

#### **QUALITY ASSURANCE.--**

**Shop assembly.--**Preassemble items in shop to the greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark all units for reassembly and installation.

**Inspection and tests.--**Materials and fabrication procedures shall be subject to inspection and tests by the Engineer, in mill, shop and field. Such tests will not relieve the Contractor of responsibility of providing materials and fabrication procedures in compliance with specified requirements.

## **PART 2.- PRODUCTS**

### **MATERIALS.--**

#### **Steel bars, plates and hot-rolled shapes.--**

Steel bars, plates and hot-rolled shapes shall conform to ASTM Designation: A 36/A 36M.

#### **Galvanized sheet steel.--**

Galvanized sheet steel shall conform to ASTM Designation: A 653/A 653M, Grade 33 [230]. Galvanizing shall be G60 [Z180].

#### **Pipe.--**

Pipe shall be commercial quality standard steel pipe.

#### **Steel tubing.--**

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

#### **Bolts, studs, threaded rods, nuts and washers.--**

Bolts, studs, threaded rods, and nuts for general application shall conform to ASTM Designation: A 307. Washers shall be commercial quality.

#### **Fittings.--**

Brackets, bolt, threaded studs, nuts, washers, and other fittings for railings and handrailings shall be commercial quality pipe and fittings.

#### **Expansion anchors.--**

Expansion anchors shall be ICBO approved for the purpose intended, integral stud type anchor or internally threaded type with independent stud, hex nut and washer.

#### **Powder driven anchors.--**

Powder driven anchors shall be plated, spring steel alloy drive pin or threaded stud type anchors for use in concrete or steel. Spring steel shall conform to ASTM Designation: A 227M, Class 1. The diameter, length and type of shank and the number and type of washer shall be as recommended by the manufacturer for the types and thickness of material being anchored or fastened.

#### **Resin capsule anchors.--**

Stud anchors for resin capsule anchors shall conform to ASTM Designation: A 307 threaded steel rod with hex nut and washer and sealed glass capsule or cartridge containing an adhesive composed of unsaturated polyester resin and benzol peroxide coated quartz sand. Resin capsule shall be Hilti; Molly; or equal.

#### **Mortar.--**

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

## **FABRICATION.--**

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

Miscellaneous metal shall be clean and free from loose mill scale, flake rust and rust pitting, and shall be well formed and finished to shape and size with sharp lines and angles. Bends from shearing or punching shall be straightened.

The thickness of metal and details of assembly and support shall give ample strength and stiffness.

Built-up parts shall be true to line and without sharp bends, twists and kinks. Exposed ends and edges of metal shall be milled or ground smooth, with corners slightly rounded.

Joints exposed to the weather shall be made up to exclude water.

**Galvanizing.--**Items indicated on the plans to be galvanized shall be hot-dip galvanized after fabrication. The weight of galvanized coating shall be at least 460 grams per square meter of surface area, except drainage grates shall have at least 610 grams per square meter of surface area.

**Painting.--**Building miscellaneous metal items not galvanized shall be cleaned and prime painted prior to erection in accordance with the requirements specified for steel and other ferrous metals under "Painting" in Division 9, "Finishes," of these special provisions.

**Loose bearing and leveling plates.--**Loose bearing and leveling plates shall be furnished for steel items bearing on masonry or concrete construction, made flat, free from warps or twists, and of required thickness and bearing area. Plates shall be drilled to receive anchor bolts. Galvanize after fabrication.

## **PART 3.- EXECUTION**

### **GENERAL.--**

**Anchorage.--**Anchorage devices and fasteners shall be provided for securing miscellaneous metal in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws and other connectors.

Cutting, drilling and fitting shall be performed as required for installation of miscellaneous metal fabrications. Work is to set accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.

**Loose leveling and bearing plates.--**Plates shall be set on wedges or other adjustable devices. Anchor bolts shall be wrench tightened after the plates have been positioned and plumbed. Mortar shall be packed solidly between bearing surfaces and plates to ensure that no voids remain.

Resin capsule anchors shall not to be used for anchoring railings and handrailings.

**Powder driven anchors.--**Powder driven anchors shall be installed with low velocity powder actuated equipment in accordance with the manufacturer's instructions and State and Federal OSHA regulations.

**Resin capsule anchors.--**Resin capsule anchors shall be installed in accordance with the manufacturer's instructions.

### **DAMAGED SURFACES.--**

**General.--**Galvanized surfaces that are abraded or damaged at any time after the application of the zinc coating shall be repaired by thoroughly wire brushing the damaged areas and removing all loose and cracked coating, after which the clean areas shall be painted with 2 applications of unthinned zinc-rich primer (organic vehicle type). Aerosol cans shall not be used.

**DIVISION 6. (BLANK)**

**DIVISION 7. (BLANK)**

**DIVISION 8. (BLANK)**

**DIVISION 9. (BLANK)**

**DIVISION 10. SPECIALTIES**

**10.01 FIRE EXTINGUISHERS AND CABINETS**

**PART 1 - GENERAL**

**SUMMARY**

Scope: This work shall consist of furnishing and installing fire extinguishers with mounting brackets in accordance with the details shown on the plans and these special provisions.

**REFERENCES**

Fire Extinguishers shall conform to the requirements in California Code of Regulations, Title 19 Division 1, Chapter 3, "Portable Fire Extinguishers."

**SUBMITTALS**

Product Data: Manufacturer's descriptive data and installation instructions shall be submitted for approval.

**QUALITY ASSURANCE**

Codes and Standards: Fire extinguishers shall be Underwriters Laboratories or Factory Mutual Laboratories approved for the type, rating and classification of extinguisher specified.

**PART 2 - PRODUCTS**

**MANUFACTURER'S**

Acceptable Manufacturers: Subject to contract compliance, manufacturers shall be J. L. Industries; Larsen's Manufacturing; Potter-Roemer; or equal.

**COMPONENTS**

Fire Extinguisher: Fire extinguisher shall be fully charged, multi-purpose dry chemical type, with charge indicator, hose and nozzle, and attached service record tag. Fire extinguisher shall be of the capacity and type rating shown on the plans.

Mounting Bracket: Mounting bracket shall be the manufacturer's standard painted, surface mounted type.

## **PART 3 - EXECUTION**

### **INSTALLATION**

Fire extinguishers shall be installed in locations and at mounting heights shown on the plans, or if not shown, at a height of 48 inches from the finished floor to the top of the fire extinguisher.

Fire extinguisher mounting brackets shall be attached to structure, square and plumb, in accordance with the manufacturer's recommendations.

### **IDENTIFICATION**

Bracket-mounted: Extinguishers shall be identified with red letter decals spelling "FIRE EXTINGUISHER" applied to wall surface. Letter size, style and location as selected by the Engineer.

### **SERVICING**

Fire extinguishers shall be serviced, charged, and tagged not more than 5 days prior to contract acceptance.

**DIVISION 11. (BLANK)**

**DIVISION 12. (BLANK)**

**DIVISION 13. (BLANK)**

**DIVISION 14. (BLANK)**

**DIVISION 15. MECHANICAL**

## **15.01 MECHANICAL WORK**

### **GENERAL.—**

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

Mechanical work shall include furnishing all labor, materials, equipment and services required for providing ventilating, and plumbing systems.

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

System layouts are generally diagrammatic and location of equipment is approximate. Exact routing of pipes, ducts, etc., and location of equipment is to be governed by structural conditions and obstructions. Equipment requiring maintenance and inspection is to be readily accessible.

Wall penetrations shall be flashed and sealed watertight.

### **SUBMITTALS.--**

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

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein. Control and wiring diagrams, rough-in dimensions for plumbing fixtures, and component layout shall be included where applicable.

Manufacturer's descriptive data shall be submitted for the following:

Engine generator accessories, including ductwork and supports.

#### **QUALITY ASSURANCE.--**

**Codes and standards.--**Mechanical work, including equipment, materials and installation, shall conform to the CBC,CMC, and to the California Code of Regulations, Title 8, Chapter 4, Division of Industrial Safety (DIS).

#### **WARRANTY.--**

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

#### **SYSTEM IDENTIFICATION.--**

**Piping, ducts, valves and equipment.--**Identification of piping, ducts, valves and equipment shall be as shown on the plans or these special provisions.

For piping systems, indicate the fluid conveyed or its abbreviation; either by preprinted markers or stenciled markings, and include arrows to show the direction of flow. Colors shall comply with ANSI Standard: A13.1.

### **15.02 PIPE, FITTINGS AND VALVES**

#### **PART 1.- GENERAL**

##### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing pipes, fittings and valves in accordance with the details shown on the plans and these special provisions. Pipe, fittings and valves shall include such plumbing and piping accessories and appurtenances, not mentioned, that are required for the proper installation and operation of the plumbing and piping systems.

The pipe sizes shown on the plans are nominal pipe size. No change in the pipe size shown on the plans shall be permitted without written permission from the Engineer.

The pipe and fitting classes and material descriptions shall be as specified herein. No change in class or description shall be permitted without written permission from the Engineer.

##### **QUALITY ASSURANCE.—**

**Codes and standards.--**Pipe, fittings and valves shall be installed in accordance with the requirements in the latest Uniform Plumbing Code, the manufacturer's recommendations and the requirements specified herein.

#### **PART 2.- PRODUCTS**

##### **MATERIALS.—**

##### **Diesel fuel piping.--**

Diesel fuel piping shall be schedule 40 black steel pipe conforming to ASTM Designation: A53, with 1040 kPa black screwed fittings and couplings.

**Unions (for steel pipe).--**

Unions (for steel pipe) shall be 1730 kPa, threaded malleable iron, ground joint, brass to iron seat, black to match piping.

**Ball valve.--**

Ball valve shall be two piece, minimum 2760 kPa WOG, bronze body and chrome plated or brass ball with full size port, suitable for use with No. 2 Diesel fuel.

**Construction channel.--**

Construction channel shall be channel type and shall be 41 mm x 41 mm, 2.66 mm galvanized steel with 13 mm diameter bolt holes, 40 mm on center in the base of the channel. Double channel shall be pre-manufactured back-to-back style. Clamps shall be two-piece bolted with rubber isolator between pipe and clamp. Floor base, where required, shall be supplied by the channel manufacturer. Pipe supports shall be Unistrut; Kin-Line, or equal.

**PART 3.- EXECUTION****INSTALLATION.--**

**Installing piping.--** Piping shall be installed generally level, free of traps and bends, and arranged to conform to the building requirements.

Piping shall be installed parallel to walls. All obstructions shall be cleared, headroom preserved and openings and passageways kept clear whether shown or not. Piping shall not interfere with other work.

Where pipes pass through exterior walls, a clear space around pipe shall be provided. Space shall be caulked water tight with silicone caulk.

Piping and tubing for hydronic heating shall be installed in accordance with the requirements specified under "Hydronic Heating System," elsewhere in this Division 15.

**Cutting pipe.--**All pipe shall be cut straight and true and the ends shall be reamed to the full inside diameter of the pipe after cutting.

**Damaged pipe.--**Pipe that is cracked, bent or otherwise damaged shall be removed from the work.

**Pipe joints and connections.--**Joints in threaded steel pipe shall be made with teflon tape or a pipe joint compound that is suitable for diesel fuel and is nonhardening and noncorrosive, placed on the pipe and not in the fittings.

The use of thread cement or caulking on threaded joints will not be permitted. Threaded joints shall be made tight. Long screw or other packed joints will not be permitted. Any leaky joints shall be remade with new material.

**Cleaning and closing pipe.--**The interior of all pipe shall be cleaned before installation. All openings shall be capped or plugged as soon as the pipe is installed to prevent the entrance of any materials. The caps or plugs shall remain in place until their removal is necessary for completion of the installation.

**Securing pipe.--**Pipe in the buildings shall be held in place by construction channel. Material for hangers and supports shall be compatible with the piping or neoprene isolators shall be used. Allowances shall be made for expansion and contraction. Steel pipe shall have hangers or supports every 3 m. Vertical pipes shall be supported with clamps or straps. Horizontal and vertical piping shall be securely supported and braced to prevent swaying, sagging or flexing of joints.

**Union.--**Unions shall be installed where shown and at each threaded or soldered connection to equipment and tanks. Unions shall be located so piping can be easily disconnected for removal of equipment or tanks. Unions shall be omitted at compression stops.

**Flushing completed systems.--**All completed systems shall be flushed and blown out.

**Testing.**--The Contractor shall test piping as a single unit, or in sections as approved by the Engineer. The Contractor shall furnish necessary materials, test pumps, instruments and labor and notify the Engineer at least 3 working days in advance of testing. After testing, the Contractor shall repair all leaks and retest to determine that leaks have been stopped. The Contractor shall repair damage to pipes and appurtenances or to other structures resulting from or caused by tests. Systems shall show no loss in pressure or visible leaks. The Contractor shall test piping systems with 860 kPa air pressure for a period of not less than 4 hours.

## **DIVISION 16. ELECTRICAL**

### **16.01 ELECTRICAL WORK**

#### **PART 1.- GENERAL**

##### **SUMMARY.--**

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

Electrical work shall include furnishing all labor, materials, equipment and services required to construct and install the complete electrical system shown on the plans and the work of installing electrical connections for the thermostats, motors, and controls specified elsewhere in these special provisions.

System layouts are generally diagrammatic and location of equipment is approximate. Exact routing of conduits and other facilities and location of equipment is to be governed by structural conditions and other obstructions, and shall be coordinated with the work of other trades. Equipment requiring maintenance and inspection shall be located where it is readily accessible for the performance of such maintenance and inspection.

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

##### **CLOSEOUT SUBMITTALS.--**

**Operation and maintenance manuals.**--Prior to the completion of the contract, 3 identified copies of the operation and maintenance instructions with parts lists for the equipment specified herein shall be delivered to the Engineer at the jobsite. The instructions and parts lists shall be in a bound manual form and shall be complete and adequate for the equipment installed. Inadequate or incomplete material will be returned. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

Manuals shall be submitted for the following equipment:

- Generator
- Automatic Paralleling Switchboard
- Photovoltaic (PV) System

##### **QUALITY ASSURANCE.--**

**Codes and standards.**--All work performed and materials installed shall be in accordance with the CEC and the California Code of Regulations, Title 8, Chapter 4, "Electrical Safety Orders."

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

## **TESTING.--**

After the electrical system installation work has been completed, the electrical system shall be tested in the presence of the Engineer to demonstrate that the electrical system functions properly. The Contractor shall make necessary repairs, replacements, adjustments and retests at his expense.

## **16.02 BASIC MATERIALS AND METHODS**

### **PART 1.- GENERAL**

#### **SUMMARY.--**

**Scope.--**This work shall consist of furnishing and installing conduits, conductors, fittings, and wiring devices in accordance with the details shown on the plans and these special provisions.

Conduits, conductors, fittings, and wiring devices shall include those accessories and appurtenances, not mentioned, that are required for the proper installation and operation of the electrical system.

**Related work.--**Roof penetrations shall be flashed and sealed watertight conforming to the requirements specified under "Sheet Metal Flashing" in Division 7, "Thermal and Moisture Protection," of these special provisions.

Where conduits pass through fire rated wall, floor or ceiling assemblies, the penetrations shall be protected in accordance with the requirements specified under "Through-Penetration Firestopping" in Division 7, "Thermal and Moisture Protection," of these special provisions.

#### **SUBMITTALS.--**

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

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein. Control and wiring diagrams, rough-in dimensions for recessed junction and pull boxes, and component layout shall be included where applicable. All control and power conductors on the shop drawings shall be identified with wire numbers.

### **PART 2.- PRODUCTS**

#### **CONDUITS AND FITTINGS.--**

##### **Rigid steel conduit and fittings.--**

Rigid steel conduit shall be threaded, full weight rigid steel, hot-dip galvanized inside and outside with steel or malleable iron fittings. Fittings shall be threaded unless otherwise specified or shown on the plans.

Split or three-piece couplings shall be electroplated, malleable cast iron couplings.

Insulated grounding bushings shall be threaded malleable cast iron body with plastic insulated throat and steel, lay-in ground lug with compression screw.

Insulated metallic bushings shall be threaded malleable cast iron body with plastic insulated throat.

##### **Liquid tight flexible metallic conduit and fittings.--**

Liquid tight flexible metallic conduit shall be fabricated in continuous length from galvanized sheet steel, spirally wound and formed to provide an interlocking design with an extruded polyvinyl chloride cover.

Fittings shall be electroplated, malleable cast iron body, with cap nut, grounding ferrule, and connector body with insulated throat.

**Rigid non-metallic conduit and fittings.--**

Rigid non-metallic conduit shall be Schedule 40, high impact, nonconducting, self-extinguishing polyvinyl chloride (PVC) rigid non-metallic conduit for direct underground burial.

Couplings shall be PVC, socket type or thread on one end and socket type on the other end as required for the particular application.

Terminal adapters for adapting PVC conduit to boxes, threaded fittings, or metallic conduit system shall be PVC adapters with threads on one end and socket type on the other end.

**CABLES AND CONDUCTORS.--**

**Communication cables.--**

Communication cables shall be four (4) shielded twisted pairs, minimum 22 AWG copper, and Category 6 cable.

**Conductors.--**

Conductors shall be stranded copper wire.

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

1. Conductors across hinges of control panel enclosures shall be Type MTW.
2. Conductors shall be type XHHW-2 in wet, underground, and outdoor locations.
3. Conductors shall be type THHN in dry indoor locations.

**Wire connections and devices.--**

Wire connections and devices shall be pressure or compression type, except that connectors for No. 10 AWG and smaller conductors in dry locations may be preinsulated spring-pressure type.

**ELECTRICAL BOXES.—**

**Junction boxes.--**

Unless otherwise shown or specified, boxes shall be galvanized steel boxes without knock-outs and shall be the size and configuration best suited to the application.

Cast metal boxes shall be cast iron boxes with threaded hubs and shall be of the size and configuration best suited to the application shown on the plans.

Weatherproof junction boxes shall have cast metal covers with gaskets.

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

**Gutters.--**

Gutter shall be NEMA Type 12, 2.66 mm (12-gage) steel body with hinged cover. The gutter dimensions shall be as shown on the plans.

## **MISCELLANEOUS MATERIALS.--**

### **Warning Tape.--**

Warning tape shall be 100 mm wide and contain the printed warning "CAUTION ELECTRICAL CONDUIT" in bold 19 mm black letters at 760 mm intervals on bright orange or yellow background. The printed warning shall be non-erasable when submerged under water and resistant to insects, acids, alkali, and other corrosive elements in the soil. The tape shall have a tensile strength of not less than 70 kg per 100 mm wide strip and shall have a minimum elongation of 700 percent before breaking.

The length of duct required shall be as measured in the field.

### **Flexible connection (provided at radiator).**

Flexible connection shall be prefabricated type and shall be commercial quality flexible glass fabric coated on both sides with neoprene or hypalon.

### **Rigid ductwork.**

Rigid ductwork shall be 1.016 mm (minimum) galvanized steel sheet metal conforming to the latest edition of the SMACNA "Low Velocity Duct Construction Standards." Galvanized steel shall be cleaned by washing with mineral spirit solvent sufficient to remove any oil, grease or other materials foreign to the galvanized coating.

### **Duct supports.**

Duct supports shall be hot-dip galvanized steel angle iron.

### **Ducts and vents.**

Ductwork within the building shall be installed to clear obstructions.

Ductwork shall be installed and braced according to the plans and the latest edition of the SMACNA "HVAC Duct Construction Standards."

Duct sections shall be mechanically fastened with pop rivets or sheet metal screws and sealed with mastic or insulated, reinforced silver tape.

Sheet metal shrouds shall be adequately braced and supported from the floor or structure with structural steel angles to prevent sagging, flexing and vibration.

### **Pull ropes.--**

Pull ropes shall be nylon or polypropylene with a minimum tensile strength of 225 kg.

### **Watertight conduit plugs.--**

Watertight conduit plugs shall be a hollow or solid stem expansion plugs complete with inner and outer white polypropylene compression plates and red thermoplastic rubber seal. Seal material shall be non-stick type rubber resistant to oils, salt, and alkaline substances normally available at the construction sites.

### **Anchorage devices.--**

Anchorage devices shall be corrosion resistant, toggle bolts, wood screws, bolts, machine screws, studs, expansion shields, and expansion anchors and inserts.

### **Electrical supporting devices.--**

Electrical supporting devices shall be one hole conduit clamps with clamp backs, hot-dipped galvanized, malleable cast iron.

Construction channel shall be 41 mm x 41 mm, 2.66 mm (12-gage) galvanized steel channel with 13 mm diameter bolt holes, 40 mm on center in the base of the channel.

**Ground rod(s).--**

Ground rod(s) shall be a 19 mm (minimum) galvanized or copper clad steel rod, 3 meters long.

**Nameplates.--**

Nameplates shall be laminated phenolic plastic with white core and black front and back. Nameplate inscription shall be in capitals letters etched through the outer layer of the nameplate material.

**Floor covering.—**

The floor covering shall be rubber insulating matting with a minimum thickness of 6.3 mm and rated for a minimum dielectric strength of 20,000 volts in accordance with ASTM Designations: D 149 and D 178.

**PART 3.- EXECUTION****INSTALLATION.--**

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

Unless otherwise specified or shown on the plans, liquid-tight flexible metal conduit shall be used to connect motors, HVAC equipment, and other equipment subject to vibration in wet locations.

Rigid non-metallic conduit shall be used at the locations shown on the plans for direct underground burial 762 mm below grade outside the building foundation. All risers and elbows shall be rigid steel.

**Conduit installation.--**Conduit trade sizes are shown on the plans. No deviation from the conduit size shown on the plans will be permitted without written permission from the Engineer.

Conduit shall be concealed unless otherwise shown on the plans.

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

Rigid non-metallic conduit bends of 30 degrees or greater shall be factory-made long radius sweeps. Bends less than 30 degrees shall be made using an approved heat box.

A pull rope shall be installed in all empty conduits. At least one meter of pull rope shall be doubled back into the conduit at each termination.

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

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

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

Conduits shall not be placed closer than 300 mm from a parallel hot water or steam pipe or 75 mm from such lines crossing perpendicular to the runs.

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

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

Multiple conduit runs shall be supported with construction channel secured to the building structure. Conduits shall be fastened to construction channel with channel compatible pipe clamps.

Raceways of different types shall be joined using approved couplings or transition fittings.

Expansion couplings shall be installed where conduit crosses a building separation or expansion joint.

All floor and wall penetrations shall be sealed water-tight.

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

**Conduit terminations.--**Rigid steel conduits shall be securely fastened to cabinets, boxes and gutters using 2 locknuts and specified insulating metallic bushing. Electrical metallic tubing shall be securely fastened to cabinets, boxes and gutters using specified connectors. Conduit terminations at exposed weatherproof enclosures and cast outlet boxes shall be made watertight using specified hubs.

Grounding bushings with bonding jumpers shall be installed on all type of conduits terminating at concentric knockouts and on all conduits containing service conductors, grounding electrode conductor, and conductors feeding separate buildings. All future conduits terminated in underground pull boxes or exposed indoor and outdoor shall be provided with watertight conduit plugs.

**Warning Tape.**--Warning tape shall be placed over each conduit in a trench. Each warning tape shall be centered over the conduit and shall be placed over the 150 mm layer of sand covering the conduit as described elsewhere in these special provisions.

**Conductor and cable installation.**--Conductors shall not be installed in conduit until all work of any nature that may cause injury is completed. Care shall be taken in pulling conductors that insulation is not damaged. An approved non-petroleum base and insulating type pulling compound shall be used as needed.

All cables shall be installed and tested in accordance with manufacturer's recommendations.

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

Provide 155 mm of slack at each outlet and device connection. If the outlet or device is not at the end of a run of wire, connection shall be made with correctly colored pigtails tapped to the runs with splices as specified herein.

Branch circuit conductors in panelboards and Automatic Paralleling Switchboard shall be neatly trained along a path from the breaker terminals to their exit point. The conductors shall have ample length to transverse the path without strain, but shall not be so long as to require coiling, doubling back, or cramming. The path shall transverse the panelboard gutter spaces without entering a gutter containing service conductors and, unless otherwise shown on the plans, without entering the gutter space of any panelboard feeder.

All pressure type connectors and lugs shall be retightened after the initial set.

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

Junction boxes in furred or accessible ceiling spaces shall be identified with felt-tip pen denoting the circuits contained in the box.

**Conductor identification.**--The neutral and equipment grounding conductors shall be identified as follows:

Neutral conductor shall have a white or natural gray insulation except that conductors No. 4 and larger may be identified by distinctive white marker such as paint or white tape at each termination.

Equipment grounding conductor shall be bare or insulated. If insulated, equipment grounding conductors shall have green or green with one or more yellow stripes insulation over its entire length except that conductors No. 4 and larger may be permanently identified by distinctive green markers such as paint or green tape over its entire exposed insulation.

Ungrounded feeder and branch circuit conductors shall be color coded by continuously colored insulation, except conductors larger than No. 6 AWG may be color coded by colored tape at each connection and where accessible. Ungrounded conductor color coding shall be as follows:

SYSTEM	COLOR CODE
120/240V-Single phase	Black, red
12 -volt DC	Blue, grey
120/240V-Three phase	Black, orange, red

Once an insulated circuit conductor, including grounded and ungrounded conductors, is identified with a specific color code, that color code shall be used for the entire length of the circuit.

Where more than one branch circuit enters or leaves a conduit, panel, gutter, or junction box, each conductor shall be identified by its panelboard and circuit number. All control conductors including control conductors of manufacturer supplied and field wired control devices shall be identified at each termination with the wire numbers shown on the plans, approved shop drawings, and as directed by the Engineer where deemed necessary. Identification shall be made with one of the following:

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

Each terminal block shall have a molded marking strip attached with screws. The identifying numbers of the terminating conductors, as shown on the plans or on the submittal drawings, shall be engraved in the marking strip.

**Junction box and gutter installation.--**Where exposed threaded steel conduits are connected to junction box , the box shall be a cast metal box. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall be cast metal boxes. Weatherproof outlet, device and junction boxes shall have cast metal covers with gaskets. All boxes shall finish flush with building walls, ceiling and floors except where exposed work is called for.

No unused openings shall be left in any box. Knockout seals shall be installed as required to close openings.

Junction boxes and gutters shall be installed at the locations and elevations shown on the plans or specified herein. Adjustments to locations may be made as required by structural conditions and to suit coordination requirements of other trades.

**Ground rod(s) installation.--**The ground rod(s) shall be driven vertically until the top is 155 mm above the surrounding surface. When vertical penetration of the ground rod cannot be obtained, an equivalent horizontal grounding system, approved by the Engineer, shall be installed.

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

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

**Mounting heights.--**Electrical system components shall be mounted as shown on the plans.

**Equipment identification.--**Equipment shall be identified with nameplates fastened with self-tapping, cadmium-plated screws or nickel-plated bolts.

**Warning plates.--**Warning plates shall be attached to designated equipment with self-tapping cadmium-plated screws or nickel-plated bolts.

## 16.03 PHOTOVOLTAIC (PV) SYSTEM

### PART 1.- GENERAL

#### SUMMARY.--

**Scope.--**This work shall consist of furnishing and installing the complete Photovoltaic (PV) system including Photovoltaic array, PV combiners, Power center, Storage batteries, Battery rack and all cable and wires in accordance with the details shown on the plans and these special provisions.

**System Description.--**The Photovoltaic (PV) system shall be an off grid PV system, sized to supply a load demand of 25 kW hr (kilowatt-hour) per day with a minimum peak power rating of 10.5 kW continuous (surge at least 150 percent). The storage batteries shall be sized for 1480Ahr (ampere-hour) at 24 Volts dc. This shall allow the system to run for approximate 2 days at a depth of discharge of 60 percent. The Photovoltaic (PV) system shall be connected to an Automatic Paralleling Switchboard as shown on the plans. When the batteries are discharged to a 40 percent state of charge and the Photovoltaic array is not able to charge the batteries, a contact will close in the Master Inverter of the Power Center to start the generator. Once the generator is producing full power, the 150 A/2 pole circuit breaker in the Automatic Paralleling Switchboard shall open and the 300 A/3 pole Tie circuit breaker shall close. After 30 seconds the 150 A/2 pole circuit breaker in the Automatic Paralleling Switchboard shall close and start charging the batteries. Once the batteries are fully charged the 300 A/3 pole tie circuit breaker shall open and instantly close the 150 A/2 pole circuit breaker in the Automatic Paralleling Switchboard. 30 seconds later the 150 A/2 pole circuit breaker in the Automatic Paralleling Switchboard shall open.

## **SUBMITTALS.--**

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

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein. Control and wiring diagrams, rough-in dimensions, and component layout shall be included where applicable. All control and power conductors on the shop drawings shall be identified with wire numbers.

Manufacturer's descriptive data shall be submitted for the following:

- PV Array
- PV Array ground mount system
- PV Combiner/enclosure
- PV Power Center
- Storage Batteries
- Battery Rack
- Charge Controller
- Associated equipment, cables and wires
- Complete Wiring Diagram

## **PART 2.- PRODUCTS**

### **Photovoltaic(PV) Array.--**

The photovoltaic array shall consist of ground mounted 170-watt minimum PV modules. The modules shall be poly-crystal or single-crystal silicon PV modules, and modules efficiency shall be 13.1% minimum. The modules shall have white tempered glass, EVA resin, and weatherproof film in an aluminum frame for outdoor application. Each module shall have a weatherproof junction box, be externally bonded together and connected to a ground rod in order to provide sufficient lightning protection. Output cables shall be supplied with male/female connector with sufficient length (including MC extension cables where necessary) to be connected to the PV combiner enclosure without any splice. Each connection point of each module shall be made of non-corroding connectors clearly identified as (+) for positive and (-) for negative, with a weatherproof, indelible, and permanent marking.

### **Photovoltaic(PV) Array ground mount system.—**

The PV modules shall be arranged on racks of the ground mount system. The ground mount system shall consist of two separate ground mounted arrays and shall fit in the area as shown on the plans and the height of the rack assembly should not exceed 3.3 meters. All the fasteners shall be 304 Stainless steel; the mounting rails, brackets, and cross braces shall be 6105-T5 aluminum extrusion; and the legs and cross pipes shall be ASTM A53 schedule 40 galvanized steel or equal.

The Contractor shall submit complete details of the ground mount system including module-mounting rails, cross brace and in-ground concrete footings. The ground mount system shall be designed for Seismic Zone 4 and winds speeds up to 113 km/h.

### **PV Combiner/Enclosure.--**

The PV Combiner/Enclosure shall be rainproof, outdoor Type 3R powder coated aluminum enclosure. The enclosure shall have twelve (12), 150 VDC circuit breakers for PV array configurations, maximum open circuit voltage rating of 150 VDC, and amperage to equal the PV module "series fuse rating." The enclosure shall have dual combining bus bars, terminal blocks, two #1/0AWG ground lugs and mounting holes for an additional terminal block. The enclosure shall be factory prewired in conformance with NEMA Class IIC wiring. All wires entering the enclosure shall terminate on terminal blocks. Wires shall be neatly trained and bundled. Wiring shall be arranged so that any piece of apparatus may be removed without disconnecting any wires except the leads to that piece of apparatus.

**PV Power Center.—**

**PV Power Center enclosure.--**

The PV power center enclosure shall be double exterior hinged door, dust tight NEMA Type 12 enclosure, 1830 mm high x 1830 mm wide x 510 mm deep containing, 1727 mm high x 1727 mm wide, and a 2.66 mm (10-gage) back mounting panel. The enclosure shall be made of 2.28 mm (12-gage) steel minimum with all seams continuously welded. A rolled up lip shall be provided around three sides of the hinged doors and around all sides of the enclosure opening. The doors shall be provided with a neoprene gasket that is attached with an oil-resistant adhesive. The doors shall be maintained closed with door clamps. Security shall be provided by a hasp and staple for padlocking.

The enclosure shall have factory installed floor stands as shown on the plans.

**Inverter/Charger.—**

The inverter/charger shall be a vented, 48 VDC, 3.6 kilowatt, DC to AC sinewave inverter, battery charger and AC transfer switch housed in a tough die-cast aluminum chassis. The inverter/charger shall meet the following specifications:

Maximum output current (Peak)	70 amps AC
Maximum output current (RMS)	50 amps AC
Continuous AC RMS output at 25 degree C	30 amps AC
Output voltage regulation	+/- 2%
AC Overload capacity (surge)	6000 VA
AC Overload capacity (5 second)	5000 VA
AC Overload capacity (30 minutes)	4000 VA
Maximum AC Input current	60 amp AC
DC Input voltage range	42.0 to 68.0 VDC
Continuous battery charge output	45 amps DC
Typical efficiency	93%

**Charge Controller.--**

The charge controller shall be maximum power point tracking (mppt), high performance, indoor Type 1, Photovoltaic Controller for 60 amps DC output current rating for 48 a VDC system. The system display and controller shall have easy-to-read 80 mm backlit LCD screen with 4 lines and 80 alphanumeric characters. The charge controller shall have RJ45 Modular connectors with CAT 5E cable for remote interface. The charge controller shall have data logging capability for last 64 days of operation for amp hours, watt-hours and time in float for each day along with total lifetime power production. The charge controller shall meet the following specifications:

Maximum solar array size	3200 watts
Standby power consumption	1 watt or less
Charging regulation	five stages
Voltage regulation set points	10 to 80 VDC
Standby power consumption	1 watt or less

**System Display Controller.—**

The system display controller shall manage and monitor multiple inverter/chargers and charge controllers. The system display controller shall have easy-to-read 80 mm LCD screen, backlit for dark operating conditions. Four soft keys shall allow context-based navigation of the menu and functions. Two hot keys shall give immediate access to AC and inverter functions. A built-in clock with battery backup and calendar shall enable timer based programming of inverter and charge operation. The system display controller shall have an RS232 port with a DB9 jack for connection to the serial port of a PC computer. The system display controller shall have a 16 MHz low power consumption microprocessor, 32K non-volatile flash RAM for set points and data memory.

**Communications Module.--**

The communications module shall communicate stacking phase, load share and power save off/on signals via Ethernet CAT5 with RJ45 modular jacks with the Charge Controller and System Display Controller.

**DC breaker panel.--**

DC breaker panel shall be indoor type circuit breaker panel. The panel shall have four hydraulic-magnetic type 125 VDC, 175 A, single pole circuit breakers and eight hydraulic-magnetic type 125 VDC, 60 A, single pole circuit breakers. The panel shall have a 1000 ampere, 50 mV DC current shunt and one combined negative/ground bus bar attached to the DC shunt. Also, the panel shall have a positive terminal bus bar for DC loads and for PV array combining circuits.

**AC breaker panel.--**

AC breaker panel shall be indoor type circuit breaker panel with four-inverter ready 100 ampere 120/240 VAC bypass assembly for AC generator connection. The panel shall have four hydraulic-magnetic type 120 VAC, 50 amp, single pole circuit breakers for input circuits and four hydraulic-magnetic 120 VAC, 50 amp, single pole circuit breakers for output circuits and a hydraulic-magnetic 240 VAC, double pole circuit breaker for auto transformer. The panel shall have ground terminal bus bonded to cabinet. Also, the panel shall have two black insulated AC terminal bus bars for phase A and two red insulated AC terminal bus bars for phase B.

**Auto Transformer.--**

Auto transformer shall be dry-type 4 kA, 120/240 volt, 60 Hz, transformer. The auto transformer shall be used for step-up, step-down, generator and split phase output balancing or as a series stacked inverter-to-load balancing auto-transformer.

**Cooling Fan.--**

Cooling fan shall be 120 VAC, 103 mm, thermostatic controlled brushless fan.

**Remote Temperature Sensor.—**

The remote temperature sensor shall be provided for proper battery charging. The sensor shall have a temperature compensation system built-in and shall have long enough cable with proper connector for connection to the system display controller.

**Mounting Plate.--**

The mounting plate shall be a two part, powder coated 910 mm high x 1260 mm wide steel or aluminum mounting plate with pre-drilled holes to mount the following components and shall be factory wired:

- Inverter/Charger
- System Display Controller
- Communications Module
- DC breaker panel
- AC breaker panel
- Auto Transformer
- Cooling Fan

All control conductors including control conductors of manufacturer supplied and field wired control devices shall be identified at each termination with the wire numbers shown on the plans, approved working drawings, and as directed by the Engineer where deemed necessary. Identification shall be as specified elsewhere in the special provisions.

A wiring diagram encased between two heat-fused laminated plastic sheets shall be provided with brass mounting eyelets and attached to the inside of the enclosure.

**Battery Bank.—**

The Battery bank shall consist of six 1480 Ah (ampere-hour), at 20-hour discharge rate, 24 Volt batteries, and shall be wired for 48 volts. Each battery shall have cycle life expectancy of 1250 cycles to 80% depth of charge. Each battery shall be maintenance free, completely sealed filled with gel electrolyte. The electrolyte shall be immobilized within each cell and shall have permanent valve. The battery shall be leakproof/spillproof and completely environmentally safe. The batteries shall have an expected 15-year useful life. All interconnect cables shall be provided and shall be connected as recommended by the battery manufacturer. Batteries shall be mounted on a stationary steel battery rack.

**Battery Rack.—**

The Battery rack shall be stationary steel, single row rack. The rack shall be constructed of steel frames and steel rails. The steel frames shall be fabricated from structural steel 51 mm x 38 mm x 3.2 mm minimum or 51 mm x 38 mm x 6.4 mm angle iron with welded joints throughout. Bracing members between frames shall be a minimum of 38 mm x 4.8 mm rectangular steel bars and bolted to the frames. The steel rails for supporting the batteries shall be made of steel channels a minimum 47 mm x 47 mm. To insulate the batteries from the steel, the steel channels shall be covered with a snugly fitting plastic insulating channel with a minimum dielectric strength of 5,000 volts. All bolts, washers, lock washers and nuts shall be 316 stainless steel. All parts of the battery rack shall be painted with two coats of acid resistance grey paint. The rack shall have at least 25% unused space available for future.

**PART 3.- EXECUTION****INSTALLATION.--****General.—**

The PV Array ground mount system shall support the PV modules in a side-by-side arrangement. The PV Array ground mount system shall be designed and constructed in such a manner that the light-collecting surface of the modules will never be in shadow cast by parts of the system. The PV Array ground mount system shall support the modules tilted up from the horizontal 37 degrees, or as recommended by the module manufacturer, with bottom edge level and facing true south.

The PV Power Center enclosure shall be anchored to the finish surface with galvanized anchor bolts and oriented as shown on the plans.

The Battery rack shall be anchored to the finish surface with galvanized anchor bolts.

**FUNCTIONAL TESTING.—**

A functional test shall be made in which it is demonstrated that each and every part of the Photovoltaic (PV) system functions as specified. The functional test shall be five consecutive days of trouble free operation. In the event any of the above system components fail to perform satisfactorily during the function tests, the tests shall be repeated after the deficiency has been corrected. The Contractor shall notify the Engineer in writing not less than 10 days in advance of proposed functional testing.

**Training.—**

The Contractor shall provide four hours of on-site training on the use, operation, and maintenance of the system for not more than 8 designated State employees. The Contractor shall notify the Engineer in writing not less than 10 days in advance of proposed training class.

**16.04 ENGINE GENERATOR**

**GENERAL.--**This work shall consist of furnishing and installing 3 identical engine generators and automatic paralleling switchboard in accordance with the details shown on the plans and these special provisions.

The engine generator shall include engine, alternator, automatic paralleling switchboard, circuit breakers, starting batteries, engine-generator control panel, battery charger, protective housing, top-mounted exhaust silencer, drip pan, warning sign, battery hydrometer with storage container, battery filler, distilled water, anchoring devices, vibration isolators, and such other miscellaneous accessories, not mentioned, which are required for the complete installation and proper operation of the engine generator.

The engine generator assembly shall be factory assembled and mounted on a steel base with vibration isolators.

The engine generator shall meet a particulate emission standard for the Monterey Bay Unified Air Pollution Control District of 0.01 grams/bhp-hr. Documentation shall be included in the submittal package. Engine generator shall be Tier 2 EPA certified.

#### **SUBMITTAL.—**

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

Manufacturer's descriptive data shall include complete description, performance data and installation instructions for the materials and equipment specified herein. Engine and generator control schematic diagrams, interconnection diagrams, and exact dimension drawings of the engine-generator set shall be submitted for approval. All control and power conductors on the diagrams shall be identified with wire numbers.

#### **PRODUCTS.—**

Engine generator shall be Kohler Power Systems, Model 30REOZJB, Onan Corporation, Model 35DGBC; or equal, and shall include the following:

##### **Engine.--**

The engine shall be 3-cylinder, 4-cycle turbo charged diesel injection fuel type with not less than 2900 cubic centimeters of piston displacement, liquid cooled, and designed for continuous operation. The engine shall deliver a minimum of 48 kilowatts at 1800 RPM at Prime power for 120/240 volts, three phase system.

The engine's continuous duty rated output shall be ample to drive the generator and connected normal accessories at the rated speed and 0.8-power factor at 100 percent of the rated load with an ambient temperature of 35°C at 150 meters above sea level.

The engine shall operate satisfactorily on commercial grade No. 2-D diesel fuel. The crankshaft shall be drilled for full pressure lubrication to all bearings. All crankshaft bearing surfaces shall be hardened. The crankshaft shall have one more main bearing than there are number of cylinders. The intake and exhaust valves and valve seats shall be heat resistant alloy steel. The exposed surfaces of the engine shall be finished with one coat of primer and 2 coats of an industrial paint suitable for the intended use.

The engine shall be equipped with the following accessories:

**Diesel Fuel Filter System.--**The diesel fuel filter system shall consist of a primary fuel filter capable of removing particles of 50 microns and larger, and a secondary filter capable of removing particles of 25 microns and larger. Each filter shall be a spin-on, replaceable unit, designed for diesel fuel filtration and water separation. Filters shall be located for easy service access.

**Oil Filter System.--**The pressurized lubricating oil system shall have a full flow filter system, consisting of a strainer with openings not to exceed 0.64 mm in greatest dimension, and a separate, cleanable or replaceable filter capable of removing particles of 25 microns and larger.

**Air Filter System.--**The air intake shall be provided with a dry type air filter of adequate capacity to effectively remove dirt and abrasives from the combustion air. The dry type filter shall be designed to allow for easy removal and replacement of filter element. The filter shall be equipped with service indicators to indicate necessary replacement.

**Engine Governor.--**The governor shall be an electronic isochronous type providing a 3-5 percent speed regulation from no load to full load and provide +0. percent steady state frequency regulation.

**Engine Cooling.--**The engine shall be equipped with an engine driven radiator cooling system. The radiator shall be capable of cooling the engine while operating at 100 percent rated continuous load in 52°C maximum ambient temperature. Fan shall be push type.

**Engine Preheater.--**The engine shall be equipped with a 120-volt, 1000-watt electric water jacket heater. The heater shall be thermostatically controlled to maintain engine coolant at the proper temperature to meet the start up requirement of NFPA-99 standard. The required circuitry for proper operation shall be provided. The thermostat shall be adjustable between 35°C and 50°C.

**Engine Starter.--**The engine shall be provided with a 12-volt heavy duty positive engagement solenoid shift starting motor. The drive mechanism for engaging the starting motor with the engine flywheel shall engage and release without binding.

**Safety Controls.--**The engine shall be provided with automatic controls that shut down engine operation when low lubricating oil pressure, high water temperature or overspeed conditions occur. The values at which the low lubricating oil pressure, high jacket water temperature and overspeed controls operate to shut down engine operation, shall be as recommended by the engine manufacturer. In addition, pre-alarms shall be provided for low oil pressure, high water temperature or overspeed conditions. Overcrank safety controls shall be provided as specified in these special provisions.

**Engine Instrumentation.--**Engine instruments shall be mounted in the engine-generator control panel. Engine instruments shall include the following:

- a. Lubricating oil pressure gage.
- b. Water temperature gage.
- c. Engine hour meter (totalizing mechanism of 9,999 hours).
- d. Yellow pre-alarm warning lights for low oil pressure, low coolant temperature and high coolant temperature.
- e. Red warning lights for oil pressure shutdown, high coolant temperature shutdown, overcrank shutdown, and overspeed shutdown.

**Exhaust system.--**

The exhaust system shall consist of a muffler and flexible connection.

The muffler shall be a critical type, sized to meet or exceed the engine requirements. The muffler shall be provided with a drain, flange connection and companion flanges.

The flexible connection shall be bellows type, not less than 300 mm in length and installed between the engine exhaust and the Schedule 40 galvanized steel exhaust pipe. The flexible connection shall be constructed of Type 321 stainless steel and shall be provided with flanged ends for connection to the engine and galvanized steel exhaust pipe.

**Day Tank.--**

Day tank shall be installed in accordance with the manufacturer's instructions and as shown on the plans. Day tank shall be constructed in accordance with Underwriters Laboratories Standard UL-142, the Flammable and Combustible Liquids Code, NFPA 30 and The Standard for Installation and use of Stationary Combustible Engine and Gas Turbines,. NFPA 37. Day tank shall be made of heavy gauge steel construction. Tank shall be coated with rust inhibitor inside, primed and finish painted outside. Required tank connections include :

- 25 mm engine supply
- 25 mm engine return
- 50 mm vent for tank to atmosphere
- 50 mm vent for double wall to atmosphere
- Inspection plate
- Port for fuel level gauge

25 mm overflow to main storage tank  
Plugged tank drain

The tank shall include a fuel oil pump to draw fuel oil from the main tank to the day tank. Pump capacity shall be approximately 7.6 liters per minute @ 276 kpa, 110 Volts AC, 1800 rpm. The tank shall also include a reverse flow pumping system for overflow back to main diesel tank. This pump shall be the same size as the supply fuel oil pump.

A normally closed, 110 Volt AC solenoid valve, 15 mm shall be provided by the Day tank manufacturer to prevent tank flooding.

Anchor day tank to the pad.

Isolate all piping connections with the exception of the vent lines with shut-off ball valves rated WOG.

### **Starting batteries.--**

Storage batteries for engine starting and other requirements shall be sufficient in number, and shall be 6-cell, heavy duty, lead-acid type. Total battery capacity shall be a minimum of 90 ampere-hours at the 20-hour rate. Batteries shall be mounted in corrosion resistant battery racks located within the skid base and shall be provided with battery cables of sufficient length to connect to the DC apparatus.

### **Battery charger.--**

The battery charger shall be of the dual rate type and shall be mounted on the engine-generator skid base near the batteries. The battery charger shall be provided with the following features:

1. Dual fusing for AC input and DC output.
2. Automatic DC voltage regulation.
3. Automatic load regulation.
4. Compensation taps for setting the charger for average AC line and battery conditions.
5. DC cranking circuit disconnect relay.

### **Alternator.--**

The alternator shall be a wound field brushless type, single bearing, self-aligning, continuous duty, synchronous type, with a drip-proof enclosure. The insulation shall be NEMA Class H and be insulated with epoxy varnish to fungus resistant per MIL 1-24092.

The alternator shall have a prime power rating of 33 kW, 41 kVA, 0.8 power factor, 120/240 volts, three-phase, 4-wire, 60 Hz, and 1800 RPM. The alternator shall have the following capabilities:

1. Steady state voltage regulation at full rated load shall be within plus or minus one percent.
2. Voltage regulation shall be within plus or minus 0.25 percent of rated steady state voltage from no load to full load.
3. Voltage recovery shall be within 2 percent of nominal rated voltage within 5 seconds, after the rated load is applied or removed in one-step.

### **Engine generator control panel.--**

A completely wired and assembled engine-generator control panel shall be mounted on the engine-generator unit. The panel and its components shall comply with all applicable NEMA standards for industrial type controls, and shall be fully enclosed and vibration isolated. The panel shall include the following switches and instruments exposed on the front of the control panel:

#### **a) Hardware Requirements--**

- i) The control shall have a run-off/reset-auto three-position selector switch.
- ii) A controller shall have mushroom type emergency stop push button.
- iii) It shall be possible to adjust alternator output voltage at the control panel.
- iv) Five indicating lights shall be provided:

- (1) System ready - green
- (2) Not in auto - yellow
- (3) Programming mode - yellow
- (4) System warning - yellow
- (5) System shutdown - red

- v) Lighted display with two lines of 20 alphanumeric characters for messages and panel lights shall be provided.
- vi) Sixteen-position snap action sealed keypad for menu selection and data entry shall be provided.
- vii) For ease of use, an operating guide shall be provided on the controller faceplate.
- viii) An audible alarm must be supplied in the control.

b) Control Functional Requirements--

- i) Field programmable time delay for engine start. Adjustment range, 0-5 minutes in 1-second increments initially set at 15 second.
- ii) Field programmable time delay engine cool down. Adjustment range, 0-10 minutes in 1-second increments initially set at 15 second.
- iii) It shall be possible to start the generator set and run it at idle speed during warm-up. The idle time must be user adjustable. Engine cool down at idle must also be available.
- iv) Real time clock and calendar for time stamping of events.
- v) Output with adjustable timer for an ether injection starting system. Adjustment range, 0-10 seconds initially set at 5 second.
- vi) Output for shedding of loads if the generator set reaches a user programmable percentage of its kW rating. Load shed must also be enabled if the generator set output frequency falls below 59 Hz.
- vii) Programmable cyclic cranking that allows up to six crank cycles and up to 45 seconds of crank time per crank cycle.
- viii) The capability to reduce controller current battery draw, for applications where no continuous battery charging is available, must be provided. The controller vacuum fluorescent display should automatically be turned off after 5 minutes of no controller activity.
- ix) The controller must provide alternator protection for overload and short circuit matched to each individual alternator and duty cycle.
- x) A  $\pm 0.25\%$  digital voltage regulator must be incorporated into the controller software. No separate voltage regulator is acceptable. The digital voltage regulator must be applicable on single or three phase systems.
- xi) It must be possible to exercise the generator set by programming a running time into the controller. This feature must also be enabled through the PC software.

c) Generator Set System Monitoring Requirements--

- i) All monitored functions shall be viewable on the digital display.
- ii) The following generator set functions shall be monitored:
  - (1) All output voltages-single phase, three phase, line to line, and line to neutral, 0.25% accuracy.
  - (2) All single phase and three phase currents, 0.25% accuracy.
  - (3) Output frequency, 0.25% accuracy.
  - (4) Power factor by phase with leading/lagging indication.
  - (5) Total instantaneous kilowatt loading and kilowatts per phase, 0.5% accuracy.
  - (6) KVARs total and per phase, 0.5% accuracy.
  - (7) KVA total and per phase, 0.5% accuracy.
  - (8) KW hours.
  - (9) A display of percent generator set duty level - actual kW loading divided by the kW rating.

iii) Engine parameters listed below shall be monitored:

- (1) Coolant temperature both in English and metric units
- (2) Oil pressure in English and metric units
- (3) Battery voltage

- (4) Rpm
- (5) Lube oil temperature
- (6) Lube oil level
- (7) Crankcase pressure
- (8) Coolant level
- (9) Coolant pressure
- (10) Fuel pressure
- (11) Fuel temperature
- (12) Fuel rate
- (13) Fuel used during the last run
- (14) Ambient temperature

iv) The following operational records since system start up shall be stored in the controller:

- (1) Run time hours
- (2) Run time loaded
- (3) Run time unloaded
- (4) Number of starts
- (5) Factory test date
- (6) Last run data including date, duration, and whether loaded or unloaded
- (7) KW hours

v) The following operational records shall also be available in a resettable form for maintenance purposes:

- (1) Run time hours
- (2) Run time loaded
- (3) Run time unloaded
- (4) Kilowatt hours
- (5) Days of operation
- (6) Number of starts
- (7) Start date after reset

vi) The controller shall store the last one hundred generator set system events with date and time of the event.

vii) For maintenance and service purposes, the following information shall be stored in the control and displayed on demand:

- (1) Manufacturer's model and serial number
- (2) Battery voltage
- (3) Generator set kilowatt rating
- (4) Rated current
- (5) System voltage
- (6) System frequency
- (7) Number of phases

d) The control shall be capable of detecting the following conditions, indicate if the condition will shutdown the generator set or provide a warning, and annunciate the situation, using words and phrases, on the digital display.

i) Will cause a system shutdown:

- (1) Customer programmed digital auxiliary input ON (any of the 21 inputs available)
- (2) Customer programmed analog auxiliary input out of bounds (any of 7 inputs for ECM equipped engines and 5 inputs for non ECM engines)
- (3) Emergency stop
- (4) High coolant temperature

- (5) High oil temperature
- (6) Controller internal fault
- (7) Locked rotor - fail to rotate
- (8) Low coolant level
- (9) Low oil pressure
- (10) Master switch error
- (11) NFPA common alarm
- (12) Overcrank
- (13) Over speed with user adjustable level, range 65-70 Hz
- (14) Generator set over voltage with user adjustable level, range 105% to 135%
- (15) Overfrequency with user adjustable level, range 102% to 140%
- (16) Underfrequency with user adjustable level, range 80% to 90%
- (17) Generator set undervoltage with user adjustable level, range 70% to 95%
- (18) Coolant temperature signal loss
- (19) Oil pressure gauge signal loss

ii) Will cause a warning but leave the generator set running:

- (1) Battery charger failure
- (2) Customer programmed digital auxiliary input on (any of the 21 inputs available)
- (3) Customer programmed analog auxiliary input on (any of the 7 inputs)
- (4) Power system supplying load
- (5) High battery voltage - Level must be user adjustable.
- (6) Range 29-33 volts for 24-volt systems.
- (7) High coolant temperature
- (8) Load shed
- (9) Loss of AC sensing
- (10) Underfrequency
- (11) Low battery voltage – level must be user adjustable, Range 20-25 volts for 24-volt systems.
- (12) Low coolant temperature
- (13) Low fuel pressure
- (14) Low oil pressure
- (15) Overcurrent
- (16) Speed sensor fault
- (17) Weak battery
- (18) Alternator protection activated

e) Inputs and Outputs

i) Inputs

- (1) There shall be 21 dry contact inputs that can be user configured to shutdown the generator set or provide a warning.
- (2) There shall be 7 user programmable analog inputs for monitoring and control.
- (3) Each analog input can accept 0-5 volt analog signals.
- (4) Resolution must be 1 part in 10,000.
- (5) Each input can be programmed to provide up to 4 trip values – 2 warnings and 2 shutdowns.
- (6) It shall be possible to view the analog value on the display.
- (7) It shall be possible to define each user configured input using words or phrases that will be viewable on the digital display.
- (8) Additional standard inputs required:
  - (a) Input for an external ground fault detector. Digital display must show "ground fault" upon detection of a ground fault.
  - (b) Reset of system faults.
  - (c) Remote two wire start.

- (d) Remote emergency stop.
- (9) Idle mode enable
- ii) Outputs
  - (1) All NFPA 110 Level 1 outputs must be available.
  - (2) There shall be thirty outputs available for interfacing to other equipment:
    - (a) Any of these outputs shall be able to be user configured from a list of over 25 functions and faults.
    - (b) These outputs shall drive optional dry contacts.

A programmable user defined common fault output with over 40 selections shall be available.

f) System Programming

- i) It must be possible to disable programming so the system can only be monitored.
- ii) It shall be possible to program the control with the controller keypad or using an IBM compatible personal computer.
- iii) Programming access is to be enabled only at the controller and must be password protected.
- iv) The following must be programmable from the controller keypad:

(1) Time delay settings:

- (a) Generator set run time (0 to 72 hours) - exercise
- (b) Load shed
- (c) Engine start
- (d) Engine cooldown
- (e) Overvoltage and undervoltage delays
- (f) Starting aid
- (g) Crank on and crank pause time
- (h) Idle time

(2) Trip point settings:

- (a) High battery voltage
- (b) Low battery voltage
- (c) Overspeed
- (d) Underfrequency
- (e) Overfrequency
- (f) Overvoltage
- (g) Undervoltage
- (h) Load shed

g) Communications

- i) If the generator set engine shall be equipped with an ECM (engine control module), the controller must communicate to the ECM for control, monitoring, and diagnostics. SAE J1939 standard communications is required.
- ii) Industry standard Modbus RTU communication shall be available.
- iii) A Modbus master controller will be able to monitor controller data.
- iv) A Modbus master controller will be able to alter parameters.
- v) The Modbus master controller must be capable of starting and stopping the generator set.

#### h) Communications & Personal Computer Software

The controller must have the capability to communicate to a personal computer (IBM or compatible) running Windows XP.

- i) Both RS-232 and RS-485 communication formats shall be available.
- ii) A variety of connections shall be available based on requirements:
  - (1) A single connection to a PC. A cable length of up to 1220 m (4000 ft) must be supported.
  - (2) Multiple devices at a single location connected to a PC.
  - (3) A single connection from a device to a PC over phone lines.
  - (4) Multiple devices to a PC over phone lines.
- iii) When equipped with communications modules, automatic paralleling and power monitors along with generator set controllers must be able to be connected to the same communication network with no additional interfaces being required.
- iv) The capability to connect up to 128 devices (generator set controls and automatic paralleling equipment) on a single network must be supported.
- v) Cabling is to be device to device in a daisy chain fashion with no limitation on device locations within the network.
- vi) The network must be self powered. No power wiring between devices is allowed.
- vii) A single software package with the following capabilities is required:
  - (1) Any combination of automatic paralleling equipment and generator set controls.
  - (2) Up to 128 devices at a single site must be supported.
  - (3) The same software package must support communications over phone lines. The software shall allow communications with up to 128 sites (phone numbers) including phone number fields large enough for International communication.
  - (4) Access to individual devices by the software shall be protected by password.
  - (5) To support future expansion, it must be possible to add devices (ATS and generator set controllers), up to 128 and sites up to 128, with the installed software. Changing to a different software package is not acceptable.
  - (6) All displays, data inquires, and program functions allowed on the controllers, both generator set and automatic paralleling equipment, shall also be available through the software.
  - (7) A single software screen must be capable of displaying data from multiple devices simultaneously.
  - (8) It shall be possible to reset shutdown faults, and restart the generator set using the software.

Equipment or devices to be mounted within the engine-generator control panel shall include the following:

1. Automatic voltage regulator.
2. Automatic starting controls.
3. Radio interference suppression
4. Transformers, relays and other equipment required for proper operation.

Equipment mounted in the control panel shall be arranged for easy service access.

#### **Overcranking protection.--**

Upon failure of primary power, the engine shall be automatically cranked for 20 seconds or until it starts, whichever is shorter. If the engine fails to start, within 20 seconds, further attempts to start shall be prevented by a manually reset lockout device. Overcranking default condition shall be indicated by a pilot light.

#### **Miscellaneous accessories.--**

A drip pan fabricated of not less than one mm thick (20-gage) galvanized sheet steel with turned up edges rolled over wire, sized to catch all oil or grease which may drop from the engine, shall be provided under the engine-generator set.

A galvanized sheet metal duct shall be fabricated and installed between the radiator and the exhaust louvers. This radiator cooling air exhaust duct shall be installed with vibration isolators.

The length of duct required shall be as measured in the field.

The generator main power disconnect shall be 240-volt, 3-pole, 100-ampere trip molded case, thermal-magnetic, circuit breaker and shall be mounted in a NEMA Type-1 enclosure on the side of the generator housing. The interrupting capacity of the circuit breaker shall be 25,000 amperes (symmetrical) at 240 volts AC.

A warning sign shall be mounted at a location on the engine generator set approved by the Engineer. The sign shall be sheet steel, not less than one mm thick (18-gage) with a baked enamel coating. The sign shall have a red background and white letters not less than 40 mm in height. The sign inscription shall read as follows:

DANGER  
AUTOMATIC  
MAY START AT ANY TIME

A commercial quality battery hydrometer with plastic type storage container, and a commercial quality 3.8 liter battery filler with filler hose and 3.8 liter of distilled water, shall be furnished and installed adjacent to the battery location. The body of the battery filler shall be clearly marked "DISTILLED WATER" in letters not less than 12 mm in height.

**Flexible connection** (provided at radiator).

Flexible connection shall be prefabricated type and shall be commercial quality flexible glass fabric coated on both sides with neoprene or hypalon.

**Rigid ductwork.**

Rigid ductwork shall be 1.016 mm (minimum) galvanized steel sheet metal conforming to the latest edition of the SMACNA "Low Velocity Duct Construction Standards." Galvanized steel shall be cleaned by washing with mineral spirit solvent sufficient to remove any oil, grease or other materials foreign to the galvanized coating.

**Duct supports.**

Duct supports shall be hot-dip galvanized steel angle iron.

**Ducts and vents.**

Ductwork within the building shall be installed to clear obstructions.

Ductwork shall be installed and braced according to the plans and the latest edition of the SMACNA "HVAC Duct Construction Standards."

Duct sections shall be mechanically fastened with pop rivets or sheet metal screws and sealed with mastic or insulated, reinforced silver tape.

Sheet metal shrouds shall be adequately braced and supported from the floor or structure with structural steel angles to prevent sagging, flexing and vibration.

**Automatic Paralleling Switchboard.—**

The automatic paralleling switchboard shall be a complete freestanding assembly that contains the controls and circuit breakers for paralleling engine generator sets in prime power operation and photovoltaic system as shown on the plans. The engine generator sets are rated 30kW, 0.8 PF, 120/240 volts, 3-Phase, 4-Wire, 60Hz. The equipment shall be rated for 120/240 volts, 3-Phase, 60Hz. The integrated equipment short circuit current rating shall be 35kAIC. The cross bus rating shall be 800 amperes. All rating must be based on UL 891 standard temperature rise.

The switchboard shall be a totally enclosed dead front free standing low voltage switchboard assembly designed for indoors (NEMA 1) installation. Hinged front doors with keyed locks (keyed alike) shall be provided. The sides and rear shall be covered with removable bolt-on covers. A rigid removable steel base channel shall be provided at the front and rear of each section. The exterior finish shall be medium ANSI #49 gray.

All incoming and outgoing power conductors shall be routed through the rear and sides of the switchboard. Current transformers, potential transformers, fuse blocks and terminal blocks within the switchboard shall be

furnished as required. Control wiring shall be labeled with wire numbers at both ends with permanent marking with wire numbers corresponding to the equipment drawings supplied. All control equipment shall be identified with nameplates fastened with self-tapping, cadmium-plated screws or nickel-plated bolts.

All bus bars shall be braced to withstand integrated equipment short circuit rating of 35kAIC. The bus bars shall be copper bus bars and shall be silver-plated along its entire length. A full capacity neutral bus shall be furnished where a neutral bus is indicated on the equipment drawings. A copper ground bus shall be furnished firmly secured to each vertical section structure and shall extend the entire length of the switchboard. The ground bus short time withstands rating shall meet that of the largest circuit breaker within the assembly.

**Circuit Breakers.—**

All Circuit breakers shall be molded case circuit breakers, rating and function as shown in the following table:

Breaker Name (Qty)	Frame Size	Trip Setting	Interrupt Rating kAIC	Trip Unit Functions	Spring Charge Voltage	Shunt Close Voltage	Shunt Trip Voltage	Comments
52G1 (1)	600 A	100 A	35	LI	120	120	120	100% rated E/O
52G2 (1)	600 A	100 A	35	LI	120	120	120	100% rated E/O
52G3 (1)	600 A	100 A	35	LI	120	120	120	100% rated E/O
52TG (1)	600 A	300 A	35	LI	120	120	120	100% rated E/O
52F (8)	150 A	100 A	35	LI			120	100% rated *
52F (2)	150 A	150 A	35	LI	120	120	120	100% E/O *
52F (1)	225 A	200 A	35	LI			120	100% rated *
52F (1)	150 A	150 A	35	LI			120	100% rated *
52F (1)	150 A	70 A	35	LI			120	100% rated *
52F (1)	150 A	50 A	35	LI			120	100% rated *

- \* Feeder breakers are 2 pole 240V
- LI: Long Time Instantaneous
- E/O: Electrically operated breaker

All breakers shall be UL listed for application in their intended enclosures for 100% of their continuous ampere rating. The Generator circuit breakers, 52G1, G2 & G3 shall be suitable for the required instantaneous rating without the use of external current limiting fuses and shall have field interchangeable electrical accessories including shunt trip, auxiliary contacts, electrical operator, shunt close and trip unit. The Generator Circuit breakers, 52G1, G2 & G3 shall be electrically operated, and shall have stored energy operating mechanisms. The release of the energy to close the breaker manually shall be by means of a mechanical pushbutton. Electrical close shall be initiated by means of a release solenoid.

The Electrically operated circuit breakers as shown on the plans shall be complete with motor charger, open and close trip coils, plus indicators to show the position of the circuit breaker contacts. On the front face of the circuit breaker there shall be buttons to open and close the circuit breaker. Also displayed shall be the status of the closing springs and the circuit breaker's position in the cell. An indicator shall show 'charged – not OK to close' if the closing springs are charged, but the breaker is not ready to close. The circuit breaker shall provide long service life. The circuit breakers must be certified to perform a minimum of 10,000 operations without any required maintenance.

**Generator Circuit Breaker Trip Units.—**

Generator Circuit breakers, 52G1, G2 & G3 shall be provided with trip unit functions as show in the table above. All trip units shall be UL listed as field replaceable and upgradeable without special adjustments to the mechanism. The circuit breaker trip system shall be an electronic trip unit. Trip unit functions shall consist of

adjustable long time pickup and delay and instantaneous pickup. Short time pickup and delay and/or ground fault pickup and delay shall be provided when specified. Adjustable long time pickup and delay shall be available in an instantaneous rating plug that is UL listed as field replaceable. The adjustable rating plug shall allow for nine long time pickup settings from 0.4 – 1.0 times the sensor plug. All trip units shall have the capability for the adjustments to be set and read locally by rotating a dial. The trip units shall provide local trip indication, including reason for trip and have this information communicate via Modbus RTU directly from the trip unit without a translator. All trip units shall include a thermal imaging function to accurately protect cables or bus bars in the case of repetitive low-level faults. The thermal imaging function shall remember and integrate the thermal heating effects of the faults and automatically adjust the time delay of the tripping functions.

**Generator Breaker Compartment.—**

The generator breaker compartment shall contain the generator circuit breakers, 52G1, G2 & G3 and the following control and indication:

1. Emergency stop pushbutton.
2. Generator set running - White LED.
3. Circuit breaker open - Green LED.
4. Circuit breaker closed - Red LED.

**Control Power.—**

Each generator set's controls shall be power from its 24VDC starting battery. Master control power shall be derived from the best of the generator set starting batteries. A DC-DC converter with a 10-30 VDC input and a 24VDC output shall be used to power the PLC, touch screen interface, and Ethernet hub.

**Programmable Logic Controller (PLC) .—**

There shall be one master PLC complete with CPU and communications for overall system control. Each generator set shall have its own PLC complete with CPU, communications, inputs /outputs, and analog outputs for speed and voltage control. In order to improve availability of service parts and use of the most current technology, use of non-PLC or "black box" controls for these functions is prohibited. The PLC system shall accommodate the replacement of modules without having to disconnect field wiring or use any specialized tools.

Each PLC CPU shall have one RJ45 Ethernet port and one RS-485 Modbus port.

The PLC CPU shall have one status LED to indicate that the CPU is running, one status LED to indicate there is activity on the Ethernet port, and one LED to indicate the LAN status.

The PLC shall be a standard industry PLC. The manufacture and model shall be as recommended by the generator supplier.

**Automatic Synchronizer.—**

The generator set automatic synchronizer shall be part of the generator set PLC logic in the switchgear. The setup and fine-tuning of the automatic synchronizer shall be through the system's touch screen interface. Use of external synchronization devices on the generator shall not be acceptable.

**Load / Paralleling Controller.—**

The generator set load sharing shall be part of the generator set PLC logic in the switchgear. The setup and fine-tuning of the automatic synchronizer shall be through the system's touch screen interface.

**Communication.—**

The generator set controller shall communicate to its PLC in the paralleling switchboard using Modbus RTU. Each generator shall communicate over a dedicated communication connection. Use of proprietary networks shall not be acceptable. The PLCs shall communicate to each other PLC and their remote I/O using Modbus Plus. The PLCs shall communicate to the touch screen interface using Modbus TCP/IP. There shall be a spare RS-485 Modbus port in the master PLC.

## **Sequence of Operation.—**

### **A. Loss of Normal (Photovoltaic System):**

The Photovoltaic System sends a start signal to the paralleling switchboard as shown on the plans. A start signal from paralleling switchboard shall cause all available generator sets to start. The first generator set that reaches rated voltage and frequency shall close its circuit breaker to the dead generator paralleling bus. First on logic shall prevent two or more generator sets from simultaneously closing to the dead generator paralleling bus. The Photovoltaic System electrically operated circuit breaker feeding the paralleling switchboard shall open. The electrically operated generator bus tie breaker shall close to feed all loads.

As the remaining generator sets reach rated voltage and frequency, synchronizer logic in the PLC shall bring them into synchronism with the generator paralleling bus and then close their circuit breakers if required by the load.

Isosynchronous load-sharing logic in the PLC shall divide the load equally among the on-line generator sets. Reactive load control logic in the generator set controller shall control reactive load division during paralleled operation.

As each generator connects to the generator paralleling bus, feeder breakers shall close as set by their priority level.

### **B. Return of Normal (Photovoltaic System):**

When the paralleling switchboard senses return of the normal source (from Photovoltaic System), it shall retransfer after a stabilization time delay. After the Photovoltaic System failure start signal is removed, the generator bus tie breaker shall open, and the generators shall run on a cool down cycle and shutdown. The Generator Breakers shall open. The Photovoltaic System electrically operated circuit breaker feeding the paralleling switchgear shall close to feed distribution breakers in paralleling switchgear.

### **C. Test - Generator Parallel:**

All generator sets in auto shall start. The first generator set that reaches rated voltage and frequency shall close its circuit breaker to the dead generator paralleling bus. First on logic shall prevent two or more generator sets from simultaneously closing to the dead bus. As the remaining generator sets reach rated voltage and frequency, synchronizer logic in the PLC shall bring them into synchronism with the generator paralleling bus and then close their circuit breakers.

### **D. Generator Management:**

The master PLC shall optimize the number of on-line generator sets based on the kW requirement of the load. Each generator set shall be assigned a priority level. Higher priority units shall be sequenced on in the order of their priority and taken off on reverse priority. Time delay set points shall determine the time delay for sequencing units on and off line. There shall be a separate time delay for system overload. The generator sets shall be soft-loaded and unloaded.

If enabled, Generator Management shall be active when the system is in emergency mode due to relay contact closer of the master inverter/charger in PV power center. If any on-line generator set fails or has a pre-alarm, Generator management shall be aborted and all off-line generator sets shall start and go on-line. Generator management shall be enabled or disabled on the touch screen interface.

## **Load Control (Load add/shed) .—**

- A. If the main bus experiences an under frequency condition for 4 seconds (adjustable through the touch screen), priority 3 load shed contacts shall be energized and third priority loads shall be shed. If the under frequency condition still exists for 4 seconds after shedding 3rd priority loads, the priority 2 load shed contacts shall be energized and second priority loads shall be shed. This sequence will continue until the under- frequency condition no longer exists.

First priority loads shall never be shed.

This sequence shall operate in AUTO or MAN modes.

- B. If the load exceeds the capacity of available generators on line (110% of each generator capacity) for 10 seconds, the lowest priority load will be shed. Priority 3 load shed contacts shall be energized and the 3rd priority load shall be shed.

If the overloading condition still exists, the priority 2 load shed contacts shall be energized and second priority loads will be shed. Load priorities shall be shed on time intervals until the overloading condition no longer exists.

- C. The load shed relay contacts shall be used to reduce the load by opening the lowest priority load circuit breakers. This reduces loads to within the capacity of the operating generators, which requires the load breakers to be electrically operated.

Load add and load shed controls shall be programmed through the touch screen and shall allow the operator to select which loads are fed from the system. However, an under frequency condition, as described in sequence above, shall bypass the temporary settings and re-energize the load shed contacts.

### **Touch-Screen Interface.—**

#### **General.—**

A color graphical Windows based door mounted industrial PC and touch screen interface shall be provided to monitor, control and configure the system. The touch screen shall function as an operator interface only. The paralleling system shall continue to function with a complete failure of the touch screen. The Operator interface shall utilize Smart Screen technology providing the following features:

1. Operation step display with animated flow chart logic providing the user with real time feedback on parameters, sequence steps, upcoming operations, decision choices and diagnostics.
2. Smart screens shall display the current sequence, controls, meters and indicators for the operational step being performed and shall change to reflect the sequence of operation as the system.
3. The smart screen system shall act as a training and service diagnostics tool to provide step by step sequence information and logical choices for the user when operating the system and to inform the servicing the system where operational issues may have taken place.
4. User manuals and drawings shall be available through the smart screen system as a pop-up display utilizing PDF format.

The display shall be 380 millimeter TFT 256 colors. The screen resolution shall be 1024 x 768 pixels. The application program shall be stored on a PCMCIA card. The touch screen interface shall have a minimum of three levels of password protection. The computer shall have ports for USB communications, Ethernet/Modbus TCP/IP and Modbus RTU communications. The system shall have an Ethernet system RJ45 and USB and 120VAC connections on the front of the Master section assembly to provide simple connection for laptop, memory stick and other field service connections.

#### **Touch-Screen Interface - Screens.—**

The Touch-Screen Interface shall have the following screens:

- A. One Line Screen:

The one-line screen shall display an animated one-line representation of the system. The screen shall have the following elements:

1. Animated graphic showing if each circuit breaker is open or closed.
2. Animated status (energized or de-energized) of each bus.
3. Animated status showing if a generator set is running, is running in cool-down, or has an active alarm.
4. 4.Voltage, Current, kW, and Frequency of each generator set.

B. Each generator set shall have the following screens:

1. The Generator set (Genset) Control Screen shall display the following:
  - a. Genset / Circuit breaker control switch – a five (5) position switch shall control the operation of the genset and generator paralleling circuit breaker. The switch shall have the following positions:
    - a) SHUTDOWN – Shall immediately shutdown the generator and open the generator paralleling circuit breaker.
    - b) OFF – If the generator is running, shall put the generator in cool-down and open the generator-paralleling breaker.
    - c) AUTO – Genset shall be under the control of the automatic circuitry.
    - d) RUN/OPEN – When the operator places the switch in this position, the generator shall start and run. If the generator paralleling breaker closed, it shall open.
    - e) RUN/CLOSED – When the operator places the switch in this position, the generator shall start and the circuit breaker shall close. If the generator is running, the breaker shall close.
  - b. Load Control:

The load control shall display and allow the operator to select between load share mode and base load mode.
  - c. Metering - The following generator metering shall be displayed:
    - a) Voltage
    - b) Frequency
    - c) kW
    - d) Amps
  - d. Status - The following generator status shall be displayed:
    - a) Breaker Status – Open or Closed
    - b) Genset Status – Running or Cool-down
2. Synchronizer Control Screen Shall display the following:
  - a. Synchronizer Control Switch – Shall be a three- (3) position switch.
    - a) OFF – Disables the synchronizer.
    - b) CHECK – Shall cause the generator set to synchronize to the generator paralleling bus, but not issue a breaker close signal.
    - c) AUTO – Shall cause the generator set to synchronize to the generator paralleling bus and issue a breaker close signal when synchronized.
  - b. Metering – The following metering shall be displayed:
    - a) Generator Voltage
    - b) Generator Frequency
    - c) Paralleling Bus Voltage
    - d) Paralleling Bus Frequency
    - e) Synchroscope

- c. Status – The following status shall be displayed:
  - a) Synch Active
  - b) Voltage Matched
  - c) Phase Matched
  
- 3. Generator metering screen shall display the following:
  - a. Voltage – Line to Line - Bar Graph and Digital
  - b. Current – A,B, and C – Bar Graph and Digital
  - c. kW – Total – Bar Graph and Digital
  - d. Frequency – Digital
  - e. Power Factor – Digital
  - f. Percent loaded – Digital
  
- 4. Engine metering screen shall display the following:
  - a. Battery voltage – Bar Graph and Digital
  - b. Oil Pressure – Bar Graph and Digital
  - c. Coolant Temperature – Bar Graph and Digital
  - d. Engine Speed – Bar Graph and Digital
  - e. Engine total run time
  
- 5. Relay Setup screen shall allow the operator to set the following protective relays located in the generator set controller:
  - a. 27/59 - Over/Under Voltage
  - b. 81O/U - Over/Under Frequency
  - c. 32 - Reverse Power
  - d. 40 - Loss of Field (Reverse VAR)
  
- C. System Control Screen:
  - 1. No load test start/stop push-buttons.
  - 2. Load test start/stop push-buttons.
  - 3. Generator management setup and control.
  - 4. Load add/shed setup and control.
  - 5. Feeder breaker control.
  - 6. System communication status.
  
- D. Control setup Screen:
 

The operator shall be able to access and adjust all system set points including the settings and fine adjustment controls for the system's load sharing and synchronization functions using the touch screen interface.

  - 1. Speed bias and voltage bias setup.
  - 2. Synchronizer setup.
  - 3. Load control setup.
  - 4. Load share gain setup.

E. Alarm and Status Log:

The touch-screen's alarm and status log shall contain the last 10,000 events. Each Alarm or Status event shall be time stamped with the time it occurred, the time it was acknowledged, and the time it was cleared. A red alarm shall light anytime there is an unacknowledged system alarm or status message.

1. The following alarms and status shall be displayed for each generator:
  - a. Emergency stop
  - b. Communication loss with generator set controller
  - c. Low oil pressure shutdown
  - d. Low oil pressure pre-alarm
  - e. High coolant temperature shutdown
  - f. High coolant temperature pre-alarm
  - g. Low fuel pressure
  - h. Low coolant temperature
  - i. Gen set controller not in auto
  - j. Engine control switch position
  - k. Loss of field
  - l. Under frequency
  - m. Over frequency
  - n. Under voltage
  - o. Over voltage
  - p. Over speed
  - q. Over crank
  - r. Reverse power
  - s. Fail to synchronize
  - t. Breaker fail to close
  - u. Breaker over current trip
2. The following master alarms and statuses shall be displayed:
  - a. Start signal present
  - b. Start signal removed
  - c. Load shed priority
  - d. Feeder breaker over current trip
3. The following dry contacts shall be provided:
  - a. Master Alarm.
4. System Report Generation:
  - a. The system shall be capable of displaying and exporting the following reports:
    - a) System Settings Report.
    - b) Generator Settings Report.
    - c) Plant Test Report – including all current operational parameters.
    - d) NFPA compliant JCAHO report.
    - e) Alarm Summary Report.
    - f) System manual and drawings.

5. Trending:
  - a. The system shall support historical and real time trending.
  - b. Trending shall display the following:
    - a) Load kW
    - b) Individual Generator kW
    - c) Individual Generator kVAR
    - d) Individual Generator Voltage
    - e) Individual Generator amps per phase
    - f) Individual Generator frequency
    - g) Individual Engine RPM
    - h) Individual Engine Battery Voltage
    - i) Individual Engine Oil Pressure
    - j) Individual Engine Water Temperature
  - c. Trending screens shall be adjustable in timeline and scale.

F. Remote Monitoring and control:

1. Remote monitoring capability shall be accomplished via a standard web browser that allows both monitoring and control of the paralleling system without the need of additional software.
2. Remote communications shall be derived from an integrated web server for Internet/Intranet or dial-up modem communication.
3. Screens viewed remotely shall be identical to those viewed locally from the graphical touch screen interface.
4. System shall be capable of providing fault conditions via e-mail.

**Factory Testing.—**

After assembly the automatic paralleling switchboard shall be inspected, operated, and tested at the factory prior to shipment.

The tests and inspections shall include, the following:

1. Verify circuit continuity and wiring.
2. Operate all circuit breakers and other movable devices.
3. Verify operation of all meters, relays, and control circuits.
4. Verify equipment arrangements, types, and ratings for conformance with equipment drawings supplied.
5. Verify phasing of the switchboard bus, instrument, and control circuits.

The switchboard manufacturer shall test the switchboard with the project generator sets and simulate transfer and load shed/add scheme prior to shipment from the factory to jobsite.

**EXECUTION.--**

The engine-generator set shall be installed on a concrete slab as shown on the plans.

Anchoring devices shall be as recommended by the engine-generator manufacturer and shall be installed to fasten the engine-generator set securely to the concrete slab.

Vibration isolators shall be installed between the engine base and the concrete slab. The type and size of the isolators shall be as recommended by the engine-generator manufacturer.

The automatic paralleling switchboard shall be installed as shown on the plans and as recommended by the manufacturer.

## **TESTING.--**

The engine-generator power generating system, and automatic paralleling switchboard, shall be tested at completion of installation and adjustments.

The automatic paralleling switchboard and generator manufacturer shall provide a qualified startup technician to assist the installing contractor in commissioning and performing the on-site testing of the generating system and automatic paralleling switchboard.

All necessary materials, test equipment and recording instruments, and labor required for the tests shall be furnished. The Contractor shall notify the Engineer not less than 10 working days in advance of testing. Testing shall be performed in the presence of the Engineer.

The engine-generator power generating system shall be tested for compliance with the conditions shown on the plans and the requirements specified in these special provisions.

Tests shall utilize a resistive load bank. All transient requirements shall be demonstrated by means of recording instruments. All engine safety shutdown devices shall be demonstrated.

A battery and starter test shall consist of 30 seconds of continuous cold with out engine start, followed by immediately by a normal engine start without excessive starter laboring.

A 4-hour heat run shall be conducted at 100 percent of generator rated full load capacity at the specified rated voltage.

## **Warranty and Maintenance.—**

The generator set manufacturer shall provide the warranty for the switchboard.

- A. The switchboard shall be guaranteed against defective material and workmanship in accordance with the manufacturer's published warranty from date of start-up. Optional warranties shall be available upon request.
- B. The switchboard manufacturer and its distributor shall maintain a 24-hour parts and service organization. This organization shall be regularly engaged in a maintenance contract program to perform preventive maintenance and service on equipment similar to that specified. A service agreement shall be available and shall include system operation under simulated operating conditions, adjustment to the generator, transfer switch, and switchboard controls as required, and certification in the owner's maintenance log of repairs made and proper functioning of all systems.

## **Drawings and Manuals.—**

The paralleling switchboard manufacturer shall provide the necessary interconnection diagrams for connecting the paralleling switchboard to the generator sets.

- A. One (1) paper copy of the manual shall ship with the switchboard. Two (2) additional paper copies of the manual shall be supplied four (4) weeks after shipment.
- B. Five (5) switchboard operation manuals shall be supplied in electronic format on a Compact Disc (CD) four (4) weeks after shipment. The electronic operation manual shall have the wiring diagrams and drawings linked and cross-referenced to a drawing index; and electronic component manuals linked and cross-referenced to that manual's table of contents and, if available, that manual's index.
- C. The instruction manuals shall contain installation instructions, an operating sequence that explains the sequence of operation for all modes, a bill of material, a complete wiring diagram package, and a copy of all major component manuals.

## **Training.—**

The Contractor shall provide four hours of on-site training on the use, operation, and maintenance of the complete system for not more than 8 designated State employees. The Contractor shall notify the Engineer in writing not less than 10 days in advance of proposed training class.