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

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

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS
INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS

AND

SPECIAL PROVISIONS

FOR BUILDING CONSTRUCTION ADJACENT TO

SAN BERNADINO COUNTY IN YUCCA VALLEY AT THE PARADISE VALLEY MAINTENANCE STATION AT 6690 LA CONTENTA ROAD

CONTRACT NO. 08-375304

08-SBd-5724

Bids Open: May 15, 2008

Dated: April 14, 2008

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IMPORTANT SPECIAL NOTICES

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- Attention is directed to Division 0.2, "Proposal Requirements and Conditions" of these special provisions, for new requirements concerning a "DVBE Incentive Evaluation" and a "Small Business Enterprise Goal."

- Attention is directed to Division 0.3, "Award and Execution of Contract" of these special provisions, for new requirement concerning a "A Small Business Participation Report."

- The anticipated period of time within which the contract may be awarded has been extended for this project. See Division 0.3, "Award and Execution of Contract," of these Special Provisions.

- 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

NOTICE TO CONTRACTORS

CONTRACT NO. 08-375304

08-SBd-5724

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR BUILDING CONSTRUCTION ADJACENT TO SAN BERNADINO COUNTY IN YUCCA VALLEY AT THE PARADISE VALLEY MAINTENANCE STATION AT 6690 LA CONTENTA ROAD

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on May 15, 2008, at which time they will be publicly opened and read in Room C - 1116 at the same address.

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

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR BUILDING CONSTRUCTION ADJACENT TO SAN BERNADINO COUNTY IN YUCCA VALLEY AT THE PARADISE VALLEY MAINTENANCE STATION AT 6690 LA CONTENTA ROAD

General work description: Rehabilitate equipment barn, install emulsion tank and storage bins.

This project has a goal of 5 percent Disabled Veteran Business Enterprise (DVBE) participation.

No prebid meeting is scheduled for this project.

Bids are required for the entire work described herein.

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

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

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

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

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

Bidder inquiries may be made as follows:

The Department will consider bidder inquiries only when completed "Bidder Inquiry" form is submitted. A copy of the "Bidder Inquiry" form is available on the Internet at the address shown below. Submit "Bidder Inquiry" forms to:

Department of Transportation
Construction Program Duty Senior
464 West 4th Street, 6th Floor, CCO/Pre-Bid Inquiry Desk
San Bernardino, CA 92401-1400

Fax Number: (909) 383-6739
http://www.dot.ca.gov/dist8/construction

To expedite processing, submittal of "Bidder Inquiry" forms via internet is preferred.

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/dist8/construction

The responses to bidder's inquiries, unless incorporated into formal addenda to the contract, are not part of the contract and are provided for bidder's convenience only. In some instances, the question and answer may represent a summary of the matters discussed rather than a word-for-word recitation. The availability or use of information provided in the responses to bidder's inquiries is not to be construed in any way as a waiver of the provisions of Section 1-1.03 of the Instructions to Bidders or any other provision of the contract, the plans, General Conditions, Instructions to Bidders or Special Provisions, nor to excuse the contractor from full compliance with those contract requirements. Bidders are cautioned that subsequent to responses or contract addenda may affect or vary a response previously given.

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 April 14, 2008

LLS

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

INSTRUCTIONS TO BIDDERS
AND
GENERAL CONDITIONS
FOR
BUILDING CONSTRUCTION

January 2008

Issued by

DEPARTMENT OF TRANSPORTATION

Contract No. 08-375304

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

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

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

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

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

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

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

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

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

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

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

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

1-1.04 PROPOSAL FORMS

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

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

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

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

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

1-1.05 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

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

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

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

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

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

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

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

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

1-1.08 PROPOSAL GUARANTY

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

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

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

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

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

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

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

1-1.10 WITHDRAWAL OF PROPOSALS

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

1-1.11 PUBLIC OPENING OF PROPOSALS

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

1-1.12 REJECTION OF PROPOSALS

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

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

1-1.13 COMPETITIVE BIDDING

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

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

1-1.14 RELIEF OF BIDDERS

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

1-1.15 INELIGIBILITY TO CONTRACT

Public Contract Code Section 10285.1 provides as follows:

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

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

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

SECTION 2

AWARD AND EXECUTION OF CONTRACT

2-1.01 AWARD OF CONTRACT

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

2-1.02 RETURN OF PROPOSAL GUARANTIES

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

2-1.03 CONTRACT BONDS

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

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

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

2-1.04 INSURANCE POLICIES

The successful bidder shall submit:

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

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

2-1.05 EXECUTION OF CONTRACT

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

2-1.06 FAILURE TO EXECUTE CONTRACT

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

2-1.05 RETURN OF PROPOSAL GUARANTIES

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

GENERAL CONDITIONS

SECTION 1

DEFINITIONS AND TERMS

1-1.01 GENERAL

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

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

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

1. Use of:

    1.1. Imperative mood
    1.2. Introductory modifiers
    1.3. Conditional clauses
2. Elimination of:

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

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

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

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

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

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

1-1.02 ACCEPTANCE

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

1-1.03 ADDENDUM

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

1-1.04 BIDDER

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

1-1.05 BUSINESS DAY

Day on the calendar except Saturday or holiday.

1-1.06 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.

1-1.07 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.

1-1.08 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.

1-1.09 DAYS

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

1-1.10 DEDUCTION

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

1-1.11 DEPARTMENT

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

1-1.12 DIRECTOR

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

1-1.13 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.

1-1.14 FEDERAL-AID CONTRACT

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

1-1.15 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.

1-1.16 HOLIDAY

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

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

1-1.17 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.

1-1.18 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.

1-1.19 OFFICES OF STRUCTURE DESIGN

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

1-1.20 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.

1-1.21 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.

1-1.22 PROPOSAL

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

1-1.23 PROPOSAL FORM

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

1-1.24 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.

1-1.25 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.

1-1.26 STATE

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

1-1.27 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.

1-1.28 WITHHOLD

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

1-1.29 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.

1-1.30 WORK SITE

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

1-1.31 ABBREVIATIONS

AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association

API	American Petroleum Institute.
AREMA	American Railway Engineering and Maintenance-of-Way Association
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CBC	California Building Code
CEC	California Electrical Code
CMC	California Mechanical Code
CPC	California Plumbing Code
CS	Commercial Standards (US Department of Commerce)
EIA	Electronic Industries Association
ESO	Electrical Safety Orders
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specification
IEEE	Institute of Electrical and Electronics Engineers
ICBO	International Conference of Building Officials
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NPCA	National Precast Concrete Association
PEI	Porcelain Enamel Institute
PS	Product Standard (US Department of Commerce)
RIS	Redwood Inspection Service
SCPI	Structural Clay Products Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSPC	The Society for Protective Coatings
TCA	Tile Council of America
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters' Laboratory
UPC	Uniform Plumbing Code
WCLB	Grade Stamp for WCLIB
WCLIB	West Coast Lumber Inspection Bureau (Grade Stamped WCLB)
WIC	Woodwork Institute of California
WWPA	Western Wood Products' Association

Units of Measurement

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

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

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.005 General

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

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

The Engineer furnishes the following in writing:

1. Approvals
2. Notifications
3. Orders

The Contractor must furnish the following in writing:

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

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

Convert foreign language documents to English.

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

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

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

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

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

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

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

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

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

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

2-1.01 AUTHORITY OF ENGINEER

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

2-1.02 INTENT OF PLANS AND SPECIAL PROVISIONS

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

2-1.03 CONTRACT COMPONENTS

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

If a discrepancy exists:

1. The governing ranking of contract parts in descending order is:

    1.1. Special provisions
    1.2. Project drawings
    1.5. Amendments to the Instructions to Bidders and to the General Conditions
    1.6. Instructions to Bidders and General Conditions
    1.7. Project information

2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

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

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

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

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

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

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

Shop Drawings

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

Descriptive Data

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

Samples

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

Alternatives

A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.

Submit a substitution request within a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves the substitution:

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

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

2-1.045A Contractor's Notification

Promptly notify the Engineer if you find either of the following:

1. Physical conditions differing materially from either of the following:

    1.1. Contract documents
    1.2. Job site examination

2. 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

Include details explaining the information you relied on and the material differences you discovered.

If you fail to notify the Engineer promptly, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

2-1.045B Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

2-1.045C Protests

You may protest the Engineer's decision by:

1. Submitting an Initial Notice of Potential Claim within 5 business days after receipt of the Engineer's notification
2. Complying with claim procedures

The Initial Notice of Potential Claim must detail the differences in your position from the Engineer's determination and support your position with additional information, including additional geotechnical data. Attach to the Initial Notice of Potential Claim a certification stating that you complied with Section 1-1.03, "Examination of Plans, Special Provisions, Contract, and Site of Work."

Promptly submit supplementary information when obtained.

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

2-1.095 FINAL INSPECTION

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

2-1.10 REMOVAL OF REJECTED AND UNAUTHORIZED WORK

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

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

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

2-1.11 COST REDUCTION INCENTIVE

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

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

Cost reduction proposals shall contain the following information:

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

The provisions of this Section 2-1.11 shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design will not be considered as an acceptable cost reduction proposal; and the Department will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any cost reduction proposal. If a cost reduction proposal is similar to a change in the plans or special provisions, under consideration by the Department for the project, at the time the proposal is submitted or if the proposal is based upon or similar to standard special provisions

adopted by the Department after the advertisement for the contract, the Engineer will not accept the proposal, and the Department reserves the right to make the changes without compensation to the Contractor under the provisions of this section.

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

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

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

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

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

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

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

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

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

SECTION 3

CHANGES IN THE WORK

3-1.01 CHANGES

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

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

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

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

3-1.01A Ordinary Changes

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

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

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

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

3-1.01B Indeterminate Type Changes

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

3-1.01C Agreed Cost For Changes

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

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

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

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

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

3-1.01E Allowable Costs For Changes

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

3-1.01E(1) Labor

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

3-1.01E(2) Materials

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

3-1.01E(3) Equipment

The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Engineer in the performance of the changed work. No payment will be made for time while equipment is inoperative due to breakdowns or on days when no work is performed. In addition, the rental time shall include the time required to

move the equipment to the work from the nearest available source of the required equipment, and to return it to the source. If the equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed work during the time between move in and move out. Individual pieces of equipment having a replacement value of $500 or less shall be considered to be tools or small equipment, and no payment will be made therefor. For equipment owned, furnished, or rented by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the work is performed.

3-1.01E(4) Markups

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

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

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

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

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

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

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

3-1.01E(5) General Limitation

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

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

SECTION 4

CONTROL OF MATERIALS

4-1.01 MATERIALS

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

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

Materials to be used in the work will be subject to inspection and tests by the Engineer or the Engineer's designated representative. The Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests if made, and that inspection and testing performed by the State shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

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

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

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

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

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

4-1.02 PRODUCT AND REFERENCE STANDARDS

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

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

4-1.03 SAMPLING AND TESTING OF MATERIALS

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

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

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

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

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

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

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

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

4-1.035 TESTING BY CONTRACTOR

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

4-1.04 CERTIFICATES OF COMPLIANCE

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

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

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

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

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITIES

5-1.01 LAWS TO BE OBSERVED

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

5-1.01A Hours of Labor

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

5-1.01B Labor Nondiscrimination

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

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

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

NONDISCRIMINATION CLAUSE

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

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION

CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)

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

1. As used in the specifications:

   a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
   b. "Minority" includes:

      (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
      (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
      (iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
      (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of $5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
   c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
   d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
   e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

5-1.01C Prevailing Wage

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

prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

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

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

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

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

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

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

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

5-1.01D Travel And Subsistence Payments

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

5-1.01E Payroll Records

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.01F Trench Safety

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

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

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

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

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

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

5-1.01G Apprentices

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

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

5-1.01H Fair Labor Standards Act

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

5-1.01I (Blank)

5-1.01J Air Pollution Control

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

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

5-1.01K Use Of Pesticides

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

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, 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 erosible earth material, which may cause water pollution, exceeding 750,000 ft^2 (70 000 m^2) for each separate location, operation, or spread of equipment before either temporary or permanent erosion control measures are accomplished.

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

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

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

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

The Contractor shall also conform to the following provisions:

1. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.

2. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.

3. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.

4. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.

5. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.

6. Portland cement or fresh portland cement concrete shall not be allowed to enter flowing water of streams.

7. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.

8. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.

9. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.

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

5-1.01S REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

5-1.01T SOLID WASTE DISPOSAL AND RECYCLING REPORT

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

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

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

Properly label containers as shown:

DANGER
CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD

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

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

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

5-1.01U ARCHAEOLOGICAL DISCOVERIES

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

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

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

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

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

Prehistoric Native American archaeological materials include:

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

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

5-1.02 PROTECTION AND USE OF PROPERTY

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

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

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

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

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

5-1.03 INDEMNIFICATION AND INSURANCE

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

5-1.031 Indemnification

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

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

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

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

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

5-1.032 Insurance

5-1.032A General

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

5-1.032B Casualty Insurance

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

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

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

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

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

- Contract execution constitutes certification submittal.
- The Contractor shall provide Employer's Liability Insurance in amounts not less than:

1. $1 000 000 for each accident for bodily injury by accident
2. $1 000 000 policy limit for bodily injury by disease
3. $1 000 000 for each employee for bodily injury by disease

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

5-1.032D Liability Insurance

5-1.032D(1)General

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

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

6. Contractual liability

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

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

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

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

- The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.
- The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

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

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

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

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

5-1.032E Automobile Liability Insurance

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

5-1.032F Policy Forms, Endorsements, and Certificates

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

5-1.032G Deductibles

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

5-1.032H Enforcement

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

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

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

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

5-1.032I Self-Insurance

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

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

5-1.04 OCCUPANCY BY THE DEPARTMENT PRIOR TO ACCEPTANCE

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

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

5-1.05 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

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

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

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

(2) Occupancy and use by the Department or the public prior to the completion of the entire project.

(3) Acts of the Federal Government or the public enemy.

5-1.06 RESPONSIBILITY FOR UTILITIES

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

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

5-1.07 PROPERTY RIGHTS IN MATERIALS

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

5-1.08 LEGAL ACTIONS AGAINST THE DEPARTMENT

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

5-1.09 NO PERSONAL LIABILITY

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

5-1.10 PATENTS

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

5-1.11 PAYMENT OF TAXES

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

Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the contract.

5-1.12 COOPERATION

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

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 SUBLETTING AND SUBCONTRACTING

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

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

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

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

6-1.02 ASSIGNMENT

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

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

6-1.03 BEGINNING OF WORK

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

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

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

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

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

6-1.04 PROGRESS SCHEDULE

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

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

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

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

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

6-1.05 SCHEDULE OF VALUES

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

6-1.06 TEMPORARY SUSPENSION OF WORK

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

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

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

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

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

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

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

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

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

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

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

6-1.07 TIME OF COMPLETION

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

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

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

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

Determination that a day is a nonworking day by reason of inclement weather or conditions resulting immediately therefrom shall be made and agreed upon during that day by conference between the Engineer and the Contractor. In the event of failure to agree, the Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date

for completion thereof, except when working days are not being charged in conformance with the provisions in Section 6-1.06, "Temporary Suspension of Work," of these General Conditions.

6-1.08 LIQUIDATED DAMAGES

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

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

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

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

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

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

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

6-1.09 TERMINATION

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

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

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

(1) The Engineer will issue the Contractor a written notice signed by the Director, specifying that the contract is to be terminated. Upon receipt of that written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

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

(2) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

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

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

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

(3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

(a) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination.
When in the opinion of the Engineer the cost of the work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the plans and special provisions and the excessive actual cost shall be disallowed.

(b) A reasonable allowance for profit on the cost of work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
(c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Engineer.
(d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

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

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

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

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

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

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

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 ACCEPTANCE

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

7-1.02 SCOPE OF PAYMENT

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

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

7-1.03 NOTICE OF POTENTIAL CLAIM

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

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

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

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

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

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

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

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

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

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

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

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

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute
2. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim

3. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 3, "Changes in the Work," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

    3.1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs
    3.2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs
    3.3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
    3.4. Other categories as specified by the Contractor or the Engineer

4. When an adjustment of contract time is requested the following information shall be provided:

    4.1. The specific dates for which contract time is being requested
    4.2. The specific reasons for entitlement to a contract time adjustment
    4.3. The specific provisions of the contract that provide the basis for the requested contract time adjustment
    4.4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.

5. The identification and copies of the Contractor's documents and the substance of oral communications that support the potential claim

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

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

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

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

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

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

7-1.04 STOP NOTICE WITHHOLDS

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

7-1.043 PERFORMANCE FAILURE WITHHOLDS

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

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

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

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

7-1.045 PENALTY WITHHOLDS

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

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

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

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

7-1.047 PROGRESS WITHHOLDS FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

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

7-1.05 PARTIAL PAYMENTS

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

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

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

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

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

7-1.055 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

7-1.06 RELEASE OF RETAINED FUNDS

The Department releases retained funds if you:

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

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

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

Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.

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

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

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

7-1.07 FINAL PAYMENT AND CLAIMS

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

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

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

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

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

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

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

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

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

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

> Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,
>
> _____ .
> *(name)*
>
> _____ *of*
> *(title)*
>
> _____ .
> *(company)*
>
> hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.
>
> Dated _____
>
> /s/ _____
>
> Subscribed and sworn before me this _____ day
>
> of _____ .
>
> _____
> *(Notary Public)*
> My Commission
> Expires _____

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

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

1. Allowable in conformance with the requirements in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31.
2. Adequately supported by reliable documentation.

3. Related solely to the project under examination.

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

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

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

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

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

7-1.075 INTEREST ON PAYMENTS

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

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

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

7-1.08 CLERICAL ERRORS

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

7-1.09 GUARANTEE

The Contractor hereby unconditionally guarantees that the work will be done in conformance with the requirements of the contract, and further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless a longer guarantee period is required by the special provisions. The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in conformance with the requirements of the contract or that

may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Department, ordinary wear and tear and unusual abuse or neglect excepted.

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

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

7-1.10 ARBITRATION

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 08-375304

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS

0.1 INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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

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

0.2 PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

0.22 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

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

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

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

1. "Disabled Veteran Business Enterprise" (DVBE) means a business concern certified as a DVBE by the Office of Small Business and DVBE Services, Department of General Services.
2. DVBEs must be certified on the date bids for the project are opened before credit may be allowed toward the DVBE goal. It is the Contractor's responsibility to verify that DVBEs are certified.
3. The disabled veteran business owner must be domiciled in the State of California.
4. A DVBE may participate as a prime contractor, as a subcontractor, as a joint venture partner with a prime or subcontractor, or as a vendor of material or supplies.
5. The DVBE must perform a commercially useful function, that is, be responsible for the execution of a distinct element of the work and carry out its responsibility by actually performing, managing, or supervising the work. An extra participant will not be considered to perform a commercially useful function.
6. Credit for DVBE prime contractors will be 100 percent of the contract price.

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

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

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

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

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

0.221 DVBE GOAL FOR THIS PROJECT

The Disabled Veteran Business Enterprise (DVBE) participation goal for this project: 5 percent.

0.222 SUBMISSION OF DVBE INFORMATION

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

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

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

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

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

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

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

0.23 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES

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

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

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

0.231 SMALL BUSINESS PREFERENCE

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

0.232 NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

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

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

0.24 CALIFORNIA COMPANY PREFERENCE

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

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

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

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

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

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

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

0.25 DVBE INCENTIVE EVALUATION

The Department applies the Small Business and Non-Small Business preference during bid verification and proceeds with the following evaluation for DVBE incentive.

The Department grants a DVBE incentive to bidders who achieve a DVBE participation of 1 percent or greater of the value of their bid (Mil & Vet Code and Code of Regs § 1896.98 et seq).

The DVBE incentive is a reduction, for bid comparison only, in the total bid submitted by the lesser of:

1. Percentage of DVBE achievement, rounded to 2 decimal places
2. 5 percent of the total bid of the apparent low bidder
3. $100,000

If the 2nd and 3rd low bids are within the lesser of 5 percent or $100,000 from the low bid, the Department applies DVBE incentive to the 3 lowest bids and determines if bid ranking changes. New bid ranking cannot displace a small business bidder.

The Department proceeds with awarding the contract to the new apparent low bidder and posts the new verified bid results at:

http://www.dot.ca.gov/hq/esc/oe/awards/bidsum_html/6week_list.html.

0.26 SMALL BUSINESS ENTERPRISE GOAL

The Department has established an overall 25 percent small business participation goal. To determine if the goal is achieved, the Department is tracking small business participation on all contracts.

Contractors, subcontractors, suppliers, and service providers who qualify as small business are encouraged to apply for certification as a small business by submitting their application to:

Office of Small Business and DVBE Services
Department of General Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940 or (800) 559-5529

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 will be made within 60 days after the opening of the proposals. This period will be subject to extension for a further period as may be agreed upon in writing between the Department and the bidder concerned.

The contract will be awarded to the lowest responsible bidder meeting the contract requirements.

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

A Small Business Participation Report will be included in the contract documents to be executed by the successful bidder. The purpose of this form is to collect small business participation data. Even if no small business participation is reported, the successful bidder must execute and return the form.

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

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

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

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

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

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

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

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

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

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

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

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

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

0.4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Complete the work within 125 working days starting on the 15th day after contract approval or on the day you start work at the job site, whichever occurs first.

Liquidated damages are $1,200 per day starting on the 1st day after exceeding 125 working days.

0.5 GENERAL - MISCELLANEOUS

0.581 SUBCONTRACTING

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

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

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

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

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

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

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

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

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

0.5811 NON-SMALL BUSINESS SUBCONTRACTING

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

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

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

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

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

0.591 PAYMENT OF WITHHELD FUNDS

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

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

DIVISION 1. GENERAL REQUIREMENTS

1.01 SCOPE

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 existing roll up doors with electrically operated sectional doors, replacing insulation in the equipment room, adding two evaporative coolers, adding an emulsion tank, painting, constructing storage bins, and such other items or details, not mentioned above, that are required by the plans, General Conditions, or these special provisions shall be performed, placed, constructed or installed.

1.02 AREAS FOR CONTRACTOR'S USE

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

1.03 COOPERATION

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

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

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

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.

The contract lump sum price paid for building work shall also include full compensation for water pollution control as specified in these special provisions and no additional compensation will be paid therefor.

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.

Copies of the Manual are also available for review at 464 West Fourth Street San Bernardino, CA 92401-1400 from Environmental Planning on the Eighth Floor.

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

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

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

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

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

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

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

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES

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

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

Within 30 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:

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

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

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

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

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

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

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

WPCP IMPLEMENTATION

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

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the 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 5 acres. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

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

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

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

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

MAINTENANCE

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

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

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

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

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

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

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

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

1.11 TEMPORARY UTILITIES

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

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

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

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

1.12 SANITARY FACILITIES

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

During toilet room renovation or other periods when State-owned sanitary facilities are not operational, the Contractor shall provide and pay for wash facilities, drinking water fixtures and a minimum of two temporary toilet units for State forces. Separate toilet facilities shall be provided for Contractor personnel. Facilities shall include the periodic flushing, waste removal and cleaning of such facilities. Units shall be maintained in a clean and sanitary condition, including a supply of toilet tissue, toilet seat covers, paper towels and paper cups. Waste material shall be disposed of off site in a lawful manner. Temporary toilet units shall be single occupant units of the chemical, aerated recirculation or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

1.13 REFERENCES

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

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 11" x 17" in size and shall have the contract number on each sheet. The Contractor shall sign and date each sheet of the project record drawings to verify that all as-constructed information shown on the drawings is correct.

The Contractor shall periodically review the set of project record drawings with the Engineer during the progress of the work to assure that all changes and other required information are being recorded.

Before completion of the work, the Contractor shall request a review of the project record drawings to determine the completeness and adequacy of them. If the project record drawings are unacceptable, the Contractor shall inspect, measure, and survey the project as necessary to record the required additional information.

The set of completed project record drawings shall be delivered to the Engineer prior to acceptance of the contract.

DIVISION 2. SITEWORK

2.01 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

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 one inch deep shall be made along the limits of removal on all faces that will be visible in the completed work.

At new door openings in concrete or masonry, full depth saw cuts shall be made from both faces. Overcuts shall not be made at corners. Remaining material at corners shall be chipped out and the surfaces ground smooth.

REMOVAL

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 one inch deep shall be deepened to one inch minimum depth before filling with cement mortar.

Anchor bolts and reinforcement shall be removed at least one inch 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

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

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 REMOVING PORTIONS OF EXISTING ROOF SYSTEM

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of removing the existing ridge vent in accordance with the details shown on the plans and these special provisions.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

REMOVAL

Existing ridge vent shall be removed to the top of existing metal roof. Removal of portions of existing roof covering shall be done carefully to minimize damage to portions of the roof covering which are to remain.

Surface irregularities resulting from the removal of the existing ridge vent shall be filled or trimmed to provide a flat substrate surface for receiving the new ridge cap.

Damage to the existing roofing caused by the Contractor's operations shall be repaired or replaced at the Contractor's expense.

Disposal: Removed materials shall be disposed of away from the premises. Such disposal shall conform to the laws, rules, and regulations of all agencies having jurisdiction at the disposal site.

2.03 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, foundations, walls, slabs, tanks, drywells, manholes, oil/water separators, clarifiers, and trenches. Structure backfill shall include backfilling under slabs; backfilling under and around footings; backfilling for walls, 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.

Attention is directed to the requirements of "Field Engineering" in Division 1, "General Requirements," of these special provisions.

Related Work: Leach lines shall be excavated and backfilled in accordance with the requirements specified under "Septic Sewage Disposal System" elsewhere in this Division 2.

QUALITY ASSURANCE

Samples: Samples of sand, pea gravel, or crushed stone, weighing not less than 25 pounds, 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 5 feet, or, if no elevations are indicated and the piping or conduit is more than 3 feet 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.

Select Backfill: Select backfill shall conform to the requirements specified under "Aggregate Base," elsewhere in this Division 2.

Sand: Sand shall be clean, washed sand, free from clay or organic material graded such that 100 percent passes the 1/4-inch sieve, 90 percent to 100 percent passes the No. 4 sieve and not more than 5 percent passes the No. 200 sieve size.

Pea Gravel (Naturally Rounded):

Pea gravel (naturally rounded) shall be clean, washed, dry density of not less than 95 pounds per cubic foot, 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
3/4"	100
1/2"	90-100
3/8"	40-70
No. 4	0-15
No. 8	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 95 pounds per cubic foot, crushed stone or crushed gravel with an angular particle size not less than 1/8 inch or more than 1/2 inch.

Sieve or Screen Size	Percentage Passing
1/2"	100
3/8"	85-100
No. 4	10-30
No. 8	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 AND 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 one inch.

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

STRUCTURE EXCAVATION

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 ±1/2 inch. 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.

At locations and to the limits shown on the plans, material below the bottom of the foundation or footing shall be removed and replaced with select backfill in accordance with the placing and compacting requirements for backfill.

Excavation for Pipes and Conduits:

Pipes or conduits in the same trench shall have a minimum clear distance between pipes or conduits of 6 inches. Pipes or conduits shall have not less than 2½ feet 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 4 inches 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 2 inches in diameter and larger shall be protected with heavy burlap. Roots smaller than 2 inches in diameter adjacent to trees shall be hand trimmed. Cuts through roots 1/2 inch 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

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 6 inches 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, 4 inches minimum depth. Backfill material placed to a level 6 inches above tops of pipes and conduits shall be sand or fine earth and particles shall not exceed 1/2 inch in greatest dimension. For wrapped, coated, or plastic pipe or conduits, sand shall be used for backfill. Backfill material placed higher than 6 inches above tops of pipes or conduits shall consist of material free of stones or lumps exceeding 4 inches in greatest dimension except:

1. The top 12 inches of backfill under roads, walks or paving shall consist of aggregate base material.
2. The top 6 inches of backfill in planted areas shall consist of topsoil.

Unless otherwise shown on the plans, pipe under roads, with less than 2½ feet of cover over the top of pipe, shall be backfilled with concrete to a level 4 inches above the top of pipe. Concrete for backfill shall be commercial quality concrete containing not less than 564 pounds of cement per cubic yard.

COMPACTION

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 6 inches.

Subgrade Preparation:

Preparation of subgrade material for placing aggregate base, surfacing, or slabs thereon shall include fine grading, compaction, reworking as necessary. The upper 6 inches 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.

Select Backfill:

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

A relative compaction of not less than 95 percent shall be obtained for a minimum depth of 6 inches below the bottom of the excavation before placing select backfill.

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.

2.04 FREE DRAINING GRANULAR MATERIAL

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and placing free draining granular material beneath slabs in accordance with the details shown on the plans and these special provisions.

PART 2 - PRODUCTS

Free Draining Franular Material: Free draining granular material shall be clean, hard, durable, free-draining rock. The material gradation shall be such that all passes the one-inch screen, and not more than 10 percent passes the No. 4 sieve as determined by California Test 202. Granular material shall be free from organic material, clay balls or other deleterious substances.

PART 3 - EXECUTION

SPREADING AND CONSOLIDATING

Free draining granular material shall be placed, spread, and consolidated by tamping or vibrating.

2.05 GUARD POSTS

PART 1 - GENERAL

Scope: This work shall consist of constructing guard posts in accordance with the details shown on the plans and these special provisions.

PART 2 - PRODUCTS

Steel Posts: Steel posts for guard posts shall be standard weight, galvanized steel pipe conforming to the details shown on the plans.

Concrete: Concrete for guard posts shall be commercial quality concrete, proportioned to provide a workable mix suitable for the intended use, with not less than 470 pounds of cement per cubic yard.

PART 3 - EXECUTION

Installation:

The length and diameter of the guard posts shall conform to the details shown on the plans.

Guard posts shall be placed in holes excavated to the depth and cross section shown on the plans, and shall be installed plumb.

Guard posts shall be backfilled with concrete as shown on the plans.

Painting: Guard posts shall be prepared and painted in accordance with the requirements specified under "Painting" in Division 9, "Finishes," of these special provisions.

DIVISION 3. CONCRETE AND REINFORCEMENT

3.01 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

SUMMARY

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

SUBMITTALS

Product Data:

Manufacturer's descriptive data, installation and use resommendations 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 (Structural Work):

Commercial quality concrete shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 564 pounds of cement per cubic yard; 0 to 2-inch penetration, inclusive, as determined by California Test 533.

Concrete (Minor Work):

Commercial quality concrete for concrete curbs, sidewalks, driveways, gutter depressions, new door openings, and collars shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 470 pounds of cement per cubic yard; 0 to 2-inch penetration, inclusive, as determined by California Test 533.

Concrete (Sewer Structures):

Commercial quality concrete for sewer structures, vehicle washracks and mudrinse slabs, shall be proportioned to provide a workable mix suitable for the intended use; shall have not less than 658 pounds of a mixture of Type II cement and 15 percent by weight of a mineral admixture or Type IP (MS) Modified cement; 0 to 2-inch penetration, inclusive, as determined by California Test 533.

The air content of the freshly mixed concrete shall be 6 ± 1½ percent, as determined by California Test 504.

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.

Aggregates proposed for use shall conform to the requirements for freezing and thawing shall as determined by California Test 528.

A list of sources of aggregates which have previously passed the freeze-thaw test is available in the District Office at 464 West Fourth Street San Bernardino, CA 92401-1400 at Materials Engineering on the Eighth Floor.

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 5/8 inch 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 2-inch solid stock lumber, plywood, or metal forms.

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

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

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

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

REINFORCING MATERIALS

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

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

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 1,000 psi 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 No. 100 sieve.

RELATED MATERIALS

Anchor Bolts, Nuts, and Washers:

Nonheaded anchor bolts shall conform to ASTM Designation: F 1554, Grade 36.

Headed anchor bolts shall conform to ASTM Designation: F 1554, Grade 36 or ASTM Designation: A 307.
Headed anchor bolts shall conform to ASTM Designation: A 307.

Threaded rods shall conform to ASTM Designation: F 1554, Grade 36.

Washers bearing on steel surfaces shall conform to ASTM Designation: F 844.

Washers bearnig on wood surfaces surfaces shall be commercial quality plate washers.

Washers bearnig on wood surfaces surfaces shall be commercial quality plate washers.

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

Expansion Joint Material: Expansion joint material shall be commercial quality asphalt impregnated pressed fiber sheets, ½-inch minimum thickness.

Vapor Barrier: Vapor barrier shall be not less than 15 mils thick and shall conform to the requirements of ASTM Designation: E 1745, Grade A. Tape for overlapped seams shall be as recommended by the manufacturer of the vapor barrier.

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

Nonskid Abrasive Aggregate: Nonskid abrasive aggregate shall be commercial quality aluminum oxide, silicon carbide, or almandite garnet grit particles; screen size 12-30 or 14-36.

Type A Control Joints: Type A control joints shall be commercial quality, preformed, T-shaped plastic strips with detachable top flange.

Keyed Construction Joint Forms: Keyed construction joint forms shall be commercial quality, galvanized metal or plastic, factory fabricated construction joint forms. Forms shall produce a rabbeted key type joint.

Divider and Edger Strips: Divider and edger strips shall be foundation grade redwood.

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.

Concrete Hardener: Concrete hardener shall be commercial quality water borne penetrating type magnesium fluosilicate, zinc fluosilicate or combination thereof.

Concrete Sealer: Concrete sealer shall be commercial quality VOC-compliant, silane type sealer with hydrophobic and oleophobic properties.

Splash Block: Splash blocks shall be precast concrete splash blocks with depressed runoff trough. Splash blocks shall be 12" x 24" x 3½" in size unless otherwise shown on the plans.

ADMIXTURES

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 470 pounds per cubic yard. 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 5½ 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

When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be complete within 1½ 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 50°F nor more than 90°F.

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 86°F or above, a time less than 1½ 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 86°F, 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 3/4" x 3/4" 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 one inch 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.

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

Reglets or embedded flashing shall be installed on concrete forms before the concrete is placed.

Redwood dividers shall have 16d galvanized nails partially driven into both vertical faces at 18 inches on center.

Vapor Barrier:

Vapor barrier shall be installed in conformance with the manufacturers recommendations and shall be protected with a 3-inch layer of clean uncompacted sand cover.

Unless otherwise shown on the plans, vapor barrier shall be placed under portions of the floor slab scheduled to receive finish flooring.

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.

Ground Bar: A continuous reinforcing steel bar shall be installed in the building foundation at the location indicated on the plans for the electrical ground bar. The use of epoxy coated reinforcing bar is not permitted. The end of the ground bar shall extend beyond the concrete surface and shall be protected from damage by construction operations.

Hydronic Tubing:

Hydronic tubing shall be securely fastened to the bar reinforcing using nylon ties.

The hydronic heating system shall be fully tested prior to placing concrete.

PLACING CONCRETE

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 6-foot centers. After leveling, screeds shall be removed and the surface shall be floated with wooden floats.

Type A control joint strips shall be inserted into the floated concrete so that the bottom of the top flange is flush with the finish elevation. Strips shall be standard manufactured lengths and shall be placed on an approximate straight line. The top flange of the strips shall be removed after the concrete has set and cured.

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.

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

Finished surfaces of floor slabs shall not deviate more than 1/8 inch from the lower edge of a 10-foot long straight edge.

Finishing Formed Surfaces:

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

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

Nonskid Abrasive Aggregate Finish: Where shown on the plans, walkways shall receive a nonskid abrasive aggregate (grit) finish. The grit shall be applied uniformly at the rate of not less than 0.3 pound per square foot and tamped into the floated concrete surface while the concrete is plastic. The grit shall be buried about 0.7 diameter of each particle into the concrete.

CURING CONCRETE

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

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

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

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

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

Concrete curbs, sidewalks, collars, and gutter depressions may be cured with a curing compound.

PROTECTING CONCRETE

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 40°F 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 300 pounds individually and material stockpiles weighing more than 50 pounds per square foot will not be permitted on the concrete within 10 calendar days after placing.

SPECIAL TREATMENTS

Concrete Hardener:

Chemical concrete hardener shall be applied to the floor surfaces shown on the plans, prior to the application of concrete sealer. Surfaces shall be clean and dry before the application of hardener.

The solution shall be applied in accordance with the manufacturer's instructions.

After the hardener has dried, the surface shall be mopped with water to remove encrusted salts.

Concrete Sealer: Concrete sealer shall be applied to the concrete surfaces designated on the plans in accordance with the manufacturer's instructions for heavy duty use. The sealer shall be applied to dry concrete surfaces.

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.

3.02 DRILL AND BOND DOWELS

PART 1 - GENERAL

SUMMARY

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

PART 2 - PRODUCTS

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

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

PART 3 - EXECUTION

Installation:

The holes shall be drilled by methods that will not shatter or damage the concrete adjacent to the holes. The diameter of drilled holes shall be 1/2 inch larger than the nominal diameter of the dowels unless otherwise shown on the plans.

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

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

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

Magnesium phosphate concrete shall be formulated for minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 70°F. The materials, prior to use, shall be stored in a cool, dry environment.

Mix water used with water activated material shall be free from oil and impurities and contain not more than 2,000 parts per million as Cl nor more than 1,500 parts per million of sulfate as SO_4.

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

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

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

DIVISION 4. (BLANK)

DIVISION 5. METALS

5.01 STRUCTURAL STEEL FOR BUILDINGS

PART 1 - GENERAL

SUMMARY

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

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

REFERENCES

Structural steel shall be fabricated, assembled and erected in accordance with American Institute of Steel Construction (AISC), "Steel Construction Manual."

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

SUBMITTALS

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

Shop Drawings:

Shop drawings and calculations shall be submitted for approval.

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

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

CLOSEOUT SUBMITTALS

Final Drawings:

At the completion of each building on the contract, one set of reduced prints on 60-pound (minimum) bond paper, 11 inches x 17 inches in size, of the corrected original tracings of all approved drawings for each building shall be furnished to the Engineer. An index prepared specifically for the drawings for each building containing sheet numbers and titles shall be included on the first reduced print in the set for each building. Reduced prints for each building shall be arranged in the order of drawing numbers shown in the index.

The edge of the corrected original tracing image shall be clearly visible and visually parallel with the edges of the page. A clear, legible symbol shall be provided on the upper left side of each page to show the amount of reduction and a horizontal and vertical scale shall be provided on each reduced print to facilitate enlargement to original scale.

QUALITY ASSURANCE

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

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

DELIVERY, HANDLING AND STORAGE

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

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

PART 2 - PRODUCTS

MATERIALS

Steel Bars, Plates and Shapes: Steel bars, plates and shapes shall conform to ASTM Designation: A 36/A 36M or A 572/A 572M, Grade 50 [345], as designated on the plans. W-shapes shall conform to ASTM Designation: A 992.

Pipe: Pipe shall conform to ASTM Designation: A 53, standard weight, unless otherwise shown on the plans.

Hollow Structural Section: Hollow structural section shall conform to ASTM Designation: A 500, Grade B.

Stud Connectors: Stud connectors shall conform to ASTM Designation: A 108, Grades 1018 through 1020, cold drawn, either semi- or fully killed.

Anchor Bolts, Nuts and Washers:

Nonheaded anchor bolts shall conform to ASTM Designation: F 1554, Grade 36.

Headed anchor bolts shall conform to ASTM Designation: A 307.

Threaded rods shall conform to ASTM Designation: F 1554, Grade 36.

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

Washers for anchor bolts shall be commercial quality.

Machine Bolts, Nuts and Washers:

Machine bolts and nuts shall conform to ASTM Designation: A 307.

Washers for machine bolts shall be commercial quality.

High Strength (HS) Bolts, Nuts and Washers: High strength (HS) bolts, nuts and washers shall conform to ASTM Designation: A 325.

Direct Tension Indicators: Direct tension indicators shall conform to ASTM Designation: F 959.

Tension Control Fasteners: Tension control bolts shall have a splined end extending beyond the threaded portion of the bolt and which shears off when the specified bolt tension is attained.

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

FABRICATION

Shop Fabrication and Assembly:

Workmanship and finish shall be equal to the best general practice in modern shops.

Cuts shall not deviate more than 1/16 inch from the intended line. Roughness, notches or gouges shall be removed.

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

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

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

Stud Connectors: Steel surfaces shall be prepared as recommended by the manufacturer of the stud connectors. Stud connectors shall be welded to the flanges of beams or girders as shown on the plans. Automatic end welding of headed stud connectors shall be in accordance with the manufacturer's instructions.

Connections:

Abutting surfaces at connections shall be clean.

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

Finished holes for bolts shall be cylindrical and perpendicular to the plane of the connection. Sub-punched and sub-drilled holes shall be ¼ inch smaller in diameter than the diameter specified for the finished hole.

Bolted Connections:

Bolts for connecting steel to steel shall be machine bolts conforming to ASTM Designation: A 307 or high-strength bolts conforming to ASTM Designation: A 325M as shown on the plans.

High-strength structural steel bolts, or equivalent fasteners, other bolts attached to structural steel, nuts, and washers shall be galvanized by mechanically deposited coating.

Holes for Other Work:

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

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

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

SHOP PAINTING

Structural steel members, except those to receive sprayed-fireproofing, shall be painted.

Bolted Connections: Contact surfaces of high strength bolted connections and ungalvanized anchor bolt assemblies shall be primed before assembly. The total thickness of primer on each surface shall be between one and 3 mils and may be applied in one application.

Cleaning and coating shall be in accordance with the requirements specified for the particular type of substrate material under "Painting" in Division 9, "Finishes," of these special provisions.

PART 3 - EXECUTION

ERECTION AND ASSEMBLY

Field Splices:

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

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

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

Bolted Connections:

All high strength bolted connections shall be made with high strength bolts installed with direct tension indicator washers or tension control fasteners.

When used, one mechanically galvanized direct tension washer shall be installed with each high strength bolt. Bolts shall be tightened until a direct tension indicator washer gap is 0.005 inch or less. A zero gap will not be cause for rejection.

During installation of tension control bolts, the torque required to turn the nut on the tension control bolt shall be counterbalanced by the torsion shear resistance of the splined end of the bolt.

The bolt head type and head location shall be consistent within a joint.

Nuts shall be on side of member least exposed to view.

Setting Bases and Bearing Plates:

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

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

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

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

FIELD PAINTING

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

Surfaces which are scheduled to receive finish coats shall be painted with a second prime coat and finish coats in accordance with the requirements specified under "Painting" in Division 9.

QUALITY CONTROL

Testing and inspection:

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

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

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

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

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

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

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

5.02 METAL DECK

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing metal deck in accordance with the details shown on the plans and these special provisions.

Metal deck includes ribbed sheet steel decking units, bent plates, accessories, fasteners and such other components, not mentioned, but required for a rigid, secure and complete installation.

REFERENCES

The design, fabrication and erection of metal deck shall conform to the applicable requirements of the American Iron and Steel Institute (AISI) publication, "Specifications for the Design of Light Gauge Cold Formed Steel Structural Members," and the applicable Steel Deck Institute Design Manual and these special provisions.

Welding shall be in accordance with American Welding Society (AWS) D1.3, "Structural Welding Code - Sheet Steel."

SUBMITTALS

Product Data: Manufacturer's descriptive data for each type of deck and accessories shall be submitted for approval.

Shop Drawings: Shop drawings showing complete erection layouts, details, dimensions, deck section properties shall be submitted for approval. Drawings shall show types and gages, fastening methods, including the location, type and sequence of connections, sump pans, cut openings, surface finishes and temporary supports or bracing.

The metal deck supplier shall submit a fastening schedule and calculations stamped by an engineer who is registered as a Civil or Structural Engineer in the State of California showing that the metal roof panels, clips, and fasteners conform to the span and design loads shown on the plans and the wind uplift requirements of the CBC.

QUALITY ASSURANCE

Qualification of Field Welding:

Welding processes and welding operators shall be qualified in accordance with "Welder Qualification," procedures in American Welding Society (AWS) D1.1, "Structural Welding Code - Steel."

Welding decking in place is subject to inspection and testing. Defective work shall be removed and replaced with acceptable work.

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

DELIVERY, HANDLING AND STORAGE

Metal deck units and accessories shall be transported, stored and erected in a manner that will prevent corrosion, distortion or other damage.

Deck units shall be stored off the ground with one end elevated to provide drainage.

PART 2 - PRODUCTS

Manufacturers: Acceptable manufacturers shall be; Verco Manufacturing Co.; BHP Co.; or equal.

MATERIALS

Deck Units:

Deck units, closures and plates shall be fabricated from galvanized sheet steel conforming to ASTM Designation: A 653/A 653M, Grade 33 [230].

Galvanizing shall conform to the requirements of ASTM Designation: A 924/A 924M, G60 [Z180].

Miscellaneous Steel Shapes: Miscellaneous steel shapes shall conform to ASTM Designation: A 36/A 36M.

Anchor Clips, Vent Clips, Flashing, Saddle Plates, Flexible Closure Strips and Other Accessories: Anchor clips, vent clips, flashing, saddle plates, flexible closure strips and other accessories shall be as recommended by the decking manufacturer.

FABRICATION

Deck units shall be formed to span 3 or more supports, with flush, telescoped or nested 2-inch laps at ends and interlocking or nested side laps unless otherwise shown on the plans.

Deck units shall conform to the configurations, metal thickness, depth and width and section properties shown on the plans.

End bearing shall be not less than 1½ inches.

Metal Closure Strips: Metal closure strips for opening between deck units and other construction shall be fabricated from the same gage and material as the adjacent deck units. Strips shall be formed to provide tight-fitting closures at end of cells or flutes and sides of decking.

Roof Sump Pans: Sump pans shall be fabricated from single piece of galvanized sheet steel with level bottoms and sloping sides to direct water flow to drain. Sump pans shall be of adequate size to receive roof drains and with bearing flanges not less than 3 inches wide. Pans shall be recessed not less than 1½ inches below roof deck surface unless otherwise shown or required by deck configuration. Holes for drains shall be cut in the field.

Cleaning: When spray-on fireproofing is specified, the decking manufacturer shall supply decking free of amounts of oil or lubricants which would significantly impair the adhesion of the spray-on fireproofing.

PART 3 - EXECUTION

INSTALLATION

Deck units and accessories shall be installed in accordance with the manufacturer's recommendations and approved drawings and these special provisions.

Units shall be placed on supporting steel framework, adjusted in place and properly aligned before being permanently fastened. Ends of units shall have positive bearing over structural supports.

Cutting and fitting shall present a neat and true appearance with exposed burrs removed. Openings through the decking shall be cut square and shall be reinforced as recommended by the decking manufacturer.

The metal deck shall not be used as a working platform before deck units are fastened in place. Supplies, equipment or other loads shall not be stored on the deck. Mechanical equipment or other loads shall not be hung from metal roof decking.

Welding:

Welding shall conform to AWS requirements (D1.1 and D1.3) and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work.

Welding washers shall be used where recommended by the manufacturer.

Fastening Roof Deck Units: Roof deck units shall be fastened to supporting steel members as shown on the structural plans.

Fastening Side Laps: Side laps of adjacent deck units shall be fastened as shown on the plans.

Roof Sump Pans: Roof sump pans shall be placed over openings provided in roof and welded to top decking surface. Welds are to be spaced at not more than 12 inches with at least one weld in each corner. Cut opening in sump bottom to accommodate drain size indicated.

Field Painting:

Immediately following erection, field welds, bolted connections and abraded areas shall be cleaned with a wire brush.

Galvanized surfaces shall be touched-up with galvanizing repair paint recommended by the manufacturer.

5.03 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 steel pipe for railing modification.

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].

Checkered Floor Plates: Checkered floor plates shall be commercial quality steel with standard raised pattern.

Pipe: Pipe for railing modification shall be ASTM Designation: A 53/A 53M, standard weight (Schedule 40), unless another weight is indicated on the plans.

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.

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 1½ ounces per square foot of surface area, except drainage grates shall have at least 2 ounces per square foot of surface area.

Galvanized surfaces to be welded shall have galvanized coating removed a minimum of 4 inches from the intended weld zone. Grinding shall be used to remove galvanized coating. After welding, surfaces shall be repaired in conformance with "Damaged Surfaces" of "Building Miscellaneous Metal" 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.

Drainage Pipes, Frames and Grates:

Drain piping shall have connections sealed watertight.

Drainage grates shall have end bars of the same cross section as support bars. Connections between end bars and support bars of structural steel shall be welded all around.

Drainage frames shall be angles and plates as shown on the plans.

Drainage grates and frames shall be match marked.

Steel Pipe Railings and Handrailings:

Handrailing shall be modified by welding galvanized pipe to existing galvanized pipe handrailing.

All corners on railings shall be rounded. Simple and compound curves shall be formed by bending pipe in jigs to produce uniform curvature; maintain cylindrical cross-section of pipe throughout the bend without buckling, twisting or otherwise deforming exposed surfaces of the pipe.

PART 3 - EXECUTION

GENERAL

Anchorages:

Anchorage devices and fasteners shall be provided for securing miscellaneous metal in-place construction; including threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws and other connectors.

Cutting, drilling and fitting shall be performed as required for installation of miscellaneous metal fabrications. Work is to set accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels.

Loose Leveling and Bearing Plates: Plates shall be set on wedges or other adjustable devices. Anchor bolts shall be wrench tightened after the plates have been positioned and plumbed. Mortar shall be packed solidly between bearing surfaces and plates to ensure that no voids remain.

DAMAGED SURFACES

Galvanized surfaces that are abraded or damaged shall be repaired by thoroughly wire brushing the damaged areas and removing all loose and cracked coating. The clean areas shall then be painted with 2 spot applications of a coating conforming to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) and listed on MPI List Number 18, Primer, Zinc Rich, Organic.

DIVISION 6. WOOD AND PLASTICS

6.01 ROUGH CARPENTRY

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing materials and performing rough carpentry work including wood framing, furring, and sheathing in accordance with the details shown on the plans and these special provisions.

Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed.

SUBMITTALS

Product Data: Manufacturer's material data and installation instructions shall be submitted for gypsum sheathing, framing hardware and underlayments.

Wood Treatment Data:

Chemical treatment manufacturer's instructions shall be submitted for the handling, sorting, installation, and finishing of treated materials.

For each type of preservative treatment used, certification by treating plant shall include type of preservative solution and pressure process used, net amount of preservative retained and conformance with the applicable standards of the American Wood Preservers Association.

For each type of fire-retardant treatment, include certification by treating plant that the treated material complies with the applicable standards and other requirements.

DELIVERY, HANDLING AND STORAGE

Delivery and Storage: Materials shall be kept under cover and dry. All materials shall be protected from exposure to weather and contact with damp or wet surfaces with blocking and stickers. All lumber, plywood and other panels shall be stacked in such a manner to provide air circulation within and around the stacks.

PART 2 - PRODUCTS

LUMBER

Lumber shall be manufactured to comply with PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection.

Softwood lumber shall be quality grade stamped or shall be accompanied by a certificate of inspection. Inspection certificates or grade stamps shall indicate compliance with the grading requirements of WWPA, WCLIB, RIS, or other approved lumber inspection agencies.

All lumber used shall be nominal sized and dressed S4S unless otherwise specified in these special provisions.

Framing lumber shall be solid stock lumber, Douglas Fir-Larch, and the grades indicated under WCLIB or WWPA rules. Moisture content shall not exceed 19 percent and shall be grade stamped "S-Dry."

DIMENSION LUMBER

Except as otherwise shown on the plans, lumber shall have the following grades.

Vertical Framing Lumber:

Vertical framing lumber, nominal 2" x 2" through 4" x 4", shall be Construction grade or better.

Vertical framing lumber, nominal 2" x 6" through 4" x 6", shall be No. 2 or better.

Horizontal Framing Lumber:

Horizontal framing lumber, nominal 2" x 4" and wider, including joists and rafters, shall be No. 2 or better.

Horizontal framing lumber, nominal 4" x 4" and wider, including joist and rafters, shall be No. 1 or better.

Exposed Framing Lumber: Exposed framing lumber which is not concealed and is to receive a stain or natural finish shall be the same grade and species as indicated for structural framing and hand selected for appearance.

Miscellaneous Lumber:

Miscellaneous lumber for support or attachment of other work including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members shall be not less than No. 2 or better.

Lumber in contact with concrete or masonry construction shall be pressure treated Douglas Fir-Larch.

TIMBERS

Timbers (Nominal 5 inches or Thicker): Timbers shall be No. 1 or better.

PLYWOODPANELS

Plywoodpanels shall comply with Voluntary Product Standard PS1, "U. S. Product Standard for Construction and Industrial Plywood."

Plywood panels shall be Group 1 unless otherwise noted.

Each plywood panel shall be factory marked with APA or other trademark evidencing compliance with grade requirements.

Structural Plywood Wall Sheathing: Structural plywood wall sheathing for walls shall be APA RATED SHEATHING, Exposure 1. Thickness and grade shall be as shown on the plans.

Structural Plywood Roof Sheathing:

Structure plywood roof sheathing shall be APA RATED SHEATHING, Exposure 1. Span rating, thickness and grade shall be as shown on the plans.

Structure plywood roof sheathing in exposed overhangs shall be APA RATED SHEATHING, A-C, Exterior, Group 1. Thickness shall be the same as the remainder of the sheathing.

Plywood Decking: Plywood decking shall be APA RATED STURD-I-FLOOR, Exposure 1, with tongue-and-groove edges. Span rating and thickness shall be as shown on the plans.

MISCELLANEOUS MATERIALS

Rough Carpentry Hardware:

Steel plates and rolled sections shall be mild, weldable steel, conforming to AISI grades 1016 through 1030 except 1017.

Nails, screws, bolts, nuts, washers shall be commercial quality. Exposed fasteners shall be hot dipped galvanized or stainless steel.

Joist hangers, clips and other standard framing hardware shall be ICBO approved, commercial quality, galvanized sheet steel or hot dipped galvanized, of the size shown on the plans.

Expansion anchors and powder driven anchors shall be as specified under "Building Miscellaneous Metal," in Division 5, "Metals," of these special provisions.

Nails: Nails shall conform to ASTM F 1667-95. "Common" nails shall conform to the following table:

Nail Size	Length (inches)	Diameter (inches)
8d	2½	0.131
10d	3	0.148
16d	3½	0.162

Building Paper: Building paper shall be kraft type waterproofing building paper, Type I (No. 15) asphalt saturated roofing felt or high density, bonded polyethylene fiber building paper.

Adhesive: Adhesive for plywood glue-nailed systems shall conform to APA Specification: AFG-01.

WOOD TREATMENT BY PRESSURE PROCESS

Preservative Treatment:

Preservative treatment shall be copper napthenate, pentachlorophenol or water-borne arsenicals (ACA, CCA or ACZA).

The following items shall be treated:

Wood cants, nailers, curbs, equipment support bases, blocking, stripping and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

Wood sills, sleepers, blocking, furring and other similar members in contact with concrete or masonry.

All holes, daps and cut ends of treated lumber shall be thoroughly swabbed with 2 applications of copper napthenate.

Fire Retardant Treatment: Fire retardant treatment shall be paintable, odorless fire retardant preservative applied by pressure treating methods.

PART 3 - EXECUTION

INSTALLATION

Wood Framing:

Wood framing shall be in accordance with Chapter 23 of the California Building Code.

Framing members shall be of sizes and spacing shown on the plans. Unless otherwise shown on the plans, structural members shall not be spliced between supports.

Wood framing shall be accurately cut and assembled to provide closely fitted members. Framing shall be erected true to the lines and grades shown on the plans and shall be rigidly secured in place as shown and as required by recognized standards. Bracing shall be placed wherever necessary to support all loads on the structure during erection.

The size and spacing of fasteners and the edge distance for nails shall be as shown on the plans.

Nailing schedule shall be as shown on the plans and shall comply with the California Building Code.

Wall coverings exposed to the weather shall have a backing of building paper applied weatherboard fashion to the framing or sheathing. Backing shall be lapped 2 inches at horizontal joints, 6 inches at vertical joints and 12 inches at building corners.

Stair Framing:

Stair framing members shall be of the size and spacing shown on the plans.

Stringers shall be notched to receive treads, risers and supports. Effective depth remaining shall be not less than 3½ inches.

Plywood Panels:

Plywood panels shall be attached to the framing as shown on the plans and these special provisions. All structural plywood sheathing (both roof and wall) shall be nailed with "Common" nails.

Plywood decking shall be glued and nailed to the framing system.

Plywood sheathing shall be nailed to the framing system and shall be continuous over 2 or more supports. Roof and floor panels shall be installed with the long dimension across the supports, with end joints staggered 4 feet. Wall sheathing shall have all edges blocked. Spacing between panels shall be 1/8 inch.

6.02 JOIST TRUSSES

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of designing, fabricating, furnishing and erecting pre-engineered, factory fabricated joist trusses in accordance with the details shown on the plans and these special provisions.

Joist trusses shall have wood chords and metal tubular webs.

SUBMITTALS

Product Data: Manufacturer's data for lumber, adhesives and accessories shall be submitted for approval.

Shop Drawings:

Complete shop drawings, erection drawings, if required, and design calculations for the pre-engineered joist trusses, permanent bracing and connection details shall be submitted for approval. Submittals shall be approved prior to the start of fabrication.

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

Shop drawings shall show the lumber size, species and grades for the truss chords and temporary and permanent bracing members. Joint and connection details shall be shown.

Shop drawings shall include a location plan which shows the location and identification of each joist truss.

Calculations for the design of the joist trusses, bracing and connections shall include a list of applied loads and load combinations with the resulting member forces and member stresses.

If the design calculations contain or consist of computerized or tabulated calculations, the values pertaining to the design shall be identified, described or indexed in such a manner that a design review can be performed.

QUALITY ASSURANCE

Codes and Standards: Joist trusses and permanent bracing shall be designed for the loads shown on the plans and other applied loads, including fire sprinkler systems. The design shall be in accordance with the requirements of the CBC, the "National Design Specification for Stress-Graded Lumber and Its Fasteners" by the National Forest Products Association (NFPA), and the "Timber Construction Standards," by the American Institute of Timber Construction (AITC). Joist trusses shall be ICBO approved.

Certificates of Compliance: Certificates of Compliance shall be furnished for joist trusses in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

DELIVERY, STORAGE AND HANDLING

Trusses shall be transported and handled in such a manner as to prevent damage due to warping, distortion and moisture.

Joist trusses shall be stored off the ground.

PART 2 - PRODUCTS

MATERIALS

Joist Truss:

Factory fabricated pre-engineered joist trusses with wood chords and metal webs. Trusses shall be sized to fit the locations shown on the plans. Lumber species and grades shall be as shown on the approved shop drawings. Lumber shall bear grade marks of a recognized grading association and the moisture content of the lumber shall be within the amount specified in the referenced specifications.

Web members of the joist trusses shall be tubular steel. The diameters and thickness of the web members shall be as required by the design.

Connectors and Fasteners: Connectors and fasteners shall be as shown on the approved shop drawings.

FABRICATION

Trusses and bracing members shall be accurately cut to provide tightly fitted joints and connections.

Connectors, fasteners and other hardware accessories shall be coordinated for placement in the proper locations and positions.

Camber, if required by the design, shall be built into the trusses.

Each truss shall be stamped or marked with a location identification mark or symbol and with the name and address of the manufacturer.

PART 3 - EXECUTION

INSTALLATION AND ERECTION

Joist trusses shall be erected plumb and true and shall be secured rigidly in place in accordance with the truss manufacturer's recommendations.

Fasteners and connectors shall be placed as shown on the plans and as recommended by the truss manufacturer.

Bracing shall be installed during erection to hold the trusses plumb and true and in a safe position until sufficient permanent construction is in place to provide full stability.

All permanent bracing shall be secured in place before any sustained permanent loads are applied to the joist truss system.

Materials loaded on joist truss system are to be located in such a manner to ensure that the design load of the trusses are not exceeded.

6.03 FINISH CARPENTRY

PART 1 - GENERAL

SUMMARY

Scope: This work consists of furnishing and installing materials and performing finish carpentry, including exterior and interior trim, plywood soffits and panels and plywood and softwood paneling, as shown on the plans and these special provisions.

Finish carpentry includes carpentry work not specified as part of other sections and which is generally exposed to view.

SUBMITTALS

QUALITY ASSURANCE

Factory Marks: Each piece of lumber and plywood shall be marked with type, grade, mill and grading agency identification. Marks shall be omitted from surfaces to receive transparent finish. A mill certificate stating that material has been inspected and graded in accordance with requirements shall be furnished if marks cannot be placed on concealed surfaces.

PRODUCT DELIVERY, STORAGE AND HANDLING

Delivery: Carpentry materials shall be delivered after painting, wet work and similar operations have been completed.

Protection: Finish carpentry materials shall be protected during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

PART 2 - PRODUCTS

WOOD PRODUCT QUALITY STANDARDS

Softwood Lumber: Softwood lumber shall conform to the requirements of PS 20, "American Softwood Lumber Standard," with applicable grading rules of inspection.

Plywood: Plywood shall conform to the requirements of Voluntary Products Standard PS-1, "U. S. Product Standard for Construction and Industrial Plywood."

Hardwood Lumber: Hardwood lumber shall conform to the requirements of the National Hardwood Lumber Association (NHLA) rules.

Woodworking: Woodworking shall conform to the requirements of Woodwork Institute of California (WIC), "Manual of Millwork."

MATERIALS

Lumber sizes indicated shall be nominal sizes except as indicated by detailed dimensions..

PART 3 - EXECUTION

INSTALLATION

All work shall be installed plumb, level and true with no distortions.

Standing and Running Trim:

Standing and running trim shall be installed with minimum number of joints possible, using full length pieces to the greatest extent possible.

Exterior joints shall be made water-resistant by careful fitting.

Anchor Finish Carpentry:

Finish carpentry shall be anchored to framing or blocking built in or attached directly to the substrate.

Interior carpentry shall be attached to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing where required for complete installation. Fine finish nails shall be used for exposed nailing, countersunk and filled flush with finished surface and matching final finish where transparent finish is indicated.

Finish exterior siding shall be fastened with corrosion resistant nails. The size and spacing of the siding fasteners shall be as shown on the plans. Nails shall be driven flush with the surrounding surfaces, not countersunk. Nails shall be located in the grooves of grooved siding whenever possible.

ADJUSTMENT, CLEANING, FINISHING AND PROTECTION

Damaged and defective finish carpentry work shall be repaired or replaced.

All exposed or semi-exposed surfaces shall be cleaned.

Finish carpentry shall be finished in accordance with the requirements specified under "Painting" in Division 9, "Finishes," of these special provisions.

DIVISION 7. THERMAL AND MOISTURE PROTECTION

7.01 WATER REPELLENT COATING

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and applying water repellent coating to concrete or masonry surfaces in accordance with the details shown on the plans and these special provisions.

The water repellent coating shall be applied to all exterior concrete or masonry surfaces and exposed aggregate surfaces as shown on the plans.

SUBMITTALS

Product Data: Manufacturer's descriptive data, application instructions and general recommendations for water repellents shall be submitted for approval.

QUALITY ASSURANCE

Codes and Standards: Water repellent coatings shall comply with all rules and regulations concerning air pollution in the State of California.

Certificates of Compliance: Certificates of Compliance shall be furnished with each shipment of water repellent coating material in accordance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

PART 2 - PRODUCTS

Water Repellent Coating: Water repellent coating shall be clear, colorless, water-based sealer. Water repellent coating shall be Hydrozo Inc., Clear Double 7; Euclid Chemical Co., Architectural Seal VOX; Tamms Industries Co., Chemstop; or equal.

PART 3 - EXECUTION

Preparation: All surfaces to receive water repellent coating shall be dry and cleaned by removing contaminants that block pores of the surface. Cleaning methods shall be as recommended by the water repellent manufacturer.

Application:

The water repellent solution shall be applied in accordance with the manufacturer's printed instructions.

The time period between applications of water repellent coating shall be not less than 24 hours.

Protection: Surfaces of other materials surrounding or near the surfaces to receive the water repellent coating shall be protected from overspray or spillage from the waterproofing operation. Water repellent coating applied to surfaces not intended to be waterproofed shall be removed and the surfaces restored to their original condition.

7.02 INSULATION (GENERAL)

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing insulation in accordance with the details shown on the plans and these special provisions.

Insulation materials shall be as specified in these special provisions, and shall be compatible with existing or new materials incorporated in the building.

SUBMITTALS

Product Data:

A list of materials, manufacturer's descriptive data, location schedule, and time schedule shall be submitted for approval.

The list of materials to be used shall include the trade name, manufacturer's name, smoke developed and flame spread classification, resistance rating and thickness for the insulation materials and accessories.

Schedules:

A location schedule and time schedule shall be submitted for approval.

The location schedule shall show where each material is to be installed.

The Contractor shall provide the Engineer at the jobsite with an accurate time schedule of the areas of the building to be insulated each day. The time schedule shall be submitted 3 working days in advance of the work.

Samples: Samples of insulation material shall be submitted to the Engineer at the jobsite.

QUALITY ASSURANCE

Codes and Standards: All insulating materials shall be certified to comply with the California Quality Standards for Insulating Materials and shall be listed in the Department of Consumer Affairs publication "Consumer Guide and Directory of Certified Insulation Material."

DELIVERY, STORAGE AND HANDLING

Insulating materials shall be delivered to the jobsite and stored in a safe dry location with labels intact and legible.

Insulating materials shall be protected from physical damage and from becoming wet or soiled.

In the event of damage, materials shall be repaired or replaced as necessary to comply with these specifications.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION (Not applicable)

7.03 SPRAYED CELLULOSE FIBER INSULATION

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing sprayed cellulose fiber insulation and protective coating in accordance with the details shown on the plans and these special provisions.

Sprayed cellulose fiber insulation shall include walls and ceilings as indicated on the plans.

Related work: Removal of existing insulation and preparation of existing surfaces to remain shall be complete prior to the application of sprayed insulation.

All required clips, sleeves, or supports that penetrate the sprayed insulation shall be placed prior to application of sprayed insulation.

Duct work, piping, conduit or other suspended items shall not be installed until the application of sprayed insulation is complete.

QUALITY ASSURANCE

System Description: Installer shall use a complete system, equipment, fiber and adhesive as normally supplied and tested by the manufacturer of the sprayed insulation material.

The installer shall be certified and trained by the manufacture of the insulation material.

The sprayed insulation installer shall approve, in writing, the preparation of the existing wall and ceiling materials to remain prior to beginning application of sprayed insulation.

Codes and standards: Sprayed insulation, including protective coating, shall have been tested in sprayed from by U.L. and have each bag labeled with reference to U.L. test results according to ASTM E-84/U.L. 723:

a. Tested to a minimum of 4” thickness, Class 1(A)
b. Flame spread 15
c. Smoke developed 0

Sprayed insulation shall meet all 2001 California Building Code requirements.

Submittals: Submit product data and manufacturer’s certificate of compliance for review. Manufacturer’s certification shall warrant that sprayed insulation products contain no asbestos, fiberglass or other man made mineral fibers.

Product Delivery, Storage, and Handling:

Materials shall be delivered in original, unopened containers bearing the name of the manufacturer, product identification and reference to U.L. testing.

Store materials off ground, under cover, and away from damp surfaces. Keep material dry at all times.

Protect liquid adhesive from freezing.

PART 2 - PRODUCTS

INSULATING MATERIALS

General: Sprayed insulation and protective coating shall comply with the following requirements:

Insulation:

Bond strength shall exceed 10 times the weight of the product at 1 inch

Thermal resistance valluse R= .22, R=4.54, per 1 inch ASTM C-177

Sprayed insulation must have been tested and listed by the Environmental Protection Agency.

Sprayed insulation must meet ASTM C1149.

NRC Rating .75 at 1 inch on solid backing.

Non-corrosive per UMB-80.

One hour rating per ASTM E-119, Full scale test procedure.

Protective coating:

Protective coating shall have a flame spread rating not to exceed 5 when tested in accordance with ASTM E-84.

PART 3 – EXECUTION

INSTALLATION

General: The insulation contractor shall examine all surfaces and report any unsatisfactory conditions, in writing, to the Engineer. The work shall not proceed until unsatisfactory conditions have been corrected.

Provide masking tape, drop cloths or other covering for all materials and surfaces which are not to receive insulation, so as to prevent damage from overspray.

Sprayed insulation shall receive protective coating installed per manuracturer's instructions.

Work shall be coordinated with the work of other trades whose work may be affected or have an effect on the installation of the sprayed insulation or protective coating.

Installation, clean up, and curing shall be accomplished according to the manufacturers recommendations.

DIVISION 8. DOORS AND WINDOWS

8.01 HINGED DOORS

PART 1 – GENERAL

Scope: This work shall consist of furnishing and installing hinged doors and frames in accordance with the details shown on the plans and these special provisions.

SUBMITTALS

Manufacturer's descriptive data, installation instructions for fire rated assemblies and a door schedule shall be submitted for approval. The door schedule shall include a description of the type, location and size of each door and frame.

PART 2 - PRODUCTS

Metal Door:

Metal door shall be flush, seamless steel door factory prepared and reinforced to receive hardware and having cold rolled stretcher leveled sheet steel face sheets not less than 0.048 inch thick (18-gage). Face sheets shall be bonded with thermosetting adhesive to rigid board honeycomb or precured foam core; or face sheets shall be welded to all parts of an assembled grid of cold formed pressed metal stiffeners and framing members located around edges, ends, openings and at all locations necessary to prevent buckling of face sheets. Seams shall be tack welded, filled and ground smooth. Bottom edge and internal stiffeners of grid type core shall have moisture vents. Welds on exposed surfaces shall be ground smooth. Louvered or glazed openings shall be provided where shown on the plans.

Where fire rated doors are required, doors shall be listed and labeled for the fire rating shown on the plans.

Door shall be cleaned and treated by the bonderized process or approved phosphatizing process and then given one factory application of metal protective rust inhibitive primer. Primer shall not contain lead type pigments.

Pressed Metal Frame:

Pressed metal frame shall be not less than 0.060-inch thick (16-gage) sheet steel with integral stop, mitered corners, face welded and ground smooth corners. Frames shall be reinforced for all hardware and shall be cleaned and treated by the bonderized process or an approved phosphatizing process and then given one factory application of metal protective rust inhibitive primer. Primer shall not contain lead type pigments.

Frames for fire rated doors shall be listed for the same rating shown on the plans for fire rated doors.

PART 3 - EXECUTION

INSTALLATION

Doors and frames shall be installed rigidly, securely, plumb and true and in such a manner that the doors operate freely without rubbing or binding. Clearance between frame and door shall be not more than 1/8 inch. The exterior frame shall be sealed weathertight.

Pressed metal frames shall be secured with clips and anchors as shown on the plans.

Fire rated assemblies shall be installed according to the manufacturer's recommendations.

Fire rated assemblies shall include doors, door frames, and self-closing mechanisms. Assemblies shall be approved by the California State Fire Marshal.

Painting: Except for the primer application specified herein, doors and frames shall be cleaned, prepared and painted in accordance with the requirements specified under "Painting" in Division-9, "Finishes," of these special provisions.

8.02 SECTIONAL OVERHEAD DOORS

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing sectional overhead doors in accordance with the details shown on the plans and these special provisions.

SUBMITTALS

Product Data:

Manufacturer's descriptive data, roughing-in diagram and installation instructions for each size and type of door shall be submitted for approval.

Manufacturer's descriptive data shall include door panel construction and material thickness, door track size and material thickness, counterbalance spring service life and motor operator specifications.

Materials list shall contain all items proposed to be furnished and installed under this section of these special provisions.

Shop drawings shall show details of special components and installations which are not fully dimensioned or detailed in manufacturer’s descriptive data.

QUALITY ASSURANCE

Single Source: Each sectional door shall be provided as a complete unit produced by one manufacturer, including frames, sections, bracket guides, tracks, counterbalance mechanisms, hardware, operators and installation accessories, to suit opening and head room available.

Wind Loading: Design and reinforce section overhead doors to withstand a 20 pounds per square foot wind load with a midspan deflection not to exceed 1/120 span.

PART 2 - PRODUCTS

MANUFACTURERS

Available Manufacturers: Subject to compliance with the specifications, manufacturers offering products which may be incorporated into the work include, but are not limited to the following: Clopay Corp.; Overhead Door Corp.; Raynor Garage Doors.

STEEL SECTIONS

Door Sections:

Door sections shall be galvanized commercial quality steel sheets and a minimum of G60 zinc coating complying with ASTM Designation: A 525.

Face sheets shall be not less than 20-gage (0.0339 inch). Back sheet shall be not less than 26-gage (0.0169 inch).

Sections shall be fabricated from a single sheet to provide sections not more than 24 inches high, and nominal 2 inches deep. Meeting horizontal edges shall be rolled to a continuous shiplap, rabbeted. or keyed weather seal, with a reinforcing flange return.

Intermediate and end stiles shall be 16-gage galvanized steel welded in place. Intermediate stiles shall be spaced at not more than 48 inches on center.

Bottom section shall be reinforced with a continuous channel or angle conforming to the bottom section profile.

Insulation: Insulation shall be the manufacturer's glass fiber, polystyrene or polyurethane foam type insulation and have an R-Value not less than 8.0.

Finish: Finish shall be the manufacturer's standard baked on polyester or epoxy prime and finish coats, applied to interior and exterior faces.

TRACKS, SUPPORTS, AND ACCESSORIES

Door Tracks: Door tracks shall be the manufacturers standard galvanized steel track system, sized for door size and weight, and designed for the clearances shown on the plans. Complete track assembly shall be provided, including brackets, bracing and reinforcing for rigid support of ball bearing roller guides, for required door type and size.

Track Reinforcement and Supports: Track reinforcement and supports shall be galvanized steel. Tracks shall be reinforced and supported as required for the size and weight of door to provide strength and rigidity, and to ensure against sag, sway and vibration during operation.

Door Seals: Doors shall have perimeter gasket seals at head and jambs and seal shall have a replaceable vinyl or neoprene bottom seal.

Vision Panels: Vision panels shall be door manufacturer's standard glazed opening with wire safety glass, metal frame and vinyl or neoprene glazing gasket for water tight construction. The approximate size shall be as shown on the plans.

Louvers: Louvers shall be 2-inch deep Z-shaped blades, formed from galvanized sheet steel not less than 0.028 inch thick (24-gage), set in a continuous channel frame, and with a ¼-inch mesh bird-screen in a removable frame on inside.

Adjustable Louvers:

Adjustable louvers shall be factory fabricated units of extruded aluminum alloy not less than 0.081 inch thick or galvanized steel not less than 0.040 inch thick (20-gage) with standard "Z" type blades set in a continuous channel frame, with a ¼-inch mesh galvanized bird-screen in a removable frame on the inside.

Blades shall have center pivot on 3/8-inch aluminum rods in stainless steel ball bearings in cadmium plated races.

Adjustable louvers shall be equipped with hand-hold fixed to the operating bar for easy adjustment with wingnut spring tension to lock louvers in desired position.

HARDWARE

Hardware shall be heavy-duty, rust-resistant, with galvanized or cadmium-plated or stainless steel fasteners, to suit type of door.

Hinges: Heavy steel hinges shall be provided at each end stile and at intermediate stiles, per manufacturer's recommendations for size of door.

Rollers: Rollers shall be heavy-duty with steel ball bearings in case-hardened steel races, mounted to suit slope of track. Rollers shall have case-hardened tires.

Lifting Handles, Locks and Latches:

Lifting handles for manually operated doors shall be galvanized steel.

Locking bars shall be single side operable from inside only.

Locking device assembly shall be fabricated with mortise lock, spring loaded dead bolt, chromium-plated operating handle, cam pl ate and adjustable locking bar to engage through slots in tracks.

COUNTERBALANCE MECHANISMS

Counterbalance Spring: The door shall have a torsion spring counterbalance on a continuous cross header shaft; the entire assembly shall be all-bearing mounted. The spring shall have a rated service life of not less than 25,000 cycles.

MANUAL DOOR OPERATORS

Push-up: Lift handles and pull rope shall be provided for raising and lowering doors, operating with not more than 25 pounds lift or pull.

Chain Hoist: Chain hoist shall be side-mounted consisting of and endless steel hand chain, chain pocket wheel and reduction unit (overall reduction between 2:1 and 3:1), roller chain and sprocket drive, end-mounted on counterbalance shaft, and operating with not more than 35 pounds pull.

ELECTRIC DOOR OPERATORS

Door operator shall be heavy duty, commercial type. Motor shall be a 240-volt, Single-phase, high starting torque motor with single reduction worm gear, completely housed and running in an oil bath. Motor shall be of sufficient capacity to raise and lower the door at speed of approximately 0.67 feet per second.

Door operator and assembly shall be equipped with solenoid brake, limit switches for upper and lower limits of door travel, emergency hand chain with electrical interlock to break motor circuit when hand chain is engaged, 3-button operating station in a NEMA Type 4 enclosure, and a factory wired NEMA Type 1 control panel.

Control panel shall contain an instrument transformer, reversing magnetic contactor with overload relay, and all necessary control relays and other devices required for complete automatic operation of the door. Motor shall be removable for repair without affecting emergency operation. Motor shall be centermounted or sidemounted as shown on the plans.

Reversing Door Edge: Reversing door edge shall be an electrically or pneumatically operated safety device extending across the full width of the bottom of the door which shall cause the door to stop automatically and return to open position upon contact with any obstruction.

PART 3 - EXECUTION

INSTALLATION

Door, track, and operating equipment, complete with necessary hardware, jamb and head mold stops, anchors, inserts, hangers, and equipment supports, shall be installed in accordance with the final drawings, manufacturer's installation instructions and these special provisions.

Vertical track assembly shall be fastened to framing at not less than 24 inches on center. Horizontal track shall be hung from structural overhead framing with angle or channel hangers, welded or bolted into place. Sway bracing, diagonal bracing, and reinforcing as required for rigid installation of track and door operating equipment.

8.03 FINISH HARDWARE

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing hardware items for doors in accordance with the details shown on the plans and these special provisions.

Hardware for special doors and frames, if required, shall be as specified under "Hinged Doors" in Division 8, "Doors and Windows," of these special provisions.

Hardware assemblies shall comply with the fire code and the disabled accessibility requirements indicated on the plans and specified in these special provisions.

SUBMITTALS

Manufacturer's technical information and catalog cuts for each item of door hardware and a door hardware schedule shall be submitted for approval prior to installation.

Manufacturer's catalog cuts shall include catalog numbers, material, grade, type, size, function, design, quality and finish of hardware.

The door hardware schedule shall indicate the location and size of door opening, the door and frame material, and the size, style, finish and quantity of the hardware components required.

FINISHES

Hardware shall be provided with standard US 32 Stainless Steel.

KEYING INSTRUCTIONS

New locks shall be compatible with the master key system of the existing facility and shall be keyed to the existing lock system in use.

Locks and cylinders shall be provided with six pin "O" cylinders and blank keys. Cylinders and blank keys shall be delivered to the Engineer for combinating of cylinders and cutting of keys.

The Contractor shall provide cylinders for use during construction. Construction cylinders shall remain in place until permanent cylinders are installed. Construction cylinders shall remain the property of the Contractor.

Key bows shall be stamped "State of California" and "Do Not Duplicate."

PART 2 - PRODUCTS

GENERAL

Door hardware equal in material, grade, type, size, function, design, quality and manufacture to that specified herein may be submitted for approval.

Butt Hinges:

Butt hinges shall be steel, 1 1/2-pair per door unless otherwise specified or shown on the plans. Nonremovable pins shall be provided at outswing exterior doors. Hinge size shall be 4½" x 4½" unless otherwise noted.

Standard weight hinges shall be:

Hager	BB 1279
McKinney	TB 2714
Stanley	BB 179
or equal.	

Locksets, Latchsets and Privacy Sets:

Locksets, latchsets and privacy sets shall be steel case with 1¼" x 8" face plate and 2¾-inch backset. Door and frame preparation for locksets, latchset and privacy sets shall conform to ANSI A115.1.

Lever operated lockset shall be:

Best	35H 6FW 15H
Falcon	LM521 DG
Schlage	L9453R x 06
or equal.	

Door Closers:

Parallel arms for closers shall be installed at outswing exterior doors. Closers shall have sprayed finish to match other hardware on door.

Door closers shall be:

LCN	4040
Norton	3501-BF
Dorma	7800
or equal.	

Kickplates:

Kickplates shall be 10 inches in height x 2 inches less than door width x 16-gage.

Kickplates shall be:

Builders Brass	37X
Quality	48
Trimco	K0050
or equal.	

Floor Mounted Stops:

Floor mounted stops shall be dome type. The height of the stop shall be determined by the clearance required when a threshold is used or not used.

Stops for openings without thresholds shall be:

Builders Brass	8061
Quality	331
Trimco	1210
or equal.	

Thresholds, Rain Drips, Door Sweeps and Door Shoes:

Thresholds, rain drips, door sweeps and door shoes shall conform to the sizes and configurations shown on plans. Thresholds at door openings with accessibility requirements shall not exceed ½ inch in height.

Threshold, rain drip, door sweep and door shoe manufacturers shall be Pemko, Reese, Zero, or equal.

Threshold Bedding Sealant: Threshold bedding sealant shall conform to Federal Specification: SS-C-153.

Weatherstrip and Draft Stop:

Weatherstrip and draft stop shall conform to the sizes and shapes shown on plans. Assemblies shall be UL listed and shall be provided where shown on the plans or as specified in these special provisions.

Weatherstrip and draft stop manufacturers shall be Pemko, Reese, Zero, or equal.

Door Signs and Name Plates: Door signs and name plates shall be as specified under "Signs" in Division 10, "Specialties," of these special provisions.

PART 3 - EXECUTION

Doors and Frames: Doors and frames shall be set square and plumb and be properly prepared before the installation of hardware.

INSTALLATION

Hardware items shall be accurately fitted, securely applied, and adjusted and lubricated in accordance with the manufacturer's instructions. Installation shall provide proper operation without bind or excessive play.

Hinges shall be installed at equal spacing with the center of the end hinges not more than 9 5/8 inches from the top and bottom of the door. Pushplates and door pulls shall be centered 44 inches from the finished floor. Locksets, latchsets, privacy sets and panic exit mechanisms shall be 40 5/16 inches from the finished floor. Kickplates shall be mounted on the push side of the doors, one inch clear of door edges.

Thresholds shall be set in a continuous bed of sealant material.

Door controls shall be set so that the effort required to operate doors with closers shall not exceed 5 pounds maximum for exterior doors and interior doors. The effort required to operate fire doors may be increased above the values shown for exterior and interior doors but shall not exceed 15 pounds maximum.

Door stops located on concrete surfaces shall be fastened rigidly and securely in place with expansion anchoring devices. Door stops mounted elsewhere shall be securely attached with wood screws or expansion devices as required.

The location and inscriptions for door signs and name plates shall be as shown on the plans.

Hardware, except hinges, shall be removed from surfaces to be painted before painting.

Upon completion of installation and adjustment, the Contractor shall deliver to the Engineer all dogging keys, closer valve keys, lock spanner wrenches, and other factory furnished installation aids, instructions and maintenance guides.

DOOR HARDWARE GROUPS AND SCHEDULE

Hardware groups specified herein shall correspond to those shown on the plans:

GROUP 1

1 1/2-pair butt hinges
1 each Weatherstrip
1 each lever operated lockset
1 each floor mounted door stop and holder
1 each door closer
1 each kick plate

DIVISION 9. FINISHES

9.01 GYPSUM WALLBOARD

PART 1 – GENERAL

Scope: This work shall consist of furnishing, installing and finishing gypsum wallboard in accordance with the details shown on the plans and these special provisions.

Where assembly fire ratings are indicated on the plans, construction shall provide the fire resistance in accordance with the applicable standards in the Fire Resistance Design Manual published by the Gypsum Association.

PART 2 - PRODUCTS

Gypsum Wallboard**:** Gypsum wallboard shall conform to ASTM Designation: C 36/C 36M.

Gypsum Sheathing Board**:** Gypsum sheathing board shall conform to ASTM Designation: C 79/C 79M.

Joint Tape and Joint and Finishing Compound**:** Joint tape and joint and finishing compound shall conform to ASTM Designation: C 475.

Corner Beads, Metal Trim and Control Joints**:** Corner beads, metal trim and control joints shall be galvanized steel of standard manufacture.

Fasteners**:** Fasteners shall be gypsum wallboard nails conforming to ASTM Designation: C 514 or steel drill screws conforming to ASTM Designation: C 1002.

PART 3 - EXECUTION

DELIVERY AND STORAGE

Materials shall be delivered in original packages, containers or bundles bearing brand name, applicable standard of manufacture, and name of manufacturer or supplier and shall be kept dry and fully protected from weather and direct sunlight exposure. Gypsum wallboard shall be stacked flat with adequate support to prevent sagging or damage to edges, ends and surfaces.

INSTALLATION

Wallboard panels to be installed on ceilings and soffits shall be installed with the long dimension of the panels perpendicular to the framing members. Wallboard panels to be installed on walls may be installed with the long dimension of the panels either parallel or perpendicular to the framing members. The direction of placing the panels shall be the same on any one wall or partition assembly.

Edges of wallboard panels shall be butted loosely together. All cut edges and ends shall be smoothed as needed for neat fitting joints.

All edges and ends of gypsum wallboard panels shall coincide with the framing members, except those edges and ends which are perpendicular to the framing members. End joints on ceiling and on the opposite sides of a partition assembly shall be staggered.

Except where closer spacings are shown on the plans, the spacing of fasteners shall not exceed the following:

Nails	7 inches
Screws	12 inches
Screws at perimeter of panels for fire resistive assemblies having metal framing	8 inches

Type S steel drill screws shall be used to fasten wallboard to metal framing. Nails or Type W steel drill screws shall be used to fasten wallboard to wood framing. Except as shown on the plans, screws shall not be used in fire resistive assemblies.

Adhesives shall not be used for securing wallboard to framing.

Gypsum wallboard panels shown on the plans for shear wall sheathing or for fire resistive assemblies shall be fastened to all framing members. Gypsum wallboard panels at other locations and gypsum wallboard finish over plywood sheathed shear walls shall be fastened to all framing members except at the following locations:

At internal angles formed by ceiling and walls; ceiling panels shall be installed first with the fasteners terminating at a row 7 inches from the walls, except for walls parallel to ceiling framing. Wall panels shall butt the ceiling panels. The top row of wall panel fasteners shall terminate 8 inches from the ceiling.

At internal vertical angles formed by the walls; fasteners shall not be installed along the edge or end of the panel that is installed first. Fasteners shall be installed only along the edge or end of the panel that butts and overlaps the panel installed first.

Fasteners shall be located at least 3/8 inch from wallboard panel edges and ends. Nails shall penetrate into wood framing at least 1 1/8 inches. Screws shall penetrate into wood framing at least 5/8 inch. All metal fasteners shall be driven slightly below surface level without breaking the paper or fracturing the core.

Metal trim shall be installed at all free edges of panels, at locations where wallboard panels abut dissimilar materials and at locations shown on the plans. Corner beads shall be installed at external corners. Control joints shall be installed at the locations shown on the plans.

Joints between face panels, the internal angles formed by ceiling and walls and the internal vertical angles formed by walls shall be filled and finished with joint tape and at least 3 coats of joint compound. Tape in the corners shall be folded to conform to the angle of the corner. Tape at joints and corners shall be embedded in joint compound.

Dimples at nail and screw heads, dents, and voids or surface irregularities shall be patched with joint compound. Each patch shall consist of at least 3 coats and each coat shall be applied in a different direction.

Flanges of corner beads, control joints and trim shall be finished with a least 3 coats of joint compound.

Each coat of joint compound shall be feathered out onto the panel surface and shall be dry and lightly sanded before applying the next coat. The finished surfaces of joint compound at the panel joints, internal angles, patches and at the flanges of trim, corner beads and control joints shall be flat and true to the plane of the surrounding surfaces and shall be lightly sanded.

Good lighting of the work area shall be provided during the final application and sanding of the joint compound.

Surfaces of wallboard to be textured shall receive an orange peel texture, unless otherwise shown on the plans.

9.02 RESILIENT SHEET FLOORING

PART 1 - GENERAL

Scope: This work shall consist of furnishing and installing resilient sheet flooring in accordance with the details shown on the plans and these special provisions.

Resilient sheet flooring shall also include cove molding, metal caps, edger strips, floor wax and flooring manufacturer's recommended primers and adhesives.

SUBMITTALS

Manufacturer's descriptive data, installation instructions, color and pattern samples shall be submitted for approval. Samples of sheet flooring shall be 12" x 12" in size.

PART 2 - PRODUCTS

Resilient Sheet Flooring: Resilient sheet flooring shall be flexible vinyl sheet not less than 0.085 inch thick. Color and pattern shall be as shown on the plans.

Primer, Leveling Compound Crack Filler and Adhesives: Primer, leveling compound crack filler and adhesives shall be waterproof types as recommended by the flooring manufacturer.

Wax: Wax shall be water emulsion, self-polishing type containing not less than 16 percent wax solids, wetting agents, and a nonslip agent. The wax shall meet UL antislip standards.

Cove Molding: Cove molding shall be commercial quality wood, rubber or plastic.

Edger Strips: Edger strips shall be commercial quality, stainless steel or aluminum.

Metal Caps: Metal caps shall be commercial quality, noncorrosive metal.

PART 3 - EXECUTION

PREPARATION

Before placing adhesives, all surfaces to receive resilient sheet flooring shall be made free of localized depressions or bumps. Bumps shall be ground flat. Holes, depressions and cracks shall be filled with crack filler or leveling compound.

Immediately prior to installation of the resilient sheet flooring, the surface to be covered shall be thoroughly dry, free of paint, oil, grease, mortar, plaster droppings, scaly surfaces or other irregularities and shall be broom clean. Primer, when recommended, shall be thoroughly brushed on the surface at the rate recommended by the adhesive manufacturer and shall be completely dry before application of adhesives.

The rooms where resilient sheet flooring is to be installed shall be maintained at a temperature of at least 70°F for not less than 72 hours before installation, during installation and for 5 days after installation.

INSTALLATION

Resilient sheet flooring shall be laid to a true, straight, smooth and even finish surface in accordance with the manufacturer's instructions. Resilient sheet flooring shall be laid parallel to building lines with the minimum of seams using manufacturer's standard widths. Seams shall be tight fitting, fully bonded along their length and present a continuous pattern.

Resilient sheet flooring shall be placed before floor mounted fixtures are installed.

After resilient sheet flooring has been installed, the finished surface shall be rolled and crossrolled with a roller weighing 100 pounds or more.

Edger strips shall be installed at free edges.

Upon completion of the flooring installation, all stains, surplus adhesive, dirt and debris resulting from the work shall be removed and the floor left broom clean. Resilient sheet flooring shall be protected from damage at all times during construction. As a last order of work, floor covering shall be washed with soap and warm water, rinsed, and then waxed in accordance with the floor covering and wax manufacturers' printed instructions. Not less than 2 applications of wax shall be placed on the floor covering.

Patching Existing Floor Covering: Resilient sheet flooring for patching shall closely match the color and pattern of the existing floor covering, except flooring of contrasting color and pattern may be use when approved by the Engineer.

Replacement of Existing Flooring: Replacement of existing flooring where ordered by the Engineer will be paid for in accordance with the requirements specified in Section 3-1.01 of the General Conditions.

9.03 PAINTING

PART 1 - GENERAL

Scope: This work shall consist of preparing surfaces to receive coatings, and furnishing and applying coatings, in conformance with the schedules and details shown on the plans and these special provisions.

The coatings specified in this section are in addition to any factory finishes, shop priming, or surface treatment specified elsewhere in these special provisions.

DEFINITIONS

Detergent Wash: Removal of dirt and water-soluble chemicals by scrubbing with a solution of detergent and water, and removal of all solution and residues with clean water.

Hand Cleaning: Removal of dirt, loose rust, mill scale, excess base material, filler, aluminum oxide, chalking paint, peeling paint, or paint that is not firmly bonded to the surfaces by using hand or powered wire brushes, hand scraping tools, power grinders, or sandpaper and removal of all loose particles and dust prior to coating.

Mildew Wash: Removal of mildew by scrubbing with a solution of detergent, hypochlorite-type household bleach, and warm water, and removal of all solution and residues with clean water.

Abrasive Blasting:

Removal of loosely adhering paint, dirt, rust, mill scale, efflorescence, weak concrete, or laitance, shall be by the use of airborne abrasives. Loose particles, dust, and abrasives shall be removed by blasting with clean, oil-free air.

Abrasives shall be limited to mineral grit, steel grit, or steel shot, and shall be graded to produce the surface profile recommended in the manufacturer's data sheet.

Steam Cleaning: Removal of oil, grease, dirt, or other foreign matter by using steam generated by commercial steam cleaning equipment, from a solution of water and steam cleaning compounds, and removal of all residues and cleaning compounds with clean water.

TSP Wash: Removal of oil, grease, dirt, paint gloss, and other foreign matter by scrubbing with a solution of trisodium phosphate and warm water, and removal of all solution and residues with clean water.

Water Blasting: Removal of dirt, loose scale, chalking, or peeling paint by low-pressure water cleaning. Water blasting shall be performed in conformance with the requiremets in SSPC-SP12 and shall produce a surface cleanliness meeting the requirements of SSPC-SP12-WJ4. Equipment used shall have a minimum flow rate of 1.5 GPM. If a detergent solution is used, it shall be biodegradable and shall be removed from all surfaces with clean water.

Protection:

The Contractor shall provide protective devices, such as tarps, screens or covers, as necessary to prevent damage to the work and to other property or persons from all cleaning and painting operations.

Paint or paint stains on surfaces not designated to be painted shall be removed by the Contractor at the Contractor's expense and the original surface shall be restored.

SUBMITTALS

Manufacturer's descriptive data, a materials list, and color samples shall be submitted for approval.

Product descriptive data shall include product description, manufacturer's recommendations for product mixing, thinning, tinting, handling, site environmental requirements, product application, and drying time.

Materials list shall include manufacturer's name, trade name, and product numbers for each type coating to be applied.

Color samples shall be manufacturer's color cards, approximately 2" x 3", for each color of coating shown on the plans. Color samples for stains shall be submitted on wood of the same species, color, and texture as the wood to receive the stain.

QUALITY ASSURANCE

Certificates of Compliance: Certificates of Compliance shall be furnished when products are required to conform with the requirements of The Society for Protective Coatings (SSPC) in conformance with the requirements specified in Section 4-1.04, "Certificates of Compliance," of the General Conditions.

REGULATORY REQUIREMENTS

Coatings and applications shall conform to the rules for control of Volatile Organic Compound (VOC) emissions adopted by the air quality control district in the air basin in which the coatings are applied.

SITE ENVIRONMENTAL REQUIREMENTS

Coatings shall be applied in conformance with the environmental constraints specified in the manufacturer's printed instructions. These conditions shall be maintained until the coating has cured and is ready for recoat.

Continuous ventilation shall be provided during application of the coatings.

Adequate lighting, as determined by the Engineer, shall be provided while surfaces are being prepared for coatings and during coating applications.

DELIVERY, STORAGE, AND HANDLING

Products shall be delivered to the site in sealed, labeled containers and stored in a well-ventilated area at an ambient air temperature of not less than 45°F. Container labeling shall include manufacturer's name, type of coating, trade name, color designation, drying time, and instructions for tinting, mixing, and thinning.

MAINTENANCE STOCK

Upon completion of coating work, a full one-gallon container of each type and color of finish coat and stain used shall be delivered to the location at the project site designated by the Engineer. Containers shall be tightly sealed and labeled with color, texture, and room locations where used, in addition to the manufacturer's standard product label.

PART 2 - PRODUCTS

Products for each coating system shall be from a single manufacturer and shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI). Each product shall be shown on the MPI Approved Products List unless otherwise specified in these special provisions.

PART 3 - EXECUTION

INSPECTION

Coatings shall not be applied until surface preparation has been approved by the Engineer. The Contractor shall notify the Engineer at least 3 working days prior to the application of coatings.

SURFACE PREPARATION

Surfaces scheduled to be coated shall be prepared in conformance with the coating manufacturer's printed instructions unless otherwise specified in these special provisions.

Hardware, cover plates, light fixture trim, and similar items shall be removed prior to preparing surfaces for coating. Following the application of the finish coating, the removed items shall be reinstalled in their original locations.

Wood:

Coatings for exterior applications shall have the surface lightly sanded no more than 24 hours prior to the coating application.

A sealer recommended by the coating manufacturer shall be spot applied to knots, sap, pitch, tar, creosote, and other bleeding substances.

After the application of the prime coat, all nail holes, cracks, open joints, dents, scars, and surface irregularities shall be filled, hand cleaned, and spot primed to provide smooth surfaces for the application of finish coats.

Irregularities in wood surfaces to receive a transparent stain finish shall be filled and hand cleaned after the first coat of stain has been applied. The color of the filler shall match the color of the stained wood.

Irregularities in wood surfaces to receive a clear finish shall be filled and hand cleaned before the application of coatings. The color of the filler shall match the color of the coated wood.

Galvanized Metal:

New surfaces shall be roughened by hand sanding or light abrasive blasting. Galvanizing shall not be removed during cleaning or roughening.

Damaged or corroded areas shall be cleaned and given 2 spot applications of a coating that conforms to the requirements in the Detailed Performance Standards of the MPI, and listed on MPI List "Number 18, Primer, Zinc Rich, Organic."

Steel and Other Ferrous Metals: Surface shall be cleaned in conformance with the requirements in SSPC-SP 1. Surface profile shall be as required for the coating system specified.

Aluminum and Other Non-ferrous Metals: Surface shall be cleaned in conformance with the requirements in SSPC-SP 1.

Gypsum Board: Holes, cracks, and other surface imperfections shall be filled with joint compound or suitable filler prior to application of coatings. Taped joints and filled areas shall be hand sanded to remove excess joint compound and filler.

Cement Plaster: New plaster shall be cured a minimum of 14 days before coating. Cracks, holes, and surface imperfections shall be filled with patching plaster and hand textured to match adjacent surfaces.

Concrete and Concrete Masonry Unit: New material shall be cleaned and prepared in conformance with the requirements in SSPC-SP 13. Cracks and voids shall be filled with cement mortar patching material. Concrete shall be cured until the surface moisture is below the level specified in the coating manufacturer's printed instructions.

Previously Coated Surfaces:

Dirt, oil, grease, or other surface contaminants shall be removed by water blasting, steam cleaning, or TSP wash. Minor surface imperfections shall be filled as required for new work. Mildew shall be removed by mildew wash. Chalking paint shall be removed by hand cleaning. The surfaces of existing hard or glossy coatings shall be abraded to dull the finish by hand cleaning or light abrasive blasting. Abrasive blasting shall not be used on wood or non-ferrous metal surfaces.

Chipped, peeling, blistered, or loose coatings shall be removed by hand cleaning, water blasting, or abrasive blasting. Bare areas shall be pretreated and primed as required for new work.

APPLICATION

Coatings shall be applied in conformance with the printed instructions and at the application rates recommended by the manufacturer to achieve the dry film thickness stated in the coating technical data sheet.

Mixing, thinning and tinting shall conform to the manufacturer's printed instructions. After thinning, the coating shall conform to the regulatory requirements in these special provisions.

Coatings shall be applied only when surfaces are dry and properly prepared.

Cleaning and painting shall be scheduled so that dust and other contaminants from the cleaning process will not fall on wet, newly coated surfaces.

Materials required to be coated shall have coatings applied to all exposed surfaces, including the tops and bottoms of wood and metal doors, the insides of cabinets, and other surfaces not normally visible from eye level.

Surface Finish Application:

Each coat shall be applied to a uniform finish. Finished surfaces shall be free of surface deviations and imperfections such as skips, cloudiness, spotting, holidays, laps, brush marks, runs, sags, curtains, ropiness, improper cutting in, overspray, drips, ridges, waves, and variations in color and texture.

Each application of a multiple application finish system shall closely resemble the final color coat, except each application shall provide enough contrast in shade to distinguish the separate applications.

Work Required Between Applications:

Each application of material shall be cured in conformance with the coating manufacturer's printed instructions before applying the succeeding coating.

Enamels and clear finishes shall be lightly sanded, dusted, and wiped clean between applications.

Stain blocking primer shall be spot applied whenever bleeding substances are visible through the previous application of a coating.

Timing of Applications: The first application of the coating system shall be during the same work shift that the final surface preparation was performed. Additional coats shall be applied as soon as the required drying time of the preceding coat, specified in the coating manufacturer's printed instructions, has been met.

Application Methods:

Coatings shall be applied by brush, roller or spray. Rollers shall be of a type which do not leave a stippled texture in the paint film. Extension handles for rollers shall not be greater than 6 feet in length.

If spray methods are used, surface deviations and imperfections such as overspray, thickness deviations, lap marks, and orange peel shall be considered as evidence the work is unsatisfactory and the Contractor shall apply the remainder of the coating by brush or roller, as approved by the Engineer.

Back Priming:

The first application of the coating system shall be applied to all wood surfaces (face, back, edges, and ends) of wood materials that are not factory coated, immediately upon delivery to the project site. Surfaces of interior finish woodwork that adjoin concrete or masonry shall be coated with one application of exterior wood primer before installation.

Patches in Previously Coated Surfaces: Where patches are made on surfaces of previously coated walls or ceilings, the entire surface to corners on every side of the patch shall be coated with a minimum of one application of the finish coat.

Finishing Mechanical and Electrical Components:

Shop primed mechanical and electrical components shall be finish coated in conformance with the coating system specified for the substrate material. Louvers, grilles, covers, and access panels on mechanical and electrical components shall be removed and coated separately.

Interior surfaces of air ducts which are visible through grilles or louvers shall be coated with one application of flat black enamel, to limit of the sight line.

Exposed conduit, piping, and other mechanical and electrical components shall be painted.

Both sides and all surfaces, including edges and back of wood mounting panels for electrical and telephone equipment shall be finish coated before installing equipment.

CLEANING

Upon completion of all operations, the coated surfaces shall be thoroughly cleaned of dust, dirt, grease, or other unsightly materials or substances.

Surfaces marred or damaged as a result of the Contractor's operations shall be repaired, at his expense, to match the condition of the surfaces prior to the beginning of the Contractor's operations.

COATING SYSTEM

The surfaces to be coated shall be as shown on the plans and as specified in these special provisions. When a coating system is not shown or specified for a surface to be finish coated, the coating system to be used shall be as specified for the substrate material. The number of applications specified for each coating system listed herein is a minimum. Additional coats shall be applied if necessary to obtain a uniform color, texture, appearance, or required dry film thickness.

SYSTEM 1- GALVANIZED METAL RAILING:

2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10
Eggshell-like: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 3, MPI List Number 161
Semi-Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 5, MPI List Number 163
Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 6, MPI List Number 164

SYSTEM 2- GYPSUM BOARD:

One Prime Coat:

Primer Sealer: Latex, Interior, MPI List Number 50

2 Finish Coats:

Flat: Latex, Interior, MPI Gloss Level 1, MPI List Number 53
Velvet-like: Latex, Interior, MPI Gloss Level 2, MPI List Number 44
Semi-Gloss: Latex, Interior, MPI Gloss Level 5, MPI List Number 54
Gloss: Latex, Interior, MPI Gloss Level 6, MPI List Number 114

SYSTEM 3- PREVIOUSLY COATED EXTERIOR SURFACES:

2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10
Low Sheen: Latex, Exterior, MPI Gloss Level 3/4, MPI List Number 15
Semi-Gloss: Latex, Exterior, MPI Gloss Level 5, MPI List Number 11
Gloss: Latex, Exterior, MPI Gloss Level 6, MPI List Number 119

SYSTEM 4- PREVIOUSLY COATED INTERIOR SURFACES:

2 Finish Coats:

Flat: Latex, Interior, MPI Gloss Level 1, MPI List Number 53
Eggshell-like: Latex, Interior, MPI Gloss Level 3, MPI List Number 52
Semi-Gloss: Latex, Interior, MPI Gloss Level 5, MPI List Number 54

Gloss: Latex, Interior, MPI Gloss Level 6, MPI List Number 114

SYSTEM 5- STEEL AND OTHER FERROUS METALS, INTERIOR EXPOSURE

One Prime Coat:

Coating meeting the requirements of SSPC-Paint 15

2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10
Eggshell-like: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 3, MPI List Number 161
Semi-Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 5, MPI List Number 163
Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 6, MPI List Number 164

SYSTEM 6- STEEL AND OTHER FERROUS METALS, EXTERIOR EXPOSURE

2 Prime Coats:

Primer: Rust Inhibitive, Water Based, MPI List Number 107

2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10
Eggshell-like: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 3, MPI List Number 161
Semi-Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 5, MPI List Number 163
Gloss: Light Industrial coating, Water Based, Exterior, MPI Gloss Level 6, MPI List Number 164

SYSTEM 7- WOOD, PAINTED:

1 Prime Coat:

Primer: Latex for Exterior Wood, MPI List Number 6

2 Finish Coats:

Flat: Latex, Exterior, MPI Gloss Level 1, MPI List Number 10
Low Sheen: Latex, Exterior, MPI Gloss Level 3/4, MPI List Number 15
Semi-Gloss: Latex, Exterior, MPI Gloss Level 5, MPI List Number 11
Gloss: Latex, Exterior, MPI Gloss Level 6, MPI List Number 119

COLOR SCHEDULE

Colors shall be as shown on the plans.

DIVISION 10. SPECIALTIES

10.01 FIRE EXTINGUISHER AND CABINET

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing a fire extinguisher with cabinet in accordance with the details shown on the plans and these special provisions.

REFERENCES

Fire Extinguisher 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 extinguisher 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.

Fire Extinguisher Cabinet:

Fire extinguisher cabinet shall be factory fabricated, constructed of steel with a clear plastic panel in a steel door frame, and shall have a baked enamel finish. Color to be selected by the Engineer from the manufacturer's standard colors.

Fire extinguisher cabinet shall be surface mounted, as shown on the plans.

PART 3 - EXECUTION

INSTALLATION

Fire extinguisher shall be installed in location shown on the plans, at a height of 48inches from the finished floor to the top of the fire extinguisher.

Fire extinguisher cabinet shall be attached to structure, square and plumb, in accordance with the manufacturer's recommendations.

IDENTIFICATION

Cabinet-mounted: Extinguisher in cabinet shall be identified with letter spelling "FIRE EXTINGUISHER" applied to the cabinet door. Letter size, styles, and color shall be selected by the Engineer from manufacturer's standard arrangements.

SERVICING

Fire extinguisher shall be serviced, charged, and tagged not more than 5 days prior to contract acceptance.

DIVISION 11. EQUIPMENT

11.01 LUBRICATION AND COMPRESSED AIR SYSTEMS

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing lubrication and compressed air systems in accordance with the details shown on the plans and these special provisions.

The lubrication system shall include drum dollies; overhead hose reels and pneumatic pumps for dispensing chassis lubricant, motor oil, automatic transmission fluid, gear lubricant and anti-freeze; overhead electric light; and all connecting pipelines, hoses, accessories and mounting assemblies.

Pipes and fittings shall be in accordance with the requirements specified under "Pipes, Fittings, and Valves," in Division 15, "Mechanical," of these special provisions.

SUBMITTALS

Product Data:

Manufacturer's descriptive data shall be submitted for approval.

Manufacturer's descriptive data shall include a complete description, performance data and installation instructions for the materials and equipment specified herein. Performance data shall include the product delivery rate and discharge pressure for each type of pump assembly.

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 shall be returned. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

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.

PART 2 - PRODUCTS

OVERHEAD HOSE REEL ASSEMBLIES

Overhead hose reel assemblies shall be heavy duty assemblies of steel construction with connecting hoses, locking automatic ratchets, guide rollers and heavy duty spring activated hose pickups. Reels shall have bushings, swivels, ball stops, delivery hoses and control valves. The reels shall have a baked enamel finish. Manufacturers reel mounting brackets shall be supplied with reels.

Chassis Lubrication Reel Assembly: The chassis lubricant reel assembly shall have a 40-foot minimum length, minimum ¼-inch outside diameter, high pressure delivery hose and outlet control valve. The delivery hose shall be rated for 5,000 psi working pressure and 20,000 psi bursting pressure. The chassis lubricant reel assembly shall be Lincoln, 85051; Graco, 224-363, 224-417, and 202-577; or equal.

Motor Oil Reel Assembly: The motor oil reel assembly shall have a 16-quart metering shutoff valve assembly with totalizer, non-drip nozzle extension, strainer and a 40-foot minimum length of ½-inch inside diameter, medium pressure delivery hose. The delivery hose shall be rated for 800 psi working pressure and 4,000 psi bursting pressure. The motor oil reel assembly shall be Lincoln, 83464 and 899; Graco, 224-057, 218-549, 222-648, 203-265, 157-958, and 108-478; or equal.

Automatic Transmission Fluid Reel Assembly: Automatic transmission fluid (ATF) reel assembly shall have a volume control valve, non-drip nozzle and 40-foot minimum length of ½-inch outside diameter, medium pressure delivery hose. The delivery hose shall be rated for 800 psi working pressure and 4,000 psi bursting pressure. The ATF reel assembly shall be a Lincoln, 83464 and 776; Graco, 224-057, 218-549, and 222-413; or equal.

Gear Lubricant Reel Assembly: Gear lubricant reel assembly shall have an 10-quart metering shut-off valve assembly with totalizer, non-drip nozzle and a 40-foot minimum length of ½-inch outside diameter, medium pressure delivery hose. The delivery hose shall be rated for 800 psi working pressure and 4,000 psi bursting pressure. The gear lubricant reel assembly shall be Lincoln, 83464 and 881; Graco, 224-057, 218-549,222-648, 201-701, 157-958 and 108-478; or equal.

Hydraulic fluid reel assembly shall have a volume control valve, non-drip nozzle and 12 m minimum length of 13 mm outside diameter, medium pressure delivery hose. The delivery hose shall be rated for 5520 kPa working pressure and 27.6 MPa bursting pressure. The reel assembly shall be a Lincoln, 83464 and 776; Graco, 224-057, 218-549, and 222-413; or equal.

PUMP ASSEMBLIES

Pump assemblies shall be lubricant and oil type pump assemblies with air driven motors and shall be suitable for operation with stationary, exposed drums. Pump assemblies shall include pressure relief kits. Air connector hose shall be rated for 250 psi minimum working pressure. Product connector hose shall be as specified for the individual reel assembly. Pump assemblies shall produce the flowrates and pressures as specified under "Testing".

Chassis Lubricant Pump Assembly: Chassis lubricant pump assembly shall be suitable for use with stationary, exposed 120-pound drums, complete with drum cover, air coupler and follower plate, and shall have a minimum pressure ratio of 45:l and a maximum pressure ratio of 50:l. The chassis lubricant pump assembly shall be Lincoln, 918; Alemite, 8550; Graco, 225-014; or equal.

Motor Oil, ATF, hydraulic fluid, and Gear Oil Pump Assemblies: Chassis lubricant pump assembly: Motor oil, ATF, hydraulic, and gear oil pump assemblies shall be suitable for use with stationary, exposed 55-gallon drums and equipped with a bung bushing and an air expeller in the pump tube and shall have a 3-inch air motor. The motor oil pump assembly shall be equipped with a flow compensator. Pump assemblies shall be Lincoln, 424; Alemite, 8569; Graco, 225-640; or equal.

MISCELLANEOUS COMPONENTS

Light Reel Assembly: Light reel assembly shall be overhead type light reel with a positive reel latch cord lock mechanism, release mechanism, reel cord retractor, 30-foot minimum length of 3-wire cord, 2-foot pigtail, ball stop, vapor-tight high impact phenolic plastic holder without switch or receptacle with heavy duty lamp guard and 100-watt incandescent bulb or l5-watt fluorescent tube. The incandescent light reel assembly shall be Alemite, 330005C; or equal. The fluorescent light reel assembly shall be Hi Reel, 3005-AFL; Woodhead, 945-3SW-1003-3S; or equal.

Flexible Coupling: Flexible coupling shall be brass flexible metal hose with threaded union ends and a minimum working pressure of 200 psig.

Drum Dolly: Drum dolly shall have welded steel construction with a cross braced bottom and a 2-inch continuous perimeter lip, 4 ball bearing casters with steel or semi-steel wheels. Drum dolly shall be sized for 120-pound drums or 55-gallon drums as applicable.

PART 3 - EXECUTION

INSTALLATION

The hose reels shall be installed rigidly and securely and as shown on the plans. The hose reels shall be secured to the existing reel mounting bracket attached to the overhead structure as shown on the plans.

Existing pipelines and gear oil pipeline shall be cleaned and flushed immediately prior to connecting the control valves.

Pressure relief kits shall be installed on the discharge side of the gear lube, ATF and motor oil pumps as recommended by the pump manufacturer.

Unions shall be installed before and after the pressure regulator/ball valve assembly.

Each pump assembly drum shall be supplied with a drum dolly.

FIELD QUALITY CONTROL

Testing:

All tests, including general performance tests to demonstrate the proper operation of the lubrication systems and the air compressor, shall be performed by the Contractor in the presence of the Engineer.

The lubrication system, including piping and hoses, shall be tested for leaks and the rates of delivery specified herein. The lubrication connections shall show no visible signs of leaks when the system is filled with the specified lubricant and tested at 150 psi lubricant pump inlet air pressure.

The Contractor shall demonstrate that the completed lubrication system will deliver the given product at the flowrate and discharge pressure specified by the pump assembly manufacturer. If no specification is given the lubricants shall be delivered at the following rates at 150 psi lubricant pump inlet air pressure:

Lubricant Material	Delivery Rate
Chassis lubricant NLGI No. 2 grease	25 ounces per minute
Motor oil (10W/40)	8 quarts per minute
Gear oil (85W/140)	7 quarts per minute
ATF (SAE 10)	9 quarts per minute
Hydraulic Fluid	8 quarts per minute

The required delivery rate values may be adjusted, as determined by the Engineer, when testing for delivery rates with different materials or at temperatures other than 70°F.

The drums and lubricating material for testing the lubrication system will be State-furnished as provided under "State-Furnished Materials" in Division 1, "General Requirements," of these special provisions.

DIVISION 12. (BLANK)

DIVISION 13. SPECIAL CONSTRUCTION

13.01 ASPHALTIC EMULSION TANK

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of fabricating and installing an asphaltic emulsion tank in accordance with the details shown on the plans and these special provisions.

The asphaltic emulsion tank shall include the tank assembly, a reinforced concrete footing, heating and pumping equipment, piping, controls, electrical work and such other equipment, appurtenances and material not mentioned herein, which are required for the proper installation and operation of the asphaltic emulsion tank.

Concrete and reinforcement shall be in accordance with the requirements specified for minor work in Division 3, "Concrete and Reinforcement," of these special provisions.

All electrical work shall be in accordance with the requirements specified in Division 16, "Electrical," of these special provisions.

SUBMITTALS

Product Data: Manufacturer's descriptive data, installation instructions, manuals, and parts list, shall be submitted for approval.

Except for steel bars, plates and shapes, pipe and pipe fittings, bolts, nuts and washers, and concrete and reinforcement, submittals shall include all product items listed herein.

Shop drawings shall include the tank, all tank components and appurtenances, electrical equipment and devices, and the tank control panel schematic and wiring diagrams. The wiring diagram shall be drawn in a conventional ladder logic manner and shall be complete with wire identification numbers.

CLOSEOUT SUBMITTALS

Operation and Maintenance Manuals: Prior to the completion of the contract, 3 identified copies of the operation and maintenance instructions with parts list for the equipment specified herein shall be delivered to the Engineer at the jobsite. The instructions and parts list shall be in a bound manual form and shall be complete and adequate for the equipment installed. Inadequate or incomplete material shall be returned for correction. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

WARRANTY

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

PART 2 - PRODUCTS

MANUFACTURED UNITS

Emulsion Tank:

Emulsion tank shall be a factory fabricated, vertical steel tank with a nominal capacity of 1500 gallons. The tank shall be of welded construction and shall be supported on braced steel legs bolted to a reinforced concrete footing. Insulation and jacket may be factory or field installed.

The tank shall be equipped with external and internal ladders, 30-inch diameter hatch with lid, inlet, outlet and cleanout valves, half couplings at valve nipple connections, all necessary bracing for supports, anchor bolts, tank reinforcement, insulation, aluminum jacket, pump box assembly, tank heater, 3-way valve, motor, wiring and control panel.

MATERIALS

Steel Bars, Plates and Shapes: Steel bars, plates and shapes shall conform to ASTM Designation: A 36M.

Pipe: Pipe shall be Schedule 40 black steel pipe conforming to ASTM Designation: A 53.

Pipe Fittings: Pipe fittings shall be standard weight, black steel fittings. Malleable iron fittings shall not be used.

Bolts, Nuts and Washers: Bolts, nuts and washers shall be zinc-coated conforming to ASTM Designation: A 307.

Tank Insulation: Tank insulation shall be minimum 3 pounds per cubic foot, semi-rigid glass fiber insulation, R-14 minimum at 75°F. Tank insulation shall be factory sealed on both sides with foil reinforced kraft laminate vapor barrier. Tank insulation shall be Owens-Corning Fiberglass, Type 703; CertainTeed, 850; or equal. Batt insulation shall not be used.

Insulation Adhesive: Insulation adhesive shall be as recommended by the insulation manufacturer. Adhesive shall be suitable for temperatures up to 150°F.

Insulation Studs: Insulation studs shall be adhesive or percussive welding type studs. Adhesive studs shall have a factory applied adhesive backing or shall be installed with a field applied adhesive specially manufactured for the intended use and as recommended by the stud manufacturer. Studs shall be Gripnail, Durodyne, Dynastick, Omark-Graham, JSM insulation pin and clip, or equal.

Aluminum Jacket: Aluminum jacket shall be 0.016-inch to 0.020-inch thick aluminum sheet.

Ball Valve: Ball valve shall have threaded ends, be lockable, and suitable for emulsion. Ball valve shall be Walls; Jamesbury; or equal.

COMPONENTS

Pump Box Assembly:

Pump box assembly shall be a complete assembly including pump, pump motor, pump heater and the necessary pipe, valves and fittings to circulate, pump-out and pump-in asphaltic emulsion. The assembly shall have supports for the pump motor located outside the box.

Pump shall be bronze fitted, positive displacement rotary type, NPS 1 1/4 minimum port, and shall deliver no less than 15 GPM nor more than 20 GPM of penetration Type RSl asphalt, Grade 120-150 or Grade 200-300 at 90°F. Pump shall have a pressure valve set at 75 psi. Pump shall not load the motor to more than its full load current as quoted on the nameplate by the motor manufacturer. Motor service factor shall not be considered in the determination of the motor loading condition.

Pump motor shall be 5 horsepower, 230-volt, 3-phase, heavy duty, totally enclosed, fan cooled, located outside tank, designed for reverse operation and equipped with reversing switchgear. Motor shall have sealed lifetime lubricated ball bearings and Class B insulation.

Pump Heater: Pump heater shall be 230-volt, 300-watt, single-phase, 60 hertz, thermostatically controlled, tube type heater with low density heating element consisting of ceramic insulators and heavy duty nickel-chromium alloy resistance wire.

Tank Heater:

Tank heater shall be minimum 4.5 kW heating capacity and designed for operation on 3-phase, 60 hertz, 230-volt power. Heaters shall have the following features:

Full tank width heating element with minimum outside diameter of 3½ inches, and sufficient surface to prevent heat dissipation exceeding 3 watts per square inch at any point.

Automatic temperature control shall maintain a constant emulsion temperature. Temperature setting range shall be between 50°F and 250°F without local overheating of the emulsion.

Liquid Tight Flexible 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 cover.

Fittings shall be electroplated, malleable cast iron body, with cap nut, grounding ferrule, and connector body with insulated throat.

CONTROLS

Control Panel: Control panel shall be single-door, dust-tight, NEMA Type 12 control panel enclosure with drip shield and shall conform to the Joint Industry Conference Standards. Enclosure shall contain electrical mounting panel, hinged interior door and exterior dead front door. Enclosure shall be made of 14-gage, or heavier, steel with all seams continuously welded. A rolled-up lip shall be provided around three sides of hinged exterior door and around all sides of enclosure opening. The exterior door shall be provided with a neoprene gasket. The door shall be maintained closed with door clamps. Enclosure shall have a hasp and staple for padlocking.

Main Circuit Breaker: Main circuit breaker shall be 3 pole, 230-volt, AC, 100-ampere frame, 50-ampere trip, molded case circuit breaker. The interrupting capacity of the circuit breaker shall be 10,000 amperes, symmetrical, at 240 volts.

Pump Motor Disconnect: Pump motor disconnect shall be 3-pole, 230-volt, AC, 100-ampere frame, 40-ampere trip, molded case circuit breaker. The interrupting capacity of the circuit breaker shall be 10,000 amperes, symmetrical, at 240 volts.

Tank Heater Disconnect: Tank heater disconnect shall be 3-pole, 230-volt, AC, 100-ampere frame, 20-ampere trip, molded case circuit breaker. The interrupting capacity of the circuit breaker shall be 10,000 amperes, symmetrical, at 240 volts.

Pump Heater Disconnect: Pump heater disconnect shall be 2-pole, 230-volt, AC, 100-ampere frame, 20-ampere trip, molded case circuit breaker. The interrupting capacity of the circuit breaker shall be 10,000 amperes, symmetrical, at 240 volts..

Control Disconnect: Control disconnect shall be single-pole, 120-volt, AC, 100-ampere frame, 20-ampere trip, molded case circuit breaker. The interrupting capacity of the circuit breaker shall be 10,000 amperes, symmetrical, at 240 volts.

Material storage bin light disconnect.--

Material storage bin light disconnect shall be single-pole, 120-volt, AC, 100-ampere frame, 20-ampere trip, molded case circuit breaker. The interrupting capacity of the circuit breaker shall be 10,000 amperes, symmetrical, at 240 volts.

Neutral and Ground bars.--

Neutral and ground bars shall be 100-ampere copper neutral bars with circuit taps.

Timer: Timer shall be 120-volt, 2-circuit, solid-state programmable timer switch with built-in automatically rechargable battery to hold schedule for at least 7 days during power failure, and power on-off and manual override switches. Each timer circuit shall be programmable for a minimum of 3 independent on-off operations per circuit per day or days of the week in addition to being able to skip selected days. Timer switch shall also have the ability to vary schedules from one day to another day by use of a single button.

Spring Wound Timer Switch: Spring wound timer switch shall be single-pole, single-throw, 20-ampere, 125-volt AC timer switch without a hold feature. Timer switch contact shall remain open in the off position. Timer switch shall be capable of being turned on for 0 to 60-minute time range.

Tank Heater Contactor: Tank heater contactor shall be electrically held, 3-pole, 240-volt contactor. Contactor shall have 120-volt coil and 10-ampere, continuous, double-break, silver alloy contacts.

Pump Heater Contactor: Pump heater contactor shall be electrically held, 2-pole, 240-volt contactor. Contactor shall have 120-volt coil and 10-ampere, continuous, double break, silver alloy contacts.

Pump Motor Starter: Pump motor starter shall be 3-pole, 230-volt, NEMA rated, NEMA size 1, line voltage reversing starter with auxiliary contacts as shown on the plans. Starter shall have 120-volt coil, double break silver contacts, and 3 manual reset, NEMA rated nonadjustable, thermal overloads. Thermal overloads shall be set to trip between 115 percent and 125 percent of the motor full load current as quoted on the nameplate by the motor manufacturer. Reset button shall be externally operable with the control panel exterior door open.

Tank Heater Thermostat: Tank heater thermostat shall be indicating type process temperature controller with 10-foot capillary tube with bulb. Controller shall have diecast aluminum case, 50°F to 250°F temperature range, and AC rating of 2 amperes at 240 volts. Controller shall be Chromalox, Type MF; Partlow, Type MF7; or equal.

Pump Heater Thermostat: Pump heater thermostat shall be a non-indicating type thermostat with 20-foot capillary tube with bulb. Thermostat shall have 55°F to 175°F temperature range, and rated at not less then 8 amperes at 120 volts, AC.

Terminal Block: Terminal block shall be 20-ampere, 300-volt, molded plastic with 2 or more mounting holes and 2 or more terminals in each cast block. Each block shall have a molded marking strip attached with screws. Terminal block shall have tubular, high pressure clamp connectors.

Selector Switch: Selector switch shall be rotary action, double-pole, 2-position, 10-ampere, 240-volt switch. Switch contact shall have an inductive pilot duty rating of 30 amperes (make), 3 amperes (break) and 10 amperes (continuous) at 120 volts and 35 percent power factor. Selector switch shall have a legend plate marked "OFF-ON."

Limit Switch, LS: Limit switch, LS, shall be heavy duty, side rotary, momentary contact, single-pole, double-throw, double-break switch in a NEMA 4 enclosure. Limit switch shall be rated 60-ampere make, 3-ampere break at 240-volt (0.35 power factor), and 10-ampere continuous. Limit switch shall be operated by an adjustable length lever arm with roller.

Connecting Cable: Connecting cable shall be 6-conductor, copper, No. 16 AWG minimum, 600-volt, heavy duty, Type SO power cord. Cable shall be connected to pushbutton station and control panel with cable grips and connectors.

ACCESSORIES

Mobile Platform Ladder: Mobile platform ladder shall meet OSHA standards and shall be constructed of one-inch aluminum tube. Steps and platform shall be constructed of aluminum diamond pattern safety grating. Ladder shall be 60-inch high, consisting of 6 steps, 26" x 14" platform, stair and landing handrails, and spring loaded, automatic ball bearing type swivel brake rubber casters with rubber tipped safety legs.

Hose: Hose shall be suction delivery oil hose, working pressure of 150 psi, 1½-inch inside diameter, 12 feet in length with bronze swivel couplings; U.S. Royal, P5176; Dayco, 7225; Goodall, Specification N-147; or equal.

Pushbutton Station (for Emulsion Pump Control): Pushbutton station shall be pendant control station in NEMA 4X enclosure. Control station shall contain 3 pushbutton operator and contact blocks with contacts as shown on the plans. Contacts shall be rated 10 amperes (continuous) at 240 volts and shall have inductive pilot duty of 30 amperes (make), 3 amperes (break) at 240 volts and 35 percent power factor. Pushbutton station enclosure shall have stainless steel hanger, stainless steel internal strain relief post and a legend plate. Legend plate shall be marked "STOP," "FORWARD," and "REVERSE" at appropriate pushbutton.

FABRICATION

Tank Fabrication:

Steel parts, components and members of the emulsion tank shall be free from loose mill scale, flake rust and rust pitting, shall be well formed and finished to shape and size with sharp, true lines and angles, shall have square corners and smooth bends and shall be free from twists, kinks, warps, dents and open joints. Cuts shall not deviate more than 1/16 inch from the intended line. Bends from shearing or punching shall be straightened. Roughness, notches or gouges shall be removed.

Exposed edges and ends of metal shall be milled or ground smooth with no sharp edges and with corners slightly rounded. Connections and joints exposed to weather shall be constructed and sealed to exclude water.

Welding of steel shall conform to the requirements in the latest edition of the American Welding Society's publication, AWS D1.1, "Structural Welding Code."

Tank thermostat bulb well, nipples, and heater wells shall be extended to 2 inches beyond the outside of the insulation and aluminum jacket.

Insulation studs shall be installed in accordance with the stud manufacturer's recommendations. Percussive welding type studs shall be carefully welded in place with current settings that will not appreciably burn the tank. Studs shall be located at a maximum spacing of 36 inches on center vertically and horizontally, or spaced as recommended by the insulation manufacturer. Studs shall not have washers.

Tank Insulation:

Tank insulation shall be installed and shall be cut and mitered to fit the shape of the tank. Joints shall be sealed and smoothed with fitting cement.

The insulation shall be secured to the top, bottom and sides of the tank with adhesive and studs. Adhesive shall be liberally applied over the entire tank surface.

The hatch lid shall not be insulated.

Aluminum Jacket:

The aluminum jacket shall be installed and shall be fastened in place with aluminum fasteners spaced at 5-inch centers along lap joints in the jacket.

Joints between sections of the jacket shall overlap not less than 3 inches and shall be sealed with butyl rubber sealant to prevent water penetration.

Weeps shall be provided at low points of jacket.

Tank Heater: Heater and terminal arrangements shall allow installation of the heater in Schedule 40, NPS 4 pipe housing in tank and terminating outside the tank with standard fittings accepting electrical terminals.

Pump Heater: Pump heater and terminal arrangements shall allow installation of the heater in Schedule 40, NPS 3 pipe housing in the pump box assembly. Heater lead wires shall be high temperature wires rated minimum at 480°F. Connection of heater lead wires to the standard wires shall be made in an approved junction box mounted outside the pump box.

Tank Control Panel: Control panel shall be installed on the emulsion tank adjacent to the terminal ends of the emulsion heaters. The following electrical components shall be mounted on the control panel mounting panel: main circuit breaker, pump motor disconnect, pump heater disconnect, tank pump heater disconnect, control disconnect, timer, pump heater thermostat, tank heater contactor, pump heater contactor, pump motor starter, and tank thermostat. A schematic and wiring diagram under transparent protective cover shall be set inside the exterior hinged door. The selector switch and timer switch, TS, shall be mounted on the hinged interior door of the control panel.

Pushbutton Station: Pushbutton station shall be installed with a cable hanger and a 15-foot cable between control box and the station.

SHOP FINISHING

Galvanizing: Emulsion tank ladder and hatch assembly shall be hot-dip galvanized after fabrication. The weight of galvanized coating shall be at least one ounce per square foot of surface area.

Shop Primed Steel:

All steel surfaces which are not galvanized shall be cleaned and shop prime painted with 2 coats of red oxide ferrous metal primer. Primer shall not contain lead pigments.

The total thickness of prime coats shall be at least 4 mils.

SHOP QUALITY CONTROL

Inspection and Tests: Before priming the tank shall be tested for leaks for a period of 4 hours by filling with water. All leaks shall be repaired and the tank retested until there is no leakage during an entire test period.

PART 3 - EXECUTION

INSTALLATION

Final Installation:

All hardware shall be galvanized. Isolation coatings shall be provided between abutting incompatible materials.

Unless otherwise approved by the Engineer, field welded splices of structural members will not be permitted.

All bolts shall have hexagon heads and nuts. Plain washers shall be used under bolt heads. Lock washers shall be used under nuts. All nuts shall be drawn up tight.

Finish Painting:

After erection of the tank, all areas where the shop applied primer has been damaged or has deteriorated shall be thoroughly cleaned and spot painted with primer. Spot painted areas shall be approved by the Engineer prior to the application of the finish coats.

Two applications of the finish coating shall be applied to shop primed steel surfaces exposed to view after the erection of the emulsion tank has been completed. Cleaning and painting shall be in accordance with the requirements specified for shop primed steel under "Painting" in Division 9, "Finishes," of these special provisions.

The aluminum jacket, mobile platform ladder or galvanized steel shall not be painted.

FIELD QUALITY CONTROL

Inspection and Testing:

All equipment installed shall be tested by the Contractor in the presence of the Engineer. Defective material, equipment, or workmanship shall be replaced by the Contractor at his expense.

The asphaltic emulsion for operational tests will be State-furnished as provided under "State-Furnished Materials" in Division 1, "General Requirements," of these special provisions.

Operational tests shall include the heating and pumping systems. The tests shall be performed with 300 gallons of asphaltic emulsion in the tank.

Heaters shall be set at 2 temperatures for 3 days each. Temperature settings shall be determined by the Engineer. Heaters shall maintain temperature within 5 percent of set-point.

Pump shall pump 45 gallons of asphaltic emulsion out of and into tank three times. Pump shall deliver a minimum of 15 GPM of asphaltic emulsion at 90°F.

DIVISION 14. CONVEYING SYSTEMS

14.01 PORTABLE VEHICLE LIFT

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing an above ground, 4-post, mobile vehicle lift and accessories in accordance with these special provisions.

SUBMITTALS

Product Data:

Manufacturer's descriptive data for all equipment, including installation instructions, shall be submitted for approval.

Submittals shall include, but not necessarily be limited to the following:

Assembly Drawings
Dimensional Drawings
Control Schematic Diagrams
Wiring Diagrams
Test Report Certifying Compliance with ANSI Standard B153.1.

CLOSEOUT SUBMITTALS

Operations and Maintenance Manuals:

Prior to completion of the contract, 3 identified copies of the operation and maintenance instructions for the vehicle lift shall be delivered to the Engineer at the jobsite. Manuals shall be bound and shall include the following:

Manufacturer's name
Name, address, and telephone number of factory authorized repair facility
Model and serial number
Service manual shall show:

Assembly drawings, parts list, and simplified system diagrams
Descriptions of all equipment and their basic operating features
Routine maintenance and service requirements
Troubleshooting and repair procedures
Accessories and their features and requirements

Inadequate or incomplete manuals will be returned. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

QUALITY ASSURANCE

Manufacturer's Qualifications: The vehicle lift shall be furnished and installed by a manufacturer or authorized representative who has not less than 5 years experience in the manufacture and installation of this type of equipment and who maintains an authorized service representative within the State of California.

Codes and Standards:

All work, including equipment, materials and installation, shall conform to the CBC; the California Code of Regulations, Title 8, Chapter 4, Division of Industrial Safety (DIS); and the American National Standards Institute, Inc. (ANSI) Standard B153.1.

The lift including all components necessary for operation shall be tested as a unit for conformance to ANSI Standard B153.1. Where strength factors are specified, actual load tests shall be performed and the results documented. Where component assembly is specified to a particular code or standard, a statement of compliance with that code or standard shall be included. All tests shall be performed by an independent testing laboratory recognized by the Occupational Safety and Health Administration (OSHA) under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program, Office of Variance Determination.

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.

PART 2 - PRODUCTS

EQUIPMENT

Lift:

Lift shall be comprised of four portable electrically operated components that are connected by electrical cable with at least one of the components having controls to operate all four components. Lift shall be an electromechanical device featuring a screw drive, support base and lifting fork to raise vehicles by their wheels. The lift shall include a fail-safe mechanical locking system at each component to secure the lift at all required height positions.

Lift shall be heavy duty type with a minimum rated capacity of 60,000 pounds and a minimum lifting height of 63 inches measured from the finish floor to the bottom of the lifting fork.

Lifting speed shall be a minimum of 20 inches per minute.

Each portable component shall be driven by an open dripproof electric motor suitable for operation on 3-phase, 230-volt, and 60 Hz service. Electrical controls for all lift components shall be designed for complete synchronized automatic operation, such that all lifting forks shall have parallel and simultaneous movement when going up or down. All movement shall be stopped if the controls are unable to maintain synchronous motion. Electrical control shall be suitable for operation on the supply voltage.

ACCESSORIES

Wheel Adapters: Wheel adapters shall be included to allow lifting of large trucks with tire sizes up to 24 R 22.5 and passenger automobiles with tire sizes down to P175 80 R 13.

High Lift Tripod: Each high lift tripod shall have a lift capacity of not less than 15,000 pounds. Coarse adjustment of height shall be mechanically assisted using either a spring, pneumatic, or hydraulic system which will permit adjustment of the coarse height by one person. Fine adjustment of height shall be accomplished with a screw drive similar to the one used for the lift. Height shall be adjustable from 55 inches to 78 inches. A total of 4 high lift tripods shall be supplied.

Information Plate: Information plate with the following inscriptions shall be attached to the lift:

Manufacturer's name and address
Model number
Serial number
Lift capacity
Date of installation
Statement of compliance with ANSI B153.1

PART 3 - EXECUTION

INSTALLATION

All equipment shall be installed in accordance with the vehicle lift manufacturer's recommendations and the applicable codes.

FIELD QUALITY CONTROL

TESTS

Acceptance Tests:

Testing of the vehicle lift shall be conducted by the Contractor in the presence of the Engineer, using a State-furnished vehicle under various loads up to the maximum specified. If the lift malfunctions or a failure develops, the parts causing the failure shall be replaced or repaired and the test repeated until the vehicle lift performs satisfactorily. The electric motors shall not exceed the full load current as listed on the nameplate of the motor.

The Contractor shall notify the Engineer in writing not less than 5 days prior to the time that the testing is scheduled.

Manufacturer's Field Service: The Contractor shall arrange for a manufacturer's authorized representative at the site of the work to supervise installation, check start-up, and train State personnel.

DEMONSTRATION

Training: The Contractor shall arrange instruction and training for up to 6 State personnel on the operation and maintenance of the equipment. Training shall be scheduled with the Engineer to occur within 2 weeks of the installation of the hoist. Training shall include 8 hours of instruction on equipment operation and maintenance.

DIVISION 15. MECHANICAL

15.01 MECHANICAL WORK

PART 1 - 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 air conditioning, and plumbing.

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.

Roof penetrations shall be flashed and sealed watertight in accordance with the requirements specified under "Sheet Metal Flashing" in Division 7, "Thermal and Moisture Protection," of these special provisions.

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:

Plumbing Fixtures
Shower Unit
Fire Extinguisher
Ball Valves
Emulsion Tank System
Evaporative Cooler
Lube Pump Assembly
Overhead Hose Reel Assembly
Portable Vehicle Lift

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 indexed and bound in a manual form and shall be complete and adequate for the equipment installed. Inadequate or incomplete material shall be returned. The Contractor shall resubmit adequate and complete manuals at no expense to the State.

Operation and maintenance manuals shall be submitted for the following equipment:

Evaporative Cooler
Portable Vehicle Lift

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.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION (Not applicable)

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.

All piping insulation and associated material shall be in accordance with the requirements specified under "Mechanical Insulation," elsewhere in this Division 15.

The pipe sizes shown on the plans are nominal inside diameter. 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 CPC, the manufacturer's recommendations and the requirements specified herein.

PART 2 - PRODUCTS

MATERIALS

PIPE AND FITTINGS (Class and Description)

A1: Schedule 40 galvanized steel pipe conforming to ASTM Designation: A 53, with 150 psi galvanized malleable iron banded screwed fittings and galvanized steel couplings. The weight of the zinc coating shall be not less than 90 percent of that specified in ASTM Designation: A 53.

H3: Type L hard copper tubing conforming to ASTM Designation: B 88, with wrought copper or cast bronze solder joint pressure fittings, stop type couplings and threaded adapters. Solder shall be lead-free.

LP1: 0.083-inch thick seamless steel tubing with high pressure flareless steel tube fittings. Bends, if required, shall be made with tube bender on 4½-inch minimum radius.

LP2: 0.035-inch thick seamless steel tubing with high pressure flareless steel tube fittings. Bends, if required, shall be made with tube bender on 4½-inch minimum radius.

P1: Polyvinyl chloride (PVC) gravity sewer plastic pipe and fittings conforming to ASTM Designation: D 3034, Standard Dimension Ratio (SDR) 35, with integral bell and bell and spigot rubber gasketed joints or conforming to ASTM Designation: D2665 with solvent welded fittings. Rubber gaskets shall conform to ASTM Designation: F 477. Stainless steel clamps with rubber boots shall not be used.

Unions (for Steel Pipe): Unions (for steel pipe) shall be 250 psi, threaded malleable iron, ground joint, brass to iron seat, galvanized or black to match piping.

Unions (for Copper or Brass Pipe): Unions (for copper or brass pipe) shall be 150 psi cast bronze, ground joint, bronze to bronze seat with silver brazing threadless ends or 125 psi cast brass, ground joint, brass to brass seat with threaded ends.

VALVES

Ball Valve: Ball valve shall be two piece, minimum 400 psi WOG, bronze body and chrome plated or brass ball with full size port. Valve shall be Nibco Scott, T-580; Watts, B-6000; Kitz, 56; or equal.

Pipe Hanger (for piping supported from overhead): Pipe hanger (for piping supported from overhead) shall be Grinnell, Model 269; Super Struct, C711; or equal.

Floor, Wall, and Ceiling Plates: Floor, wall, and ceiling plates shall be chromium plated steel or plastic plates having screw or spring clamping devices and concealed hinges. Plates shall be sized to completely cover the hole.

PART 3 - EXECUTION

INSTALLATION

INSTALLATION OF PIPES AND FITTINGS

Pipe and Fittings: Pipe and fittings shall be installed in accordance with the following designated uses:

Designated Use	Pipe and Fitting Class
Domestic water CWin buildings	H3
Sanitary drain and vent piping underground within 5 feet of the building	J1
Lubrication piping, less than 100 feet in length	LP1 (5/8" outside diameter)
Lubrication piping, over 100 feet in length	LP1 (7/8" outside diameter)
Gear oil, motor oil, and automatic transmission fluid (ATF) piping; less than 25 feet in length	LP2 or H3 (5/8" outside diameter)
Gear oil, motor oil, and ATF piping; over 25 feet in length	LP2 or H3 (7/8" outside diameter)
Compressed air	A1
Equipment drains and relief valve discharge	H3

Installing Piping:

Water piping shall be installed generally level, free of traps and bends, and arranged to conform to the building requirements.

Piping installed underground shall be tested as specified elsewhere in these special provisions before backfilling.

Warehouse rooms, equipment bays, and loft areas shall have exposed piping.

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.

Exposed supply and drain piping in rest rooms shall be chrome finished.

Compressed air piping shall be pitched to low point. Ball valved drips shall be provided at all low points. Branches shall be taken off top of main.

Horizontal sanitary sewer pipe inside buildings shall be installed on a uniform grade of not less than ¼ inch per foot unless shown otherwise on the plans.

Wye fittings and 1/8 or 1/16 bends shall be used where possible. Long sweep bends and combination Wye and 1/8 bends may be used only for the connection of branch pipes to fixtures and on vertical runs of pipe.

The Contractor shall provide sleeves, inserts and openings necessary for the installation of pipe, fittings and valves. Damage to surrounding surfaces shall be patched to match existing.

Cutting Pipe: 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 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.

Exposed polished or enameled connections to fixtures or equipment shall be made with special care, showing no tool marks or threads.

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 iron hangers, supports, pipe rests, anchors, sway braces, guides or other special hangers. 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 10 feet. Copper pipe one inch or less in diameter smaller shall have hangers or supports every 6 feet and sizes larger than one inch shall have hangers or supports every 10 feet. 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.

Hangers and Supports:

Hangers and supports shall be selected to withstand all conditions of loading to which the piping and associated equipment may be subjected and within the manufacturer's load ratings. Hangers and supports shall be spaced and distributed so as to avoid load concentrations and to minimize the loading effect on the building structure.

Hangers and supports shall be sized to fit the outside diameter of pipe or pipe insulation. Hangers shall be removable from around pipe and shall have provisions for vertical adjustment after erection. Turnbuckles may be used.

Materials for holding pipe in place shall be compatible with piping material.

Hanger rods shall be provided with locknuts at all threaded connections. Hanger rods shall be sized as follows:

Pipe Size	Minimum Hanger Rod Diameter
½” to 2”	3/8”

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.

Insulating union and insulating connection shall be provided where shown and at the following locations:

In water, gas and air service connections where new metallic pipes connect to existing metallic pipes.

Compression Stop: Each fixture, including hose faucets, shall be equipped with a compression stop installed on water supply pipes to permit repairs without shutting off water mains. Ball valves may be installed where shown on the plans or otherwise permitted by the Engineer.

Flushing Completed Systems: All completed systems shall be flushed and blown out.

Chlorination:

The Contractor shall flush and chlorinate all domestic water piping and fixtures.

Calcium hypochlorite granules or tablets, if used, shall not be applied in the dry form, but shall first be dissolved into a solution before application.

The Contractor shall take adequate precautions in handling chlorine so as not to endanger workmen or damage materials. All pipes and fittings shall be completely filled with water containing a minimum of 50 ppm available chlorine. Each outlet in the system shall be opened and water run to waste until a strong chlorine test is obtained. The line shall then be closed and the chlorine solution allowed to remain in the system for a minimum of 24 hours so that the line shall contain no less than 25 ppm chlorine throughout. After the retention period, the system shall be drained, flushed and refilled with fresh water.

FIELD QUALITY CONTROL

Testing:

The Contractor shall test piping at completion of roughing in, before backfilling, and at other times as directed by the Engineer.

The system shall be tested 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. Surplus water shall be disposed of after testing as directed by the Engineer.

The Contractor shall take precautions to prevent joints from drawing while pipes and appurtenances are being tested. The Contractor shall repair damage to pipes and appurtenances or to other structures resulting from or caused by tests.

General Tests:

All piping shall be tested after assembly and prior to backfill, pipe wrapping, connecting fixtures, wrapping joints and covering the pipe. Systems shall show no loss in pressure or visible leaks.

The Contractor shall test systems according to the following schedule for a period of not less than 4 hours:

Test Schedule		
Piping System	Test Pressure	Test Media
Sanitary sewer and vent	10-foot head	Water
Water	125 psig	Water
Air	125 psig	Air
Lubrication piping	125 psig	Air and Product

During testing of water systems, valves shall be closed and pipeline filled with water. Provisions shall be made for release of air.

Sanitary sewers shall be cleared of obstructions before testing for leakage. The pipe shall be proved clear of obstructions by pulling an appropriate size inflatable plug through the pipe. The plug shall be moved slowly through the pipe with a tag line. The Contractor shall remove or repair any obstructions or irregularities.

15.03 PLUMBING FIXTURES

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing plumbing fixtures in accordance with the details shown on the plans and these special provisions.

PART 2 - PRODUCTS

General: Plumbing fixtures shall be white in color and shall meet the following requirements:

Lavatory (Wall-mounted): Lavatory shall be vitreous china, with back, integral perforated grid carrier with concealed arms. Lavatory shall be equipped with temperature controls to limit the hot rate of hot water to no more than 0.5 GPM. Lavatory shall be ADA compliant.

	Gerber	Crane	Kohler
Lavatory	"West Point"	""	""
Drain	--		
Supplies	Brass Craft	Moen	
Faucet		Moen	
Trap	1¼-inch chromium plated brass exposed bent tube adjustable 17-gage minimum thickness.		
Carrier	Concealed wall mounted carrier with leveling screws and locking devices; Zurn, J.R. Smith, Josam, Wade, Jonespec, or equal.		

Cup Dispenser: Cup dispenser shall be wall mounted with screws, stainless steel, self adjusting, top loading, gravity fed dispenser with flip cap. Cup dispenser shall hold not less than 90 cups. Dispenser shall accommodate 3-oz to 5-oz cups. A minimum of 2500 cups shall be supplied to fill the dispenser.

PART 3 - EXECUTION

INSTALLATION

All finish for exposed metal on any fixture, including wall flanges, bolts, nuts and washer, shall be polished chrome plated.

Fixtures shall be sealed to wall or floor with silicone caulk bead.

All exposed metal surfaces on fixture supports shall be enameled to harmonize with fixtures.

Wall mounted fixtures shall be installed on concealed chair carriers designed to support weight of fixture from the floor, made for the specific fixture to be supported and for the particular installation conditions.

All fixtures, including showers, shall be provided with accessible metal stop valves.

Hot water supply, trap and tailpiece on lavatories shall be wrapped with insulating material.

Cup dispenser shall be installed in accordance with the manufacturer's recommendations. Cup dispenser shall be mounted after painting work has been completed and shall be mounted plumb, secure and rigid.

FIXTURE MOUNTING HEIGHTS

Unless otherwise noted, fixtures shall be mounted at the heights shown on the plans.

FIELD QUALITY CONTROL

Testing:

The Contractor shall test piping in accordance with the requirements specified elsewhere in these special provisions.

All installed fixtures shall be tested for proper operation after all plumbing work has been completed.

15.04 WHEELCHAIR ACCESSIBLE SHOWER UNIT

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing a wheelchair accessible shower unit and fittings in accordance with the details shown on the plans and these special provisions.

SUBMITTALS

Product Data: Manufacturer's descriptive data, installation instructions and color palette shall be submitted for approval. The color shall be selected from the manufacturer's standard product line by the Engineer after approval of the contract.

QUALITY ASSURANCE

Codes and Standards: Shower units shall conform to the requirements of the California State Accessibility Standards contained in the CBC.

PART 2 - PRODUCTS

Shower Stall:

Shower stall shall be single unit, single piece construction with clear interior dimensions as shown on the plans, and no obstruction at the threshold. Shower stall shall be fabricated from gel-coated fiberglass or acrylic with a Class I Flame Spread. Shower unit shall be reinforced to accommodate the grab bars and seat.

Shower unit shall not have a threshold or recessed drop. The floor shall be slip-resistant, sloping a maximum of ½ inch per foot to a drain located near the rear wall.

Shower unit shall be provided with the following fittings and accessories: stainless steel corner grab bar and folding teakwood or woodgrain phenolic wheelchair transfer seat, each capable of resisting 250 pounds of lateral, vertical and tensile load, stainless steel soap dish, chromium plated or stainless steel curtain rod, chromium plated steel hand-held shower head with ball joint, chromium plated 60-inch long flexible shower spray hose, chromium plated fixed shower head, chromium plated metal outlet drain with removable strainer, chromium plated single lever control thermostatic mixing valve with control cartridge with no metal to metal wearing surface, a lever operated shower head selector, and vinyl shower curtain with corrosion resistant hooks.

Shower stall units shall be Crane; Florestone; Maron and Associates; or equal.

PART 3 - EXECUTION

INSTALLATION

Shower shall be installed with the manufacturer's instructions. All joints shall be sealed and caulked watertight.

15.05 AIR CONDITIONING EQUIPMENT AND SYSTEMS

PART 1 - GENERAL

Scope: This work shall consist of furnishing, installing and testing air conditioning equipment and systems in accordance with the details shown on the plans and these special provisions.

The performance rating and electric service of the AC equipment shall be as shown on the plans.

Temperature Controls: Thermostats, relays, time switches, and other sensor type control devices required for this work shall be furnished and installed by the supplier of the air conditioning equipment. All temperature control wiring shall be furnished and installed in accordance with the requirements specified in Division 16, "Electrical," of these special provisions.

Codes and Standards:

Equipment and systems shall conform to California State Energy Commission Regulations and, where applicable, shall be American Refrigeration Institute (ARI), American Gas Association (AGA), Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), and Air Movement and Control Association (AMCA) approved for performance ratings and application shown on the plans.

Any appliance for which there is a California standard established in the Appliance Efficiency Standards may be installed only if the manufacturer has certified to the Commission, as specified in those regulations, that the appliance complies with the applicable standards for that appliance. Space conditioning equipment may be installed only if the manufacturer has certified that the equipment meets or exceeds all applicable efficiency requirements listed in the Energy Efficiency Standards.

PART 2 - PRODUCTS

COOLING UNITS

Evaporative Cooler:

Evaporative cooler shall be a factory assembled unit having removable side panels with filters and a bottom drain. The cabinet shall be fabricated from a high strength UV protected polymer. The drain fitting shall be threaded for connection to drain piping.

All parts of the float valve and recirculating pump, which come into contact with water, shall be of stainless steel or other corrosion resistant material.

The control switch shall be a 6-position switch with the following selective settings: cooling, fan only, high speed, low speed, pump only and off. The unit shall also include a wireless hand-held remote control.
The evaporative cooler shall be Convair, Adobeair; or equal.

Time Switch: Time switch shall be one-hour, spring-wound, "OFF" type time switch without a "HOLD" feature. Time switch shall be Intermatic, Type F60M; Tork, A500 Series; or equal.

PART 3 - EXECUTION

INSTALLATION

Evaporative Cooler: Wall mounted evaporative cooler shall be provided with drain piping routed to within 6 inches of the ground.

Mounting Heights: Thermostats and time switches shall be installed as shown on the plans.

FIELD QUALITY CONTROL

Pre-test Requirements:

Before starting or operating systems, equipment shall be cleaned and checked for proper installation, lubrication and servicing.

The Contractor shall replace or revise any equipment, systems or work found deficient during tests.

All automatic operating devices which are pertinent to the adjustment of the aforementioned air systems shall be set and adjusted to deliver the required quantities of air and at temperatures specified by the Engineer. All control work shall be done in collaboration with the control manufacturer's representative.

Project Completion Tests:

The Engineer shall be notified at least 3 working days in advance of starting project completion tests.

Upon completion of mechanical work and pre-test requirements, or at such time prior to completion as determined by the Engineer, the Contractor shall operate and test installed mechanical systems for at least 3 consecutive 8-hour days to demonstrate satisfactory overall operation.

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 equipment and devises 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. Attention is directed to "Asphalt Emulsion Tank," regarding the equipment connection to the electrical system.

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.

Manual shall be submitted for the following equipment:

Asphaltic Emulsion Tank Control Panel

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.

PART 2 - EXECUTION

TESTING

After the electrical system installation work has been completed, the electrical system shall be tested in the presence of the Engineer to demonstrate that the electrical system functions properly. The Contractor shall make necessary repairs, replacements, adjustments and retests at his expense.

16.02 BASIC MATERIALS AND METHODS

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing conduits, conductors, fittings, and wiring devices in accordance with the details shown on the plans and these special provisions.

Conduits, conductors, fittings, and wiring devices shall include those accessories and appurtenances, not mentioned, that are required for the proper installation and operation of the electrical system.

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 walls, 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.

Electrical Metallic Tubing (EMT) and Fittings:

Electrical metallic tubing shall be formed of cold rolled strip steel, electrical resistance welded continuously along the longitudinal seam with zinc coating outside and enamel or lacquer coating inside.

Couplings shall be electroplated, rain and concrete tight, gland compression type, steel body couplings with malleable iron nuts.

Connectors shall be electroplated, rain and concrete tight, gland compression type, steel body connectors with male hub, malleable die cast zinc and insulated plastic throat.

Flexible Metallic Conduit and Fittings:

Flexible metallic conduit shall be fabricated in continuous lengths from galvanized steel strip, spirally wound and formed to provide an interlocking design.

Fittings shall be electroplated screw-in type with malleable cast iron body and threaded male hub with 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.

CONDUCTORS

Conductors:

Conductors shall be stranded copper wire.

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

1. Conductors across hinges of control panel enclosures shall be Type MTW.
2. Conductors shall be type XHHW-2 in wet, underground, and outdoor locations.
3. Conductors shall be type THHN in dry locations.

Wire Connections and Devices: Wire connections and devices shall be pressure or compression type, except that connectors for No. 10 AWG and smaller conductors in dry locations may be preinsulated spring-pressure type.

ELECTRICAL BOXES

Outlet, Device and Junction Boxes:

Unless otherwise shown or specified, boxes shall be galvanized steel boxes with knock-outs and shall be the size and configuration best suited to the application indicated on the plans. Minimum size of outlet, receptacle, switch or junction boxes shall be 4 inches square by 1½ inches deep, except that switch boxes for the installation of single switches and outlet boxes for flush-mounted light fixtures shall be 2" x 3" x 1½" deep.

Multiple switches shall be installed in standard gang boxes, unless otherwise specified or shown on the plans.

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.

Flush-mounted boxes shall have stainless steel covers, 0.04 inch thick. Cover screws shall be metal with finish to match cover finish.

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

Weatherproof junction boxes shall have cast iron covers with gaskets.

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

Sectional device plates will not be permitted.

Underground Pull Boxes:

Pull boxes shall be high density reinforced concrete box with ultraviolet inhibitor polyethylene etched face anchored in concrete and fiberglass cover with hold down bolts. The polyethylene and fiberglass material shall be fire resistant and show no appreciable change in physical properties with exposure to the weather. No. 3 1/2 pull box shall be Brooks Products, No. 3 1/2; Christy Concrete Products, N9; or equal. No. 5 pull box shall be Brooks Products No. 5; Christy Concrete Products, N30; or equal.

Traffic rated pull boxes shall be high density reinforced concrete box with steel cover with hold down bolts and bonding strap. Pull box and cover shall be designed for H20 loading. No. 3 1/2 pull box shall have inside dimensions of 19¼ inches by 13¼ inches and No. 5 pull box shall have inside dimensions of 27 1/8 inches by 16 1/8 inches.

RECEPTACLES AND SWITCHES

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

Duplex Receptacles: Duplex receptacles shall be NEMA Type 5-20R, 3-wire, 20-ampere, 125-volt AC, safety grounding, ivory color, specification grade receptacle suitable for wiring with stranded conductors.

Vehicle Lift Receptacles: Vehicle lift receptacles shall be surface mounted, 600 volt, 60-ampere, 3-wire, 4-pole circuit breaking, weather resistant, raintight, receptacle with female interior assembly. The receptacle shall be complete with back box, angle adapter and spring door. The receptacle shall be grounded through extra pole and shell, and shall have crimp or solder type connections. A mating plug for the receptacle shall be provided and connected to the portable vehicle lift power cable.

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

Timer Switch (in Material Storage Bin): Timer switch shall be single-pole, 120-volt, 20-ampere, quiet type, single throw, spring wound timer switch with one-hour limit and without a hold feature. Switch shall be suitable for wiring with stranded conductors and enclosed in a cast metal box with a weatherproof cover.

MISCELLANEOUS MATERIALS

Warning Tape: Warning tape shall be 4-inch wide and contain the printed warning "CAUTION ELECTRICAL CONDUIT" in bold ¾-inch black letters at 30-inch 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 155 pounds per 4-inch wide strip and shall have a minimum elongation of 700 percent before breaking.

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 1 5/8 inches by 1 5/8 inches, 12-gage galvanized steel channel with 17/32-inch diameter bolt holes, 1½ inches on center in the base of the channel.

Ground rod(s): Ground rod(s) shall be a ¾-inch (minimum) galvanized or copper clad steel rod, 10 feet long.

PART 3 - EXECUTION

INSTALLATION

Conduit:

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

Electrical metallic tubing may be used in furred spaces and for exposed work indoors above the switch height.

Unless otherwise specified or shown on the plans, flexible metal conduit shall be used to connect suspended lighting fixtures, motors, HVAC equipment, and other equipment subject to vibration in dry locations.

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 30 inches below grade. All risers and elbows through building floors 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.

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 12 inches from a parallel hot water or steam pipe or 3 inches from such lines crossing perpendicular to the runs.

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

All metal conduits, metal conduit risers, and metal conduit elbows in contact with soil or concrete shall be wrapped with a double layer of 20-mil thick pipe wrapping tape. Each individual layer shall be overlapped a minimum of 50 percent.

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.

Rigid non-metallic conduits shall be terminated inside the underground pull boxes with an approved conduit bushings or fittings. All conduits shall enter the pull box at an angle of 90 degrees .

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 6 inches 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 6 inches of slack at each outlet and device connection. If the outlet or device is not at the end of a run of wire, connection shall be made with correctly colored pigtails tapped to the runs with splices as specified herein.

Branch circuit conductors in panelboards and load centers 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 No. 6 AWG or larger may be color coded by colored tape at each connection and where accessible. Ungrounded conductor color coding shall be as follows:

SYSTEM	COLOR CODE
120/240V-Single phase	Black, blue
120/240V-Three phase	Black, orange, blue

Once an insulated circuit conductor, including grounded and ungrounded conductors, is identified with a specific color code, that color code shall be used for the entire length of the circuit.

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 working 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. 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.

Outlet, Device and Junction Box Installation:

Where exposed threaded steel conduits are connected to an outlet, device, or junction box below switch height, the box shall be a cast metal box. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall be sheet steel boxes. Weatherproof outlet, device and junction boxes shall have cast metal covers with gaskets. Unless otherwise shown on the plans or specified in these special provisions, all other boxes shall have standard galvanized covers.

All boxes shall finish flush with building walls, ceiling and floors except where exposed work is called for.

Raised device covers (plaster rings) shall be installed on all boxes concealed in concrete, masonry or stud walls.

No unused openings shall be left in any box. Knockout seals shall be installed as required to close openings.

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

Boxes in stud walls and partitions shall not be mounted back to back. Through-wall boxes shall not be used.

Boxes installed in metal stud walls shall be equipped with brackets designed for attaching directly to the studs or shall be mounted on heavy gauge galvanized steel, snap-in box supports.

Fixture outlet boxes installed in suspended ceilings of gypsum board or lath and plaster construction shall be mounted on 16-gage metal channel bars attached to main ceiling runners.

Fixture outlet boxes for pendant-mounted fixtures installed in suspended ceilings supporting acoustical tiles or panels shall be supported directly from the structures above.

Underground Pull Box Installation:

Electrical pull box covers or lids shall be marked "ELECTRICAL." Telephone service pull box covers or lids shall have plain, unmarked covers.

The bottom of pull boxes shall be bedded in 6 inches of clean, crushed rock or gravel and shall be grouted with 1½-inch thick grout prior to installation of conductors. Grout shall be sloped to a one-inch PVC pipe drain hole. Conduit shall be sealed in place with grout.

Top of pull boxes shall be flush with surrounding grade or top of curb. In unpaved areas where pull box is not immediately adjacent to and protected by a concrete foundation, pole or other protective construction, the top of pull box shall be set at plus one inch above surrounding grade. Pull boxes shown on the plans in the vicinity of curbs

shall be placed adjacent to the back of curb. Pull boxes shown on the plans adjacent to lighting standards shall be placed on the side of foundation facing away from traffic.

Ground Rod(s) Installation: The ground rod(s) shall be driven vertically until the top is 6 inches 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.

Anchorages:

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 at the following mounting heights, unless otherwise shown on the plans. The mounting height dimensions shall be measured above the finished floor to the bottom of the device or component.

Wall switches	3’-4”
Convenience outlets	3’-4”

16.03 ELECTRICAL EQUIPMENT

PART 1 - GENERAL

SUMMARY

Scope: This work shall consist of furnishing and installing panelboards, starters, disconnect switches, transformers, and related accessories in conformance with the details shown on the plans and these special provisions.

Related Work: Anchorage devices shall be as specified under "Basic Materials and Methods" elsewhere in Division 16.

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.

PART 2 - PRODUCTS

STARTERS

Evaporative Cooler Combination Starter: Evaporative cooler combination starter shall be combination 3-pole, 240-volt, NEMA Size 00, NEMA rated, line voltage starter and motor circuit protector in a NEMA Type 1 enclosure. Evaporative cooler starter shall have 120-volt coil, double-break silver contacts and a 3-pole manual reset, non-adjustable thermal overloads, set to trip between 115 and 125 percent of full load motor current, as quoted on the nameplate by the motor manufacturer.

SWITCHES

Evaporative Cooler Disconnect switch: Evaporative cooler disconnect switch shall be 3-pole, 240-volt, AC, 30-ampere, non-fusible, general duty safety switch in a NEMA Type 3R enclosure with provision for padlocking in the "OFF" position.

Overhead Door Operator Disconnect Switch: Overhead door operator disconnect switch shall be 3-pole, 240-volt, AC, 30-ampere, non-fusible, general duty safety switch in a NEMA Type 1 enclosure with provision for padlocking in the "OFF" position.

MISCELLANEOUS MATERIALS

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.

Warning Plates: Warning plates shall be laminated phenolic plastic with white core and red front and back. Warning plates inscription shall be in capital letters etched through the outer layer of the nameplate material.

Plywood Backing Board: Plywood backing board for mounting electrical or telephone equipment shall be ¾-inch, APA plywood panels, C-D PLUGGED and touch-sanded, Exposure 1.

PART 3 - EXECUTION

INSTALLATION

Plywood Backing Board:

Plywood backing board shall be securely fastened to walls or other vertical framing.

Surface to be coated shall be cleaned of all dirt, excess materials, and filler by hand cleaning.

Exposed surfaces of plywood backing board shall be coated in conformance with the provisions in "Wood, Painted" specified under Division 9 "Painting," of these special provisions. The color shall match surrounding surfaces, or shall be as directed by the Engineer.

Coatings shall be applied in conformance with the manufacturer′s instructions. Each coat shall be applied to a uniform finish, free of skips, brush marks, laps or other imperfections.

Existing Panelboards: Provide new circuit breakers, where required to match existing type unless otherwise shown on the plans. Provide mounting hardware, bus straps, and related materials for proper circuit breaker installation. Provide new panelboard identification nameplate with designation as shown for each panelboard. Remove existing nameplates where applicable. Provide new typewritten circuit directory reflecting changes made under the Contract.

A typewritten directory under transparent protective cover shall be provided and set in metal frame inside each cabinet door. Directory panel designation for each circuit breaker shall include complete information concerning equipment controlled, including room number or area designated on the plans.

Equipment Identification:

Equipment shall be identified with nameplates fastened with self-tapping, cadmium-plated screws or nickel-plated bolts.

Nameplate inscriptions shall be ¼" high letters as follows:

1. Inscriptions for starters, timer switches, disconnect switches and pushbuttons shall be the respective device it is controlling and shall read in the following example: OVERHEAD DOOR;
2. Inscriptions for Emulsion Tank Control Panel shall be as shown on the plans.

Warning Plates:

Warning plates shall be attached to designated equipment with self-tapping cadmium-plated screws or nickel-plated bolts.

16.04 LIGHTING

PART 1 – GENERAL

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

SUBMITTALS

Manufacturer's descriptive information, photometric curves, catalog cuts, and installation instructions shall be submitted for approval. Any other data as requested by the Engineer shall also be submitted for approval.

PART 2 - PRODUCTS

Lighting Fixture Lamps: Lighting fixture lamps shall be type and size as shown on the plans. Lamps shall be General Electric, Phillips, Sylvania, or equal.

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

Lighting Fixtures: Lighting fixtures shall be as shown on the plans and as specified herein. Outdoor luminaires shall be listed and labeled "Fixture Suitable For Wet Locations."

F1: Ceiling surface-mounted, white finish, fluorescent fixture 4' long with one-32 watt T8 lamp, 120-volt electronic ballast and one-piece, clear acrylic, wraparound diffuser. The fixture shall be Day Brite, SJ series; Lithonia, CB series; or equal.

F2: Ceiling surface-mounted, white finish, fluorescent fixture 4' long with two-32 watt T8 lamps, 120-volt electronic ballast and one-piece, clear acrylic, wraparound diffuser. The fixture shall be Day Brite, OWW series; Lithonia, LB series; or equal.

MH1: Outdoor, surface mounted, UL listed for wet location, 150-watt, 120-volt metal halide luminaire with integral ballast and vandal resistant lens. The luminaire shall be Lithonia, VR4C series, Day brite CL1 series or equal.

Exit Sign: Exit sign shall be ceiling surface mounted, self luminous type which requires no electrical input and rated minimum 10 years life. Exit sign shall have white housing with red legend and shall meet U. L., NFPA ans OSHA illumination standards. Exit sign shall be Lithonia, Emegi-Lite, or equal.

PART 3 - EXECUTION

Lighting Fixtures:

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

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

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