



PROJECT MANUAL

**ESTERO BLUFFS STATE PARK
Villa Creek Estuary Enhancement
San Luis Obispo County, California
No. C26863004
June, 2026**



**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION**

SMALL BUSINESS PREFERENCE NOTICE

5% Small Business Preference

5% SMALL BUSINESS PREFERENCE PROGRAM

What is a California Certified Small Business (SB)?

- 1) For a business to be considered a Small Business (SB), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94.
- 2) Your business may be eligible if it meets all of the following*:
 - a. Must be independently owned and operated.
 - b. Cannot be dominant in its field of operation.
 - c. Must have its principal office located in California.
 - d. Must have its owners (or officers in the case of a corporation) domiciled in California.
 - e. Together with its affiliates, be either:
 - A business with 100 or fewer employees, and an average annual gross receipts of \$16 million or less over the previous three tax years, **or**
 - A manufacturer with 100 or fewer employees.
 - f. Microbusiness: A small business will automatically be designated as a microbusiness if gross annual receipts, together with all affiliates, are less than \$5,000,000 or, the small business is a manufacturer with 25 or fewer employees.

* For additional details visit the [Department of General Services \(DGS\) website](#).

What is the Small Business Preference?

5% Small Business Preference: State law allows certified small business (SB) and microbusiness (MB) firms to receive a 5% bidding preference on applicable state solicitations. The 5% preference is also available for non-certified businesses who subcontract 25% of contract amount with a certified SB/MB. **In no event shall the SB preference or non-SB subcontracting preference exceed \$50,000 in any single bid.**

The effect of the preference is to help SBs/MBs be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount.

1. How does the 5% Small Business (SB) Preference Work?

- a) The following example shows how the 5% preference computation works, and how it is used to determine a successful bidder.

Bidder	Bid Amount	Bid After 5% Preference	Small Business Status
1	\$30,750	\$30,750	Claims small business status, but is not CA certified
2	\$28,975	\$28,975	Does not claim to be a small business
3	\$29,520	\$29,520	Claims small business status, but their CA certification has expired
4	\$29,870	\$28,421	Claims small business and is CA Certified

b) Computation Method for example 4-a:

1. Five percent is applied to the **lowest (non-certified small business)** responsible bid ([Bidder 2] \$28,975 x .05 = \$1448.75).
2. The preference amount (\$1,448.75) is subtracted from the certified small business (Bidder 4's) bid amount (\$29,870 - \$1,448.75 = \$28,421.25).
3. Bidder 4's computed total is \$28,421.25, making them the lowest bidder.
4. The contract is awarded to Bidder 4 for \$29,870.

c) **NOTE:** *The 5% SB preference is applied to currently certified and registered small businesses and is used for bid evaluation purposes and **does not alter the bid's actual amount.***

2. Documentation

- a) Bidders must provide a printout from the State's SB/DVBE vendor system showing your certification and expiration date from the following web site. www.Caleprocure.ca.gov
- b) If a non-certified firm is claiming the SB Preference based on subcontracting at least 25% of the contract to a certified SB/MB, you must include a complete GSPD 05-105 with your bid. An evaluated bid under the 25% SB subcontracting qualification cannot displace a certified and registered SB.
- c) At completion of performance and when SB participation was included toward SB goals under this contract, then the contractor must complete and submit form DPR 489 to the State's designated representative under this contract and within the time specified within the contracting documents or within 60 days of receipt of final payment, whichever ever is sooner.

3. Verification

Information submitted by the bidders to claim the SB Preference will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

4. To locate SB/MB contractors:

- a) Contact the department's contracting official named in this solicitation for any SB/MB contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify SB/MB contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance: www.parks.ca.gov/advocate.
- b) Access the list of all certified SB/MBs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at: www.Caleprocure.ca.gov
- c) Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a SB/MB.
- d) Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.Caleprocure.ca.gov

5. Information

The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies SB/MB contractors. For more information, please contact

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA 95605

www.dgs.ca.gov/PD/Contact
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDSHelp@dgs.ca.gov

Disabled Veteran Business Enterprise (DVBE) Notice

DVBE Participation Requirement and Incentive for Invitation For Bids (IFB)

1. Bidder's attention is directed to the Disabled Veteran Business Enterprise (DVBE) Participation Requirement for bidders, as outlined in the accompanying bid package.
2. In order to be responsive and eligible for award of the contract, bidder must attain the prescribed goals for the DVBE participation.

**The DVBE Participation Requirement
for this solicitation is 6%.**

**Failure to fulfill the DVBE requirement will render
your bid non-responsive.**

3. It is essential that you commence the required participation process **immediately**, to allow adequate response time for potential DVBE participants.
4. The DVBE participation requirement is mandatory by state law, whether you are conducting business as an individual, partnership or corporation.

IMMEDIATE ACTION REQUIRED

5. What is a Disabled Veteran Business Enterprise (DVBE)?

- a) For a business to be considered a Disabled Veteran Business Enterprise (DVBE), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94. Please see the following website for more information about DVBE certification benefits and eligibility requirements:

www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

- b) Only DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE participation and/or incentive program requirements.

6. **Commercially Useful Function Definition**

- a) California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.
- b) A person or entity must perform a commercially useful function (CUF) as defined under Military and Veterans Code (MVC) §999.
- c) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

7. What is the DVBE participation requirement?

- a) **Bidders must commit at minimum 6% of their total bid** to currently certified and registered DVBE companies for this solicitation. All bidders must meet the full participation requirement based on the total bid amount in order to be considered a responsive bidder.
- b) **Reporting Requirement:** *If, for this agreement and pursuant to Military & Veterans Code (MVC) 999.5 (d), a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:*
1. *the total amount the prime contractor received under the contract*
 2. *the name and address of the DVBE(s) that participated in the performance of the contract*
 3. *the amount each DVBE received from the prime contractor*
 4. *that all payments under the contract have been made to the DVBE(s)*
 5. *the actual percentage of DVBE participation that was achieved*

- c) *You will be required to report to DPR the actual dollars spent with each DVBE subcontractor on a STD. 817. If awarded the contract you will receive this form at the completion of the contract. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))*

8. What is the DVBE Incentive Program?

- a) The DVBE Incentive Program was established by statute and applies to contracts solely financed by State funds. This program is separate from the DVBE Participation Program. The incentive is designed to encourage bidders to partner with DVBE subcontractors.
- b) DVBE incentive will be given to bidders who provide DVBE participation above 6%.
- c) The incentive may be combined with other incentives and preferences up to an established cap of \$100,000.00. **The incentive is used only for evaluation purposes and does not alter the amounts of the actual bids.**

9. Who is eligible to receive the incentive?

- a) Any responsive bidder who has attained more than the required amount (6%) of DVBE participation per the solicitation instructions.

10. Documentation

- a) To be considered a responsive bidder, bidders must document at least 6% DVBE participation commitment by completing and submitting the following forms:
 - 1. GSPD 05-105, Bidder Declaration
 - 2. DGS PD 843, DVBE Declaration
- b) GSPD 05-105, Bidder Declaration: The GSPD 05-105 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. **The form must be submitted with the bid package.** If there is a discrepancy between the dollar amount and percentage of bid for DVBE participation then the percentage shall prevail.
- c) DGS PD 843, DVBE Declaration: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A DGS PD 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime contractor or subcontractor .
- d) Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive and may be declared unresponsive due to DVBE participation requirements. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.
- e) Information submitted by the bidders to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

11. How does the DVBE Incentive Program Work?

- a) The DVBE incentive is used only for evaluation purposes to determine the successful bidder and does not alter the amounts of the actual bids. A dollar cap of \$100,000.00 is set for all combined incentives and preferences.
- b) For contracts to be awarded based on the Low Price Method, the incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per Table A below. The Computation Method does not include the small business preference; however, the small business preference may be applied and may affect the application of the incentive and the outcome of the ranking.

c) **Table A – Invitation For Bid (IFB) (aka Low Price Method)**

Confirmed DVBE Participation of	DVBE Incentive Amount for IFB
10% or more	5% of lowest responsive and responsible bid
9% - 9.99%	4% of lowest responsive and responsible bid
8% - 8.99%	3% of lowest responsive and responsible bid
7% - 7.99%	2% of lowest responsive and responsible bid
6.01% - 6.99%	1% of lowest responsive and responsible bid

d) **Computation Method**

Low Price Method

Bidder Name	A	B	C
Original Bid Price	\$98,000.00	\$102,100.00	\$100,000.00
DVBE Participation for certified DVBE Prime or Subcontractors	4%	8%	6%
Initial Ranking	Unresponsive	2	1
DVBE Incentive (from Table A)	n/a	3%	n/a
Incentive Amount (% x Lowest Responsive and Responsible Bid Price)	n/a	\$3,000.00 (3% x \$100,000)	n/a
Evaluated Bid Price (Bidder's Price - Bidder's Incentive Amount)	n/a	\$99,100.00 (\$102,100 - \$3,000)	n/a
Final Rank:	Unresponsive	1	2

12. Substitution of Proposed DVBE

- a) If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.
- b) The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated GSPD 05-105 must be submitted to the award office of Department of Parks and Recreation. The substitution request must be approved before the substitution can take place.
- c) Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.
- d) Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the State. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- e) Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

13. To locate DVBE contractors:

- a) Contact the department's contracting official named in this solicitation for any DVBE contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance:
- b) Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>

Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC), that apply to the elements of work you want to subcontract to a DVBE.

- c) Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at:
www.Caleprocure.ca.gov
- d) The State of California, Department of General Services (DGS), Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA 95605

www.dgs.ca.gov/PD
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDSHelp@dgs.ca.gov

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist**

1. The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the "Disabled Veteran Business Enterprise (DVBE) Participation Program." As mandated by law, state agencies have a goal to award at least 3% of their annual contract dollars to certified DVBE's.
2. When a firm bids on a state DPR contract that contains DVBE participation, the the dollar amount of **the bid must meet the 6% participation requirement** set by DPR.
3. **INCOMPLETE DOCUMENTATION (GSPD 05-105 AND DGS PD 843) MUST RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.**
4. The following checklist is provided to assist bidders with their DVBE participation documentation:

a) GSPD 05-105, Bidder Declaration

- ☐ All DVBE participation is indicated.
- ☐ The names of each participating DVBE company is listed with the dollar value and applied percentage of the bid.
- ☐ A copy of the printout from eProcurement system showing the company's DVBE certification status.
- ☐ The DVBE participation percentage listed agrees with the dollar value claimed.

b) DGS PD 843, DVBE Declaration

- ☐ A completed and signed DGS PD 843 is included with the bid for every DVBE (whether prime contractor or subcontractor) included.

NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
ESTERO BLUFFS STATE PARK
Villa Creek Estuary Enhancement
San Luis Obispo County, California

TABLE OF CONTENTS

	<u>Number of Pages</u>
Cover Sheet	1
Small Business (SB) Preference Notice (DPR 478PW)	2
Disabled Veteran Business Enterprise (DVBE) Notice (DPR 479IP)	6
Table of Contents	2
Notice to Contractors.....	5
Instructions to Bidders (Section 00100) (DPR 482A)	3
Bidder Declaration (GSPD 05-105) (Sample).....	2
DVBE Declarations (DGS PD 843) (Sample)	1
Commercially Useful Function – Bidder Certification (DPR 87) (Sample)	1
Non-Collusion Affidavit (DPR 837) (Sample).....	1
Bidder's Bond (DPR 495) (Sample).....	1
California Public Contract Code Section 10162 Questionnaire (DPR 20) (Sample).....	1
Darfur Contracting Act Form (DPR 74) (Sample)	1
Fair Chance Employment Act (DPR 282PW) (Sample).....	1
Artificial Intelligence (AI) Disclosure Form (DPR 97B) (Sample)	3
California Civil Rights Laws Certification (DGS OLS 04) (Sample)	1
Standard Agreement (STD 213PW) (Sample)	2
Exhibit A Scope of Work (DPR 603PW) (Sample)	1
Exhibit B Budget Detail and Payment Provisions (DPR 604PW) (Sample).....	2
Exhibit B, Attachment 1 - Public Works Bid Form (DPR 482B) (Sample).....	2
Exhibit D Special Terms and Conditions (DPR 605PW) (Sample)	1
Payment Bond (STD 807) (Sample).....	1
Performance Bond (Sample).....	1
Payee Data Record (STD 204) (Sample)	2
Payee Data Record (STD 205) (Sample).....	2
Contractor Certification Clause (CCC 04/2017)	5
 <u>Division 00 – Procurement and Contracting Requirements:</u>	
Section 000700 – General Conditions (DPR 483)	14
Section 000802 – Supplemental Conditions.....	1
Section 000803 – Mined Products and Materials	2
Section 000804 – Disposal of Refuse	1
Section 000810 – Constraints and Mitigations	12
 <u>Division 01 – General Requirements:</u>	
Section 011000 – Summary	2
Section 011400 – Work Restrictions	4
Section 011410 – Permit Requirements.....	6
Section 012500 – Substitution Procedures	3
Section 012600 – Contract Modification Procedures	3
Section 012900 – Payment Procedures	3
Section 013100 – Project Management and Coordination	8

Table of Contents

Page 2

Number of Pages

Section 013200 – Construction Progress Documentation	7
Section 013300 – Submittal Procedures	8
Section 014000 – Quality Requirements	11
Section 014200 – References	12
Section 015000 – Temporary Facilities and Controls	3
Section 016000 – Product Requirements	6
Section 017300 – Execution	5
Section 017419 – Construction Waste Management and Disposal	8
Section 017700 – Closeout Procedures	6

Specifications:

Section 062000 – Large Wood Structures	6
Section 311200 – Clearing & Grubbing	1
Section 311235 – Storm Water Pollution Prevention Plan	6
Section 312200 – Earthwork	3
Section 321000 – Asphalt Pavement Base and Surface Treatments	18
Section 321216 – Asphalt Paving	7

Appendix:

Appendix A - Sign Placement Standards	2 Sheets
---	----------

Drawings:

ESTERO BLUFFS STATE PARK

Villa Creek Estuary Enhancement	14 Sheets
---------------------------------------	-----------

Bid Forms:

Bidder's Checklist	1
Public Works Bid Form (DPR 482B)	2
DVBE Notice (DPR 479IP)	6
Bidder Declaration (GSPD 05-105)	2
DVBE Declarations (DGS PD 843)	1
Commercially Useful Function – Bidder Certification (DPR 87)	1
Non-Collusion Affidavit (DPR 837)	1
Bidder's Bond (DPR 495)	1
California Public Contract Code Section 10162 Questionnaire (DPR 20)	1
Darfur Contracting Act Form (DPR 74)	1
Fair Chance Employment Act (DPR 282PW)	1
Artificial Intelligence (AI) Disclosure Form (DPR 97B)	3
California Civil Rights Laws Certification (DGS OLS 04)	1

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**PUBLIC WORKS
NOTICE TO CONTRACTORS**

ESTERO BLUFFS STATE PARK (SP)

Villa Creek Estuary Enhancement
San Luis Obispo County, California
Bid Number: C26863004

Bids must be submitted electronically with all necessary fully executed bid submission documents as an attachment in Portable Document Format (PDF) to DPR.PWBIDS@parks.ca.gov no later than **2:00 p.m., Tuesday, July 7, 2026**. Bid submission time will be as of the electronic time stamp associated with when the electronic email submission was received. Submissions with attached PDF documents in excess of 10 Megabytes in size risk being rejected and can be deemed unresponsive. DPR will provide an individual electronic email response confirming receipt of each submission received. If a confirmation receipt is not received within 30-minutes of submission, please contact Merrilee Byrnes at Merrilee.Byrnes@parks.ca.gov to confirm your bid was received. Confirmation receipt is not a representation by DPR that the submitted bid is responsive and complete. Bidders shall ensure that the electronic submission contains the attachment, the documents are fully responsive and lack any deficiency and is directed to the appropriate email address (DPR.PWBIDS@parks.ca.gov) without error. Failure to do so risks the bid being deemed unresponsive. It is recommended that Bidders submit bids at least an hour in advance of the bid submission deadline to allow for confirmation of bid submission. Bid will be opened publicly over conference-call, individuals interested in calling into the conference must send their request into DPR.PWBIDS@parks.ca.gov to receive a conference participation access code. Please ensure a request for conference-call is submitted 24-hours in advance to allow DPR adequate time to accommodate all Bidders. Bids will be submitted for performing the work as follows:

Furnish all labor, materials, tools and equipment necessary to enhance Villa Creek Estuary at **ESTERO BLUFFS SP** in San Luis Obispo County, California, complete and in accordance with the plans and specifications therefore and such addenda thereto as may be issued prior to bid opening date.

License required: **A**

Engineer's Estimate: **\$1,050,000 to \$1,550,000**

Contract Term: **455 Calendar Days from Notice to Proceed**

Work Performance Period: **90 Calendar Days from Formal Start Work Date**

NOTE: A job showing will be held at 11:00 a.m., Tuesday, June 23, 2026, at the following Coordinates: 35.458836°N, -120.961451°W. Maps are included at the end of the Notice to Contractors. Meet the project team at the parking lot for a walk to the site. Attendance at the job showing is MANDATORY for prime contractors who did not attend the job showing on April 23, 2026 for the prior bid of this project and will be the only opportunity made available for prospective bidders to view the site with park personnel. No Bid will be considered from a Prime Contractor that did not attend the mandatory job showing.

CONSTRAINTS: Construction work and demobilization shall be restricted to the period between October 1st and February 28th. Work before or beyond that date shall only be performed with explicit clearance from the State. The Contractor may be issued the Notice to Proceed (NTP) for the project prior to this date. The period between the NTP and Start Work Date can be used for administrative tasks (such as Submittals, RFI's, etc.) and is included in the overall Project Duration.

The bidder agrees to complete all work within **NINETY (90)** calendar days from the date of written notice to commence work. This time includes ten (10) calendar days allowed for the contractor to begin work.

Instructions to Download Bid Package: Prospective bidders may examine and obtain the bid forms, specifications, plans and addenda (if any) by downloading this bid package from the Department of General Services' (DGS) website at: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>. At the website go to Quicklinks, Find Bid Opportunities, and enter Bid Number "**C26863004**" in the "Event Name" field. Click on the "Search" button to view the full advertisement and bid documents.

Questions and Answers: Any discrepancies, omissions, ambiguities, or conflicts in or among the contract documents or doubts as to meaning shall be brought to the State's attention by including your comments directly to Merrilee.Byrnes@parks.ca.gov **NO LATER THAN 2 p.m., seven (7)** calendar days prior to bid opening date. Answers will be provided by Addendum which will be posted within the Bid Solicitation located on the Cal eProcure website stated above. It is the responsibility of the bidders to download any addenda as needed.

No bid will be considered unless it is made on a standard bid form furnished by the Department of Parks and Recreation, and is made in accordance with the "Instructions to Bidders".

Bids must be submitted for the entire work as described herein. The Department of Parks and Recreation reserves the right to waive any irregularity in a bid or to reject any or all bids.

The apparent low bidder will be required to execute a contractual agreement in the form of a "Standard Agreement - Form 213" which shall be binding upon the State of California only upon approval by the State.

Bond requirements for contracts exceeding \$5,000 are stated in the General Conditions, DPR 483, Section 000700.

In accordance with the provisions of Section 1770, 1773 and 1773.1 of the Labor Code, the Department has ascertained that the general prevailing rate of wages in the county in which the work to be done be as listed by the Department of Industrial Relations (415) 703-4780. A copy of this listing is on file at the address listed above or at www.dir.ca.gov.

Participation in Small Business Preference Program: Preference will be granted to bidder properly approved as "Small Business" in accordance with Section 1896, et seq., Title 2, California Code of Regulations. A small business firm must have an approved certification form (STD. 812) on file at the Department of General Services, Office of Small Business and DVBE Services, 707 Third Street, First Floor – Room 400, West Sacramento, California 95605, by 5:00 p.m. of bid opening date (website address: <http://www.pd.dgs.ca.gov/smbus>). If bidder requests "Small Business" preference on this project, bidder must sign STD. 811 form (Small Business Preference and Certification Request) and submit with bid. A printout from the eProcurement website www.caleprocure.ca.gov showing Small Business Certification and expiration date must be submitted with bid.

Non-Small Business Preference – refer to "Bidder Declaration," GSPD 05-105 form: A five percent (5%) bid preference is available to a non-small business proposing firms claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, follow the directions and fill out the "Bidder Declaration" (GSPD 05-105) which is included in the Bid Forms. Proposers claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

Participation in Disabled Veteran Business Enterprise Program (DVBE): The **minimum** DVBE participation percentage goal is **6%**. Failure to fulfill the DVBE requirement will render your bid non-responsive. **DVBE Incentive:** For evaluation purposes only, an incentive will be given to bidders who exceed 6% DVBE participation requirements. Refer to the DVBE forms beginning with DPR 479IP. In determining the lowest responsible bidder, the SB Preference is applied first in the bid evaluation process. If the Low Bidder is claiming the SB Preference or the Non-Certified SB Preference, the 5% or \$50,000 max is not calculated for any bidder. However, the DVBE Incentive would be calculated. A Low Bidder claiming the SB Preference can only be displaced by another bidder claiming the SB Preference, if the adjusted bid price with SB Preference and DVBE Incentive is lower. The DVBE program incentives are applied second for bidders attaining more than the required amount of DVBE participation per the solicitation instructions.

Notice of Requirement for Nondiscrimination Program: Your attention is called to the "Nondiscrimination Clause" set forth or referred to herein, which is applicable to all nonexempt State construction contracts, and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth herein. (Refer to General Terms and Conditions (GTC 02/2025) at <http://www.Cal eProcure.ca.gov/ols/Resources/StandardContractLanguage.aspx>).

Withdrawal of Bid: As stated in the Instructions to Bidders, any requests to withdraw a bid must be submitted in writing. Submit via email to PWbids@parks.ca.gov. See Instructions to Bidders, section 1.03M for details.

Public Works Contractor Registration Program – SB 854: 1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. 2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. 3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Refer to <http://www.dir.ca.gov/Public-Works/SB854.html> for more information.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

Gen AI solicitation language

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

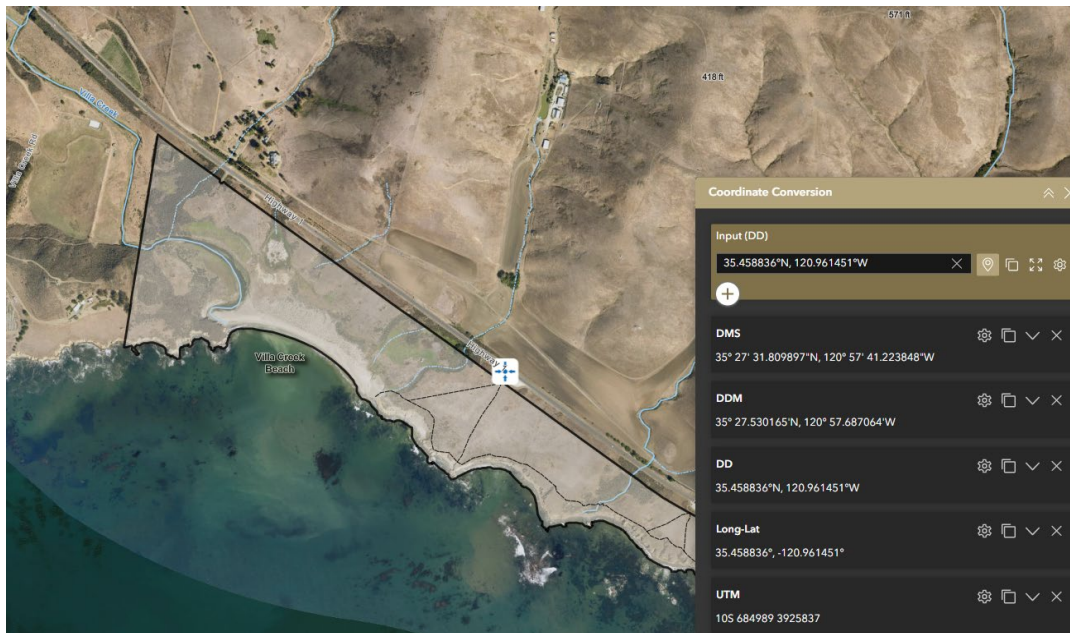
Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

DEPARTMENT OF PARKS AND RECREATION
Armando Quintero, Director



SECTION 00100
PUBLIC WORKS
INSTRUCTIONS TO BIDDERS

PART 1. GENERAL

1.01 EXAMINATION OF BID DOCUMENTS AND SITE

- A. *Bidder shall carefully examine and thoroughly acquaint himself/herself with the conditions at the site of the work, the plans, the specifications and the provisions contained in the project manual. He/she shall investigate conditions character, quality and quantity of surface, and sub-surface materials of obstacles to be encountered. Failure by the bidder to acquaint himself/herself with site conditions and available information will not relieve him/her from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.*
- B. Questions pertaining to the Plans and Specifications which may arise during the bidding period shall be directed to the Question and Answer section of the solicitation posted within the advertisement.

1.02 DISCREPANCIES

- A. Any discrepancies, omissions, ambiguities, or conflicts in or among the contract documents or doubts as to meaning shall be brought to the state's attention not later than seven days prior to bid opening date.
- B. All interpretations and clarifications will be in the form of written addenda. All bidders are responsible to inquire as to addenda issued. All addenda become part of the contract documents. Any oral representations issued shall be of no force or effect.

1.03 BIDS AND BIDDERS

- A. Before submitting bids, all bidders must be licensed in the appropriate classification in accordance with provisions in Chapter 9, Division 3, of the "California Business and Professions Code" as amended.
- No bidder may bid on work of a kind for which he/she is not properly licensed by the Contractors State License Board, and any such bid received will be rejected. Joint venture bidders must possess a joint venture license.*
- B. State shall not award a contract to a bidder, nor shall a bidder be eligible to bid for or receive a contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.
- C. Bids shall be signed and submitted on the Bid Form provided and shall be filled out in the same name style, manner and license number as bidder is licensed with the Contractors State License Board.
- D. Each bid shall have listed therein the name, address, license number and portion of the work of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 1/2 of 1 percent of the total bid in accordance with the "Subletting and Subcontracting Fair Practices Act," commencing with Section 4100 of the Public Contract Code. The contractor agrees that he/she is fully qualified to perform that portion of the work, and that he/she shall perform that portion of the work for which a subcontractor has not been listed.
- E. Bids exceeding \$5,000 shall have enclosed cash, a cashier's check, certified check, or a bidder's bond, executed as surety by a corporation authorized to issue surety bonds in the State of California, made payable to "Director of Parks and Recreation," in an amount equal to at least 10 percent of amount of bid. No such bid shall be considered unless one of the forms of bidder's security is enclosed therewith. If bidder's security is a bidder's bond, it must be executed on a form approved by the state. Personal checks are not acceptable.

Within 10 days after the contract award the Department of Parks and Recreation will return all bidder's security, other than bidder's bonds, accompanying proposals that are not to be further considered in making the award. Retained bidder's security will be held until the contract has been fully executed, after which all bidder's security, except bidder's bonds, will be returned.

- F. Bids shall not be qualified. Any proposal modifying the conditions of the bid will be disregarded, or will be cause for rejection of the bid. Deviations from the Plans and Specifications shall not be considered and shall be cause for rejection of the bid.
- G. Bids shall include the cost of all items shown on the Plans, mentioned in the Specifications, or reasonably inferred therefrom as necessary to complete the work within the intent of the contract documents.
- H. Bid shall include all applicable federal, state and other taxes, together with the cost of all permits, licenses and the like, which may be required under various laws and regulations.
- I. Amounts shall be written in figures.
- J. Bids shall be submitted electronically in Portable Document Format (PDF) to DPR.PWBIDS@parks.ca.gov no later than the time and date determined in the Notice to Contractors. If confirmation receipt of your bid submission is not received within 30-minutes, please contact Merrilee Byrnes at Merrilee.Byrnes@parks.ca.gov to confirm your bid has been received. It is recommended Bidders submit their bids at least one (1) hour in advance of the bid submission deadline to allow for confirmation of bid submission; however, it is the responsibility of the bidder to see that his/her bid is received in the proper time. Bids will be opened publicly over conference-call, upon request of Bidder(s). Please ensure a request for conference-call of bid opening is submitted 24-hours in advance to allow DPR adequate time to accommodate all Bidders. Neither confirmation receipt nor announcement of bid implicates responsiveness of Any bid. DPR will determine responsiveness of all bids after completion of bid reviews.
- K. No bids will be accepted after the time set for the bid opening.
- L. Bids will be opened and read publicly at the time set for the bid opening, or as soon as practicable thereafter.
- M. Any bid may be withdrawn prior to the time fixed in the Notice to Contractors for submitting bids, provided a request for withdrawal is submitted in writing, signed by the bidder or his duly authorized representative and filed at, or e-mailed to or faxed to the place shown on the Notice to Contractors. *An oral, telegraphic, or telephonic request to withdraw or alter a bid proposal is not acceptable.*
- N. No bid may be withdrawn after the time fixed in the Notice to Contractors for submitting bids.
- O. No bids shall be considered unless a sworn statement is executed by the bidder on the form provided by the state titled "NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS," DPR 837, and submitted with the bid.
- P. In the case of a tie bid, the determination of a successful bidder will be made by a coin toss in the presence of all interested bidders, at a time and date set by the state.

1.04 CONTRACT

- A. **Bids shall remain valid for 120 calendar days after the bid opening date ("120-Day Bid Validity Period"):** The State will endeavor to award a contract within 120 calendar days from the bid opening date. A contract is awarded upon the State providing written notifications to a bidder that it is the lowest responsible bidder and forwarding the contract documents to such bidder for bidder's signature. A contract is executed upon the State agency with approval authority approving the contract. Bidders shall honor their bids for 120 calendar days after the bid opening date. If after 120 calendar days from the bid opening date a bidder has not received written notification from the State that bidder has been awarded the contract, such bidder may withdraw their bid. If within the 120-Day Bid Validity Period, a bidder receives written notification from the State that such bidder has been awarded the contract, such bidder shall continue to honor its bid and have no claim for any reason to amend its bid pending execution of the contract.

- B. If the contract is awarded, it will be awarded to lowest responsible bidder whose bid complies with all prescribed requirements, which may include a "Small Business Vendor" in accordance with California Code of Regulations, Title 2, Section 1896 et seq.
- C. The apparent low bidder, in order to qualify as the lowest responsible bidder, will be required to execute and deliver to the State the required contract documents.
- D. The apparent low bidder shall execute the required number of copies of the contract documents and return them within ten (10) working days, not including Saturdays, Sundays and Legal Holidays, after he/she has received notice that he/she is the apparent low bidder. Signature of the apparent low bidder on the contract documents will complete identification of these documents.

Failure to provide the required executed contract documents within the ten (10) working days, not including Saturdays, Sundays and Legal Holidays may be deemed refusal of an award which may be cause for forfeiture of bidder's security.

The state may award to the next lowest responsible bidder and avail itself of all legal remedies provided by statute.

- E. The contract shall be binding upon the state only after approval by the state. Should work begin in advance of receiving notice that the Contract is approved, that work shall be considered as having been done by a volunteer and Contractor shall go unpaid.

1.05 CERTIFICATE OF INSURANCE

The contractor shall furnish a Certificate of Insurance to the state as described in General Conditions, DPR 483, Section 00700.

1.06 CALIFORNIA PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

Bidder shall be required to submit a DPR 20 (California Public Contract Code Section 10162 Questionnaire). Failure to submit this form with the bid shall not be cause for rejection; however, bidders must furnish the completed form within the time frame prescribed by the Department of Parks and Recreation. Failure to submit the required information within the time frame prescribed by the Department of Parks and Recreation may be deemed refusal of an award which shall be cause for forfeiture of bidder's security.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ☐ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract?** **Yes** ☐ **No** ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ☐ **No** ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g).* *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____

PRINT**CLEAR**

COMMERCIALLY USEFUL FUNCTION – BIDDER CERTIFICATION

All California Certified Small Business (SB), Micro Business (MB), and Disabled Veteran Business Enterprise (DVBE) suppliers contracting and subcontracting must complete this certification form.

LEGAL BUSINESS NAME (including "Doing Business As" DBA name)		DPR REFERENCE/AGREEMENT NUMBER	
CERTIFICATIONS (mark all that apply) ☐ Small Business ☐ Micro Business ☐ DVBE		DGS CERTIFICATION NUMBER (OSDS)	EXPIRATION DATE
For this agreement, this business is the: ☐ Prime Contractor ☐ Subcontractor			
All Certified Small Business, Micro Business, and/or DVBE prime contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837(d)(4)(A) for Small and Micro Businesses, and Military and Veterans Code Section 999(b)(5)(B)(i) for DVBEs.			
A. Is the GSPD-05-105, Bidder Declaration attached?		☐ Yes ☐ No	
B. Is the DGS PD 843, Disabled Veteran Business Enterprise Declarations form attached if applicable?		☐ Yes ☐ No ☐ N/A	

Please answer the following 5 questions as they apply to your company for the goods and/or services being acquired in this solicitation:

1	Will your business be responsible for the execution of a distinct element of the resulting work?	☐ Yes ☐ No	
2	Will your business carry out the obligation of the contract by actually performing, managing or supervising the work involved?	☐ Yes ☐ No	
3	Will you perform work that is normal for your business, service and functions?	☐ Yes ☐ No	
4	Will your business be responsible for products, inventories, materials, suppliers required for the contract, negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment? (Note: This only applies to GOODS. If this is a service, mark N/A and skip to #5.)	Goods	Services
		☐ Yes ☐ No	☐ N/A
5	If subcontracting a portion of the work, is it a normal portion as expected by current industry practices? (Also answer Yes if not subcontracting any portion.)	☐ Yes ☐ No	

A response of "No" may result in your quote being deemed non-responsive and disqualified.

BIDDER'S CERTIFICATION

The signatory of this document must be the certified business owner (or authorized representative in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.

PRINTED NAME AND TITLE OF AUTHORIZED SIGNER	SIGNATURE	DATE
---	-----------	------

DEPARTMENT OF PARKS AND RECREATION USE

☐ APPROVED ☐ DENIED

DPR BUYER/EVALUATOR PRINTED NAME	SIGNATURE	DATE
----------------------------------	-----------	------

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**NON-COLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

The undersigned declares:

I am the _____ of _____, the party
(Position Title) (Company Name)
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bid or any other bid, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid. All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on

_____, at _____, _____
(Date) (City) (State/Zip Code)

(Print or Type Name)

(Signature)

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____

_____, as Principal, and as Surety,
are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the
total amount of the bid of the Principal above named, submitted by said Principal to the State of California, Department of Parks
and Recreation for the work described below, for the payment of which sum in lawful money of the United States, well and truly
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the State of California, Department of Parks and Recreation,
for certain construction specifically described as follows, for which bids are to be opened at

(Insert place where bids will be opened)

on _____

(Insert date of bid opening)

for _____
(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the
specifications, after the prescribed forms are presented to him or her for signature, enters into a written contract, in the prescribed
form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other
to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be
and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by
the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

Principal

(SEAL)

(SEAL)

(SEAL)

Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____ ss

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and state
aforesaid, personally appeared, _____
known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of
_____ and acknowledged to me that
he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

Notary Public

CALIFORNIA PUBLIC CONTRACT CODE SECTION 10162
— Questionnaire —

PARK UNIT NAME	PROJECT NAME
NAME OF BUSINESS	

In accordance with Section 10162 of the California Public Contract Code, bidders shall complete, under penalty of perjury, the question below. Please answer the following:

HAVE YOU, ANY OFFICER OF YOUR BUSINESS, OR ANY EMPLOYEE OF YOUR BUSINESS WHO HAS PROPRIETARY INTEREST IN YOUR BUSINESS EVER BEEN DISQUALIFIED, REMOVED, OR OTHERWISE PREVENTED FROM BIDDING ON, OR COMPLETING A FEDERAL, STATE, OR LOCAL GOVERNMENT PROJECT BECAUSE OF A VIOLATION OF LAW OR VIOLATION OF SAFETY REGULATIONS? ☐ **Yes** (Explain circumstances below. Attach additional pages if needed.) ☐ **No**

NOTICE TO BIDDERS

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

The Department of Parks and Recreation (DPR) reserves the right under California Public Contract Code Section 10162 to reject any bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder who has been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or violation of safety regulations.

Failure to return this form with the bid shall not be cause for rejection; however, bidders must furnish the completed form within the time frame prescribed by the DPR. Failure to submit this form within the time frame prescribed by the DPR may be deemed refusal of an award which shall be cause for forfeiture of bidder's security.

CERTIFICATION

By my signature, I certify under penalty of perjury under the laws of the State of California that the foregoing questionnaire and statements pursuant to California Public Contract Code Section 10162 are true and correct.

BIDDER SIGNATURE

PRINTED NAME

DATE



DARFUR CONTRACTING ACT CERTIFICATION

DO NOT COMPLETE OR RETURN THIS FORM IF: Within the previous three years, your company **HAS NOT** had any business activities or other operations outside of the United States.

All other companies, complete Option #1 or Option #2 and return:

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

COMPANY/VENDOR NAME (<i>Printed</i>)		FEDERAL ID NUMBER
BY (<i>Authorized Signature</i>)		
▶		
PRINTED NAME AND TITLE OF PERSON SIGNING		
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF	

OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

COMPANY/VENDOR NAME (<i>Printed</i>)		FEDERAL ID NUMBER
INITIALS OF SUBMITTER		
PRINTED NAME AND TITLE OF PERSON INITIALING		

DO NOT COMPLETE THIS FORM UNLESS YOUR COMPANY MEETS THE CRITERIA OF OPTION #1 OR OPTION #2.

FAIR CHANCE EMPLOYMENT ACT

Public Contract Code 10186:

- (a) This section shall be known, and may be cited, as the "Fair Chance Employment Act."
- (b) Any person submitting a bid to the state on a contract involving onsite construction-related services shall certify that the person will not ask an applicant for onsite construction-related employment to disclose orally or in writing information concerning the conviction history of the applicant on or at the time of an initial employment application.
- (c) This section shall not apply to a position for which the person or the state is otherwise required by state or federal law to conduct a conviction history background check or to any contract position with a criminal justice agency, as that term is defined in Section 13101 of the Penal Code.
- (d) This section shall not apply to a person to the extent that he or she obtains workers from a hiring hall pursuant to a bona fide collective bargaining agreement.

CERTIFICATION

By my signature, I certify under penalty of perjury under the laws of the State of California that I have read, understand and will abide by California Public Contract Code Section 10186.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Bidders Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM

Instructions for this form are on Page 3.

I. BIDDER CONTACT INFORMATION

BUSINESS NAME SOLICITATION NUMBER

REPRESENTATIVE NAME BUSINESS TELEPHONE NUMBER

BUSINESS ADDRESS CITY STATE ZIP CODE

Description of Services:

Describe in detail the services being provided. Include names of products and large language model.

II. DISCLOSURE

Will you and/or your subcontractor(s) be using or offering AI technology, model, service, or system (collectively, "product") for this product in question?

☐ No. (Skip to Section III) ☐ Yes. (Answer 1-5 below)

1. What type of AI is included?

☐ Traditional AI ☐ Generative AI

2. Is the AI required for this product?

☐ No ☐ Yes ☐ Other:

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM (Continued)

3. What is the model and version of this product?

4. What is the license tier of the AI product, if applicable (free, enterprise, platinum, etc.)?

SAMPLE

5. How is the AI solution delivered: IaaS, PaaS, SaaS, or will it be deployed on-premises? (Indicate if this is a thin client, thick client, web extension, plugin, etc.)

Provide the best contact for information related to questions related to the AI included in the product (if different than the representative listed in Section I.)

NAME	E-MAIL	PHONE NUMBER
------	--------	--------------

III. SIGNATURE

By signing this document, I have identified and reported any AI use in the performance of this product in question.

Signature	Date
-----------	------

ARTIFICIAL INTELLIGENCE (AI) DISCLOSURE FORM (Instructions)

Instructions:

The Department of Parks and Recreation (DPR) is required to track and complete risk assessments for any Generative Artificial Intelligence (GenAI) purchases. This document is intended to help DPR identify GenAI and assess the risk related to any GenAI purchases.

Section I:

Bidders shall fill in their contact information.

The DPR staff shall fill out the Description of Services in detail and/or reference the applicable Statement of Work or attachment(s). Include the services to be provided related to AI and include the names of products and large language model. It is important to include as much detail as possible related to any AI aspect of the potential purchase.

Section II:

Bidders shall disclose any aspect of AI related to the purchase.

If “no” is selected, no further information is required in this section.

If “yes” is selected, the Bidder shall fill out answers to questions 1-5. Bidders should provide as much detail as possible related to the AI technology, model, service or system as it relates to what the DPR is soliciting for.

If GenAI is selected and the DPR staff intends to pursue the product, the DPR staff must complete the [SIMM 5305-F GenAI Intelligence Risk Assessment](#), Data Classification section and the Risk Assessment Questionnaire questions a-j; and submit it to ISPO@parks.ca.gov with a cc: to both PMO@parks.ca.gov and DPR-IT.Procurement@parks.ca.gov. Contact ISPO@parks.ca.gov for assistance with completing this assessment.

Upon review, ISPO will contact the DPR staff for more information, if needed, prior to submitting the finalized document to the California Department of Technology.

Procurement efforts will be placed on temporary hold pending CDT approval.

Definitions:

- IaaS – Infrastructure as a Service is a cloud computing model that provides on-demand access to virtualized computing resources like servers, storage, and networking.
- PaaS – Platform as a Service is a cloud computing model that provides a complete platform for developing, running, and managing applications.
- SaaS – Software as a Service a cloud-based software delivery model where users access and use applications over the internet via a subscription rather than purchasing and installing software locally.

Section III:

Bidder signatures are required to certify all provided information on this document is true and accurate to the best of their knowledge.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYMENT DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or people recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C2XXXXXXX

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

Notice to Proceed (NTP)

THROUGH END DATE

Two (2) Years From NTP

3. The maximum amount of this Agreement is:

\$

Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B	Attachment I, Public Works Bid Forms	2
Exhibit B	Attachment II, Bidder Declaration (GSPD 05-105)	1
Exhibit C *	General Terms and Conditions (GTC)	04/2017
Exhibit D	Special Terms and Conditions	1
Exhibit D	Attachment I, Project Manual	XX

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C2XXXXXXX

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

2241 Harvard Street, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95815

PRINTED NAME OF PERSON SIGNING

Brian Dewey

TITLE

Assistant Deputy Director, Facilities & Development

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS APPROVAL NOT REQUIRED

Exempt per PCC § 10106(a)(3)

Exempt per PCC § 10107

Contractor's Name:

Agreement Number:

Page: 1 of 1

**EXHIBIT A — Public Works
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to furnish all labor, tools, materials and equipment necessary to:

2. The work shall be performed at:

3. The work shall be provided during:

4. The project representatives during the term of this agreement will be:

State Agency:		Contractor:	
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:		Address:	
City/State/Zip Code:		City/State/Zip Code:	
Phone:		Phone:	
Fax:		Fax:	
E-mail:		E-mail:	

Contractor's Name:

Agreement Number:

Page: 1 of 2

EXHIBIT B — PUBLIC WORKS (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Bid Form, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Compensation

Contractor shall submit to the State an itemized request for payment, in triplicate, no more than once each 30 day period. All invoices or requests for payment, not on Contractor's preprinted stationery, shall be signed by the Contractor or his authorized representative and submitted to the State's Representative as indicated in paragraph 1B above.

Five percent (5%) shall be retained from each progress payment and held by the State as partial security for the fulfillment of the contract by the Contractor. The State shall pay the Contractor the value of such work, as estimated therein, after deducting therefrom all previous payments, and all amounts to be retained under the provisions of this Agreement. No progress payments will be made by the State for project terms less than thirty (30) days. The one and only payment will be the final payment made by the State upon satisfactory completion of all work required under the contract documents.

Contractor's Name:

Agreement Number:

Page: 2 of 2

EXHIBIT B — PUBLIC WORKS (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

5. Disabled Veterans Participation Goals

- A. Upon completion of an award contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.
- B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thousand (\$10,000) from the final payment, or the full payment if less than ten thousand dollar (\$10,000). The withholding applies to all contracts with a DVBE subcontractor.
- C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

Exhibit B, Attachment 1 PUBLIC WORKS BID FORM

BID TIME	2:00 P.M.	BID DATE	July 7, 2026
PROJECT LOCATION			
ESTERO BLUFFS SP			
PROJECT NAME			
C26863004 Villa Creek Estuary Enhancement			

Nondiscrimination Compliance Statement: The prospective contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Verification: By signing this Bid Form, the bidder assures the state that it has not been convicted of violating a state or federal law regarding the employment of undocumented aliens, in the preceding five years.

The prospective contractor's signature affixed hereon and dated shall constitute a certification that the representations made by the prospective contract in the bid are made under penalty of perjury under the laws of the State of California.

Important: Pursuant to Title 2, California Code of Regulations, Section 8103 and Business and Professions Code Section 7028.15, no bid will be considered unless it contains the certifications and license information requested on this form. The State reserves the right to waive any irregularity in any bid or to reject any or all bids.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed above. This certification is made under the laws of the State of California. I understand that failure to submit the Public Works Bid Form with the appropriate bidder signature will result in rejection of the bid.

BY (Authorized Signature)

DATE



PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTOR/BIDDER FIRM NAME (Printed) - AS IT APPEARS ON LICENSE		PHONE NO.	FAX NO.
MAILING ADDRESS		CITY/STATE/ZIP CODE	EMAIL
LICENSE CLASSIFICATION	LICENSE NO.	LICENSE EXPIRATION DATE	
STATUS OF BUSINESS (Check appropriate box.)			
☐ Individual.			
☐ Corporation. State in which incorporated: _____			
☐ Partnership. Full names of partners: _____			

Listed hereinafter are the names, addresses and contractor's license numbers of all subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the general contractor's total bid if this bid is accepted and the portion of the work that each will perform. Material vendors are not included.

KIND OF WORK	NAME AND ADDRESS	LICENSE NO.

BID FORM
Bid Number: C26863004
Contractor / Bidder Firm Name: _____
Page 2

The bidder hereby proposes to furnish all labor, materials, tools and equipment necessary to enhance Villa Creek Estuary at **ESTERO BLUFFS SP** in San Luis Obispo County, California complete and ready for use in accordance with the contract documents therefore, for the following lump sum which shall include all applicable taxes and other expenses:

Base Bid Lump Sum Total: \$ _____

Base Bid Lump Sum Total Written Out:

ADDENDUM ACKNOWLEDGEMENT (Please initial for Addenda received)

Addendum #1 _____	Addendum #4 _____
Addendum #2 _____	Addendum #5 _____
Addendum #3 _____	Addendum #6 _____

The bidder agrees to complete all work within **NINETY (90)** calendar days from the date of written notice to commence work. This time includes ten (10) calendar days allowed for the contractor to begin work.

Contractor's Name:

Agreement Number:

Page: 1 of 1

EXHIBIT D — PUBLIC WORKS (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Project Manual

The Project Manual, marked Exhibit D, Attachment I, containing general conditions, plans and specifications, and other pertinent bid documents related to this project, as enumerated in the Project Manual's Table of Contents, is hereby attached and incorporated into this agreement.

2. Public Works - Rules/Regulations

Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.

3. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Public Contract Code Sections 7103 and 10221)

BOND NO. _____

The premium on this bond is _____ for the term of _____

Know All Men By These Presents:

That the State of California, acting by and through the _____, has awarded to
_____ whose address for service is _____
as Principal, a contract for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Sections 7103 and 10221 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and _____, a Surety Corporation organized under the laws of _____, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS FOR SERVICE)

I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

X
(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OR ATTORNEY IN FACT)

PERFORMANCE BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The State of California, acting by and through the Department of Parks and Recreation, has awarded to **CONTRACTOR** a corporation existing under and by virtue of the laws of the State of California as principal, hereinafter designated as the "Contractor", a contract for the work described as follows:

PARK NAME, Project Name

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California, in the sum of **Contract Amount (\$00.00)** to be paid to the State or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

By _____
Contractor

Name of Surety (Seal)

By _____
Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged, and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ ss

On this _____ day of _____ in the year 20____ before me, a notary public in and for

The county and state aforesaid, personally appeared _____
(Attorney-in-Fact)

Known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____ and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as Attorney-in-Fact.

(SEAL)

NOTARY PUBLIC

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification**

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE**TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**
Department of Parks and Recreation**UNIT/SECTION**
Park Operations Administrative Services Division**MAILING ADDRESS**
2241 Harvard Street, Suite 200**FAX****CITY**
Sacramento**STATE**
CA**ZIP CODE**
95815**E-MAIL ADDRESS**
merrilee.byernes@parks.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

Payee Information (must match the STD 204)**NAME** (Required. Do not leave blank.)**TAX ID NUMBER** (Required)

SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME

(If different from above)

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.**

1 REMITTANCE ADDRESS (number, street, apt or suite no.)

CITY

STATE

ZIP CODE

2 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

3 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

4 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

5 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1 CONTACT NAME

TELEPHONE (Include area code)

EMAIL

2 CONTACT NAME

TELEPHONE

EMAIL

3 CONTACT NAME

TELEPHONE

EMAIL

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

(Print or Type name)

TITLE**E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (Include area code)

X _____

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

SECTION 000700 GENERAL CONDITIONS

1.01 DEFINITIONS

- A. Acceptance (or Final Completion)** – Acceptance occurs when all the provisions and requirements of the Contract are complete and is so certified by State's Representative.
- B. Bulletin** – A Bulletin is a written order directed to Contractor and issued by State's Representative, directing a minor change or making a clarification in the Work, or requesting information from Contractor about the Work. A Bulletin is to be used for minor changes or clarifications which State's Representative believes will have no impact on the Contract Sum or Contract Time.
- C. Calendar Day (or Day)** – A Calendar Day is a day of twenty-four (24) hours measured from one midnight to the next midnight, Pacific Time. Unless otherwise indicated, a "day" shall mean a Calendar Day.
- D. Change Order (or Amendment)** – A Change Order is a written modification of the Contract Documents made in accordance with the provisions of Section 1.08 of these General Conditions and which has been signed by State and Contractor.
- E. Contract (or Contract Documents)** – The Contract shall consist of the Notice to Contractors; Instructions to Bidders; Bid Form; Bidders Bond; Standard Agreement – STD. 213; General Conditions; STD. 807, Payment Bond; Performance Bond; Special Provisions; Specifications; Plans; STD. 811, Small Business Preference and Certification; Certificate of Insurance; Addenda; Amendments; Non Collusion Affidavit; Disabled Veteran Business Enterprise Compliance Certification and Documentation; and any other provisions made a part thereto by reference.
- F. Contract Time** – The Contract Time shall be the number of Calendar Days specified in which the Work is to be completed including any adjustments and/or time extensions that may be granted by State in accordance with the terms of the Contract.
- G. Contract Sum** – The Contract Sum is the total amount of money stated in the Contract as payable to Contractor for the performance of the Work under the Contract, including authorized adjustments thereto.
- H. Contractor** – The Contractor is the person, firm, individual, partnership, company, corporation, association, joint venture, or any combination thereof, who has entered into the Contract with State.
- I. Event of Default** – An Event of Default is an action that permits termination of the Contract as described herein.
- J. Field Order** – A Field Order is a written order directed to Contractor and signed by State's Representative directing a change or making a clarification in the Work, or requesting information from Contractor about the Work. A Field Order signed by Contractor indicates receipt of the Field Order. A Field Order shall be followed by a Change Order.
- K. Legal Holidays** – Legal Holidays are every Sunday; January 1; 3rd Monday in January; February 12; 3rd Monday in February; March 31; the last Monday in May; July 4; 1st Monday in September; 2nd Monday in October; November 11; Thanksgiving Day and the following Friday; December 25; and every day so declared by the President of the United States or the Governor of California. If January 1, February 12, March 31, July 4, November 11, or December 25 falls on a Sunday, the following Monday is a holiday. If November 11 falls on a Saturday, the preceding Friday is a holiday.
- L. Milestone Date** – A Milestone Date is a significant point in the development of the Work that is illustrated on Contractor's Project Work Schedule.
- M. Not-in-Contract (NIC)** – Not -in-Contract means work not included in the Contract.
- N. Project** – The Project means the erection, construction, alteration, repair, or improvement to be accomplished under the Contract.
- O. Project Work Schedule** – The Project Work Schedule is the schedule furnished by Contractor to State in accordance with Section 1.06A(2) of these General Conditions displaying the anticipated schedule for completing the Work.
- P. Punch List** – The Punch List is the list prepared as a result of a final inspection conducted by State at the completion of the Work indicating items to be completed, corrected, and/or replaced with regard to the Work as specified in the Contract Documents.

- Q. Regular Work Hours** – Eight hours labor constitutes a legal day's work and this Work period shall occur between the hours of 8:00 a.m. and 5:00 p.m. on Working Days unless otherwise agreed by State's Representative.
- R. Schedule of Values** – The Schedule of Values is the statement furnished by Contractor to State in accordance with Section 1.09A of these General Conditions displaying the portions of the Contract Sum allotted for the various parts of the Work and the projected schedule of payment.
- S. State** – The State means the State of California, Department of Parks and Recreation (DPR) and the Director of DPR.
- T. State's Representative** – The State's Representative is the person designated by State to oversee and manage the Contract and completion of the Work on behalf of State and who is the authorized representative of State for this Project. The term State's Representative may be used interchangeably with Project Manager. **CONTRACTOR SHALL ONLY TAKE DIRECTION FROM STATE'S REPRESENTATIVE FOR THE CONTRACT AND MAY NOT RELY ON THE COMMUNICATIONS, REPRESENTATIONS OR OTHER INSTRUCTIONS OF OTHER EMPLOYEES, OFFICERS, MANAGERS, CONTRACTORS, OR AGENTS OR REPRESENTATIVES OF STATE UNLESS CONFIRMED BY STATE'S REPRESENTATIVE IN WRITING OR AS OTHERWISE, FROM TIME TO TIME, MAY BE PERMITTED BY THE PROVISIONS OF THE CONTRACT.**
- U. Subcontractor** – A Subcontractor is anyone having a direct contract with Contractor or another Subcontractor and includes one who furnishes material worked to a special design according to the Plans and/or Specifications, but does not include one who merely furnishes material not so worked.
- V. Substantial Completion** – Substantial Completion is the point at which, in the discretion of State, in accordance with Section 1.09D of these General Conditions, the Project may be used for the purpose for which it is being constructed exclusive of Punch List items which do not interfere with such use and may be completed notwithstanding use of the Project.
- W. Supplier** – A Supplier is anyone who contracts with Contractor or a Subcontractor to furnish materials or equipment for the Project.
- X. Work** – The Work is everything required to complete the Project, including, but not limited to, all labor, suppliers, material, equipment, and tools.
- Y. Working Day** – A Working Day is every day except Saturdays, Sundays, and Legal Holidays and those days not charged as Working Days pursuant to the Contract Documents.

1.02 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

- A.** The General Conditions are incorporated into the Contract Documents in their entirety and may not be revised or modified in any way, except by the Supplemental Conditions.
- B.** What is required by one document shall be as binding as if required by all. In the event of conflicts among the Contract Documents, such conflicts shall be resolved by giving the documents the following order of priority: (1) The Contract between State and Contractor, as the same may be amended (Amendments and revisions of later date take precedence over those of earlier date); (2) Special Conditions; (3) General Conditions; and (4) Drawings and Specifications. Drawings govern Specifications for quantity and location, and Specifications govern Drawings for quality and performance. In the event of ambiguity in quantity or quality, the greater quantity and the higher quality shall govern. Dimensions shall be figured rather than determined by scale or rule. Full-size or large-scale details or Drawings shall govern small-scale details or Drawings.
- C.** Where conflict exists between the Contract Documents or between the Contract Documents and applicable standards under codes or ordinances promulgated by governmental bodies having jurisdiction over the Project, **CONTRACTOR SHALL BE DEEMED TO HAVE AGREED TO PERFORM THE MOST STRINGENT OR HIGHEST QUALITY WAY OF PERFORMING THE WORK.**
- D.** Should Contractor discover conflicts, omissions, or errors in the Contract Documents or have any question concerning interpretation or clarification of the Contract Documents, or if it appears to Contractor that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the Work affected, Contractor shall immediately notify State's Representative in writing, using an approved Request For Information (RFI) form, and request interpretation, clarification, or furnishing of additional detailed instructions concerning the Work. Such questions shall be resolved and instructions to Contractor issued within fourteen (14) Calendar Days by State, whose decision shall be final and conclusive. Should Contractor proceed with the Work affected before resolution, Contractor shall be responsible for any resultant damage or added cost, and Contractor shall remove, replace, or adjust the Work not in accordance with State's Representative subsequent instructions.
- E.** All costs and time incurred by Contractor to prepare, review, respond to, estimate, or otherwise process RFI's, Bulletins, Field Orders, Amendments, Schedules, Correspondence, or any other paperwork shall be part of Contractor's base contract overhead and no additional compensation will be allowed therefore.

1.03 CONTRACT BONDS

- A. When the Contract Sum exceeds five thousand dollars (\$5,000), Contractor shall furnish, in duplicate, a Payment Bond, to accompany the Contract, in an amount equal to one hundred percent (100%) of the Contract Sum securing payment for laborers, mechanics, and material suppliers used on the Work under the Contract. Payment Bonds shall be prepared on a Payment Bond to Accompany Construction Contract (STD. 807) as furnished by State.
- B. When the Contract Sum exceeds five thousand dollars (\$5,000), Contractor shall furnish, in duplicate, a Performance Bond, to accompany the Contract, in the amount equal to at least one hundred percent (100%) of the Contract Sum guaranteeing faithful performance of the Work. Performance Bonds may be prepared on standard bonding company forms.
- C. Payment and Performance Bonds shall be issued by a corporate surety authorized to transact a general surety business in the State of California. Contractor shall deliver its required bonds before the date of execution of the Contract.
- D. The bonds must remain in full force and effect for the entire length of time Contractor is involved with the Contract and shall include any warranty periods.

1.04 INSURANCE

A. Insurance Requirements

- (1) General Liability Insurance: Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.
- (2) Builder's Risk/Installation Floater: During the term of this Contract, Contractor shall maintain in force, at its own expense, Builder's Risk/Installation Floater for an amount equal to the full amount of the Contract improvements, upon the project and all materials or items which is or will become the property of State pursuant to the Contract Documents, including, but not limited to, materials and other items at the work site or stored off-site with the consent of State. A copy of any applicable Builder's Risk/Installation Floater will be provided to State, and it shall be the responsibility of Contractor and each Subcontractor to satisfy itself as to the terms of such coverage, and to determine whether or not at its own cost, to carry any supplemental policy of insurance.
- (3) Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.
- (4) Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

- B. **Insurance Policies** – Each policy of insurance shall: (1) Be in a form acceptable by State; (2) be written by an insurer acceptable to State; (3) be maintained at Contractor's sole expense; (4) require a minimum of ten(10) days written notice to State prior to any cancellation, non-renewal, or modification of insurance coverage; (5) contain an endorsement naming the State of California, its officers, agents, employees, and servants as additionally insured, but only with respect to Work performed for the State of California under this Contract or permit, at no cost to State; the endorsements are to be provided for the general liability and motor vehicle liability policies; (6) be in full force for the complete term of the Contract including any warranty periods; and (7) be primary, and not in excess, to any insurance carried by State.

Waiver of Subrogation: When work is performed on State-owned or controlled property, the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

C. Insurance Companies

- (1) Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "vii" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.
- (2) All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

D. Certificate of Insurance

- (1) Concurrent with the execution of the Agreement, Contractor shall provide to State evidence that the insurance required to be

carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall be furnished on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all requirements set forth in this section.

- (2) Contractor shall notify the State within 10 days of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent. Contractor shall provide to State evidence of replacement policy at least ten (10) Working Days prior to the effective date of such cancellation, expiration, or reduction in coverage.

E. Contractor's Additional Responsibilities

- (1) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- (2) Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of these provisions.

- F. State's Remedies** – Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may, in addition to any other remedies State has, terminate this Contract immediately, and all payments due or that become due will be withheld, until notice is received by State that such insurance has been restored or replaced in full force and effect and that the premiums, therefore, have been paid to cover a period of time satisfactory to State.

1.05 STATE'S RIGHTS TO STOP PERFORMANCE AND/OR CARRY OUT WORK

- A. State's Right to Stop the Work** – If Contractor fails to correct the Work which is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents; or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time; or disregards the instructions of State's Representative when based on the requirements of the Contract Documents; State may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; provided, however, the right of State to stop the Work shall not give rise to a duty on the part of State to exercise this right for the benefit of Contractor or any other person or entity and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract or the required dates of Substantial or Final Completion.
- B. State's Right to Carry Out the Work** – If Contractor fails to carry out the Work in accordance with the Contract Documents and fails within a five (5) day period after written notice from State to eliminate (or commence to eliminate and thereafter work diligently to eliminate) such failure, State may, regardless of whether an Event of Default has occurred, and without prejudice to other remedies State may have, correct such deficiencies. In such case an offset may be made deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for State's and State Representative's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the difference to State on demand. The correction of such deficiencies by State or by others shall not relieve Contractor of any obligation or liability for the Work and shall not operate to waive any right or claim of State.

1.06 CONTRACTOR

A. Contractor's Construction Schedules

- (1) Contractor agrees to complete the Work within the number of calendar days stated on the Bid Form from the date of written notice to commence Work. This time includes ten (10) Calendar Days allowed for Contractor to begin Work and ten (10) Calendar Days for issuance and completion of the Punch List. Upon written notice to proceed, Contractor shall begin Work and shall diligently prosecute the Work, with adequate forces, to completion within the Contract Time.
- (2) Within ten (10) Calendar Days of the Notice to Proceed, Contractor shall furnish to State one (1) electronic copy and three (3) paper copies of a Critical Path Method (CPM) Project Work Schedule, in form and content satisfactory to State Representative and utilizing Microsoft Project software, presenting an orderly and realistic plan for completing the Work. The schedule shall include all scheduled Working Days, relevant work activities by trade and critical path dates. No activity on the schedule shall have a duration longer than 15 calendar days, with the exception of fabrication and procurement, unless otherwise approved. Within five (5) Working Days from the date the Project Work Schedule is furnished to State's Representative, State's Representative shall review and comment on the Project Work Schedule and approve or disapprove it, giving reasons for any disapproval. If disapproved, Contractor shall modify the Project Work Schedule and resubmit it for approval following the above stated timeframes. Additionally, Contractor shall submit one (1) electronic copy and three (3) paper copies of the updated

Critical Path Method (CPM) Project Work Schedule with each monthly Request for Payment. The Project Work Schedule shall be maintained at the work site and all revisions, along with the reasons therefore, as well as any affect on the critical path of the Work and the completion date, shall be furnished to State as soon as possible after the date of the revision, but in no event later than five (5) days after its revision.

- (3) If the progress of the Work is behind the Project Work Schedule to such an extent that State reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Project Work Schedule, including without limitation any Milestone Date, or Contractor fails to take prompt and adequate corrective action to State's satisfaction to bring the progress of the Work in compliance with the Project Work Schedule, State may, in addition to any other right or remedy provided herein, proceed as provided in Sections 1.05, 1.07, and/or 1.11 of these General Conditions.
- (4) Liquidated Damages:
- a. Failure of Contractor to complete the Work within the Contract Time will result in damages being sustained by State. It is and will be extremely difficult and impracticable to determine the actual damage which State will sustain by reason of such delay. Therefore, Contractor shall pay to State, as liquidated damages, the sum of ONE THOUSAND DOLLARS (\$1,000.00) for each and every Calendar Day's delay in finishing the Work under this Contract beyond the stipulated number of days, or any adjustments thereof. State may deduct liquidated damages from funds due or that become due Contractor. Execution of the Contract shall constitute acknowledgment by Contractor that Contractor has ascertained and agrees that State will suffer damages in the amount fixed herein.
 - b. Contractor shall not be assessed liquidated damages when the delay is caused by the failure of State or the owner of any utility to provide for removal or relocation of an existing utility, facility, or to perform work as indicated in the Contract Documents.

B. Shop Drawings, Product Data, and Samples

- (1) Reference in the Contract Documents to any equipment, material, article, or process by specific brand, trade name, make, or catalog number, followed by the term "or approved equal", shall be regarded as establishing a standard of quality. In such cases Contractor may, subject to State's Representative's review and approval, substitute any other brand of equal quality, utility, and availability. State's Representative shall be the sole judge of equality and suitability of substitute materials. Contractor shall bear all costs and expenses, including, but not limited to, costs and expenses related to demonstrating equality or suitability of such substitute equipment, material, article or process, and any costs or expenses of changes or adjustments necessitated by such substitutions, including, but not limited to, those related to other parts of the Work or the Work of other contractors. State's Representative's approval of any substitution shall not relieve Contractor from compliance with all requirements of the Contract Documents. Where the Contract Documents do not specifically permit the use of "approved equals" for any equipment, material, article, or process referred to by specific brand, trade name, make or catalog number, no substitutions shall be permitted except by means of the Change Order procedures as set forth in Section 1.08 of these General Conditions.
- (2) Contractor shall not be relieved of responsibility for any deviations from requirements of the Contract Documents or allowed any additional compensation by reason of State's Representative approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed State's Representative in writing of such deviation at the time of submittal and fully complied with Section 1.08 of these General Conditions, and State's Representative has given written approval to the specific deviation. If Shop Drawings provide detail not shown in Contract Documents, Contractor shall be deemed to have primary design-build responsibility for such items. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by State's approval thereof.

- C. Safety and Clean-Up** – Contractor acknowledges that State will continue to occupy and must maintain continuous operations in the Parks in which the Work is located. It is critical that these operations shall not suffer any significant interference, including, without limitation, any interruption in utilities or unreasonable noise, dust, odor, or vibration. Contractor shall perform the Work and limit its use of the Project site in such a manner as to minimize any interference with occupancies and operations in such Parks and in accordance with applicable Park rules and regulations. Contractor shall be liable for all costs for all claims related to dust, mud, noise, odor, vibration, or windblown materials attributed to the Work hereunder.

D. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an

independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

E. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

1.07 ADMINISTRATION OF THE CONTRACT

A. Claims and Disputes

- (1) Time Limits on Contractor Claims: Except where a shorter time period is provided herein, claims by Contractor arising during the course of construction, including claims for additional costs, must be made within five (5) days after occurrence of the event giving rise to such claim or within five (5) days after Contractor first recognizes or reasonably should have recognized the condition giving rise to the claim. Claims must be made by written notice to State within five (5) days following such event.
- (2) Continuing Contract Performance: Contractor, in the event of any claim or dispute with State over any matter whatsoever, shall not cause any delay or cessation in Contractor's Work and shall proceed with all Work called for in the Contract Documents and/or required to complete the Project.
- (3) Claims for Additional Cost: If Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims, shall differentiate between extra work and base contract work, and shall contain sufficient detail and substantiating data to permit evaluation of same by State's Representative. Any change in the Contract Sum resulting from such approved claim shall only be authorized by a Change Order.
- (4) Claims for Additional Time: If Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. Contractor's claim shall include an estimate of cost and the probable effect of delay on progress of the Work and shall document any adverse effect on the Project Work Schedule. In the case of a continuing delay, only one claim is necessary.
- (5) Claim Certification: Any claim for additional cost or time must include the following certification, signed by the Contractor's legal representative: "I certify under penalty of perjury, according to the Laws of the State of California, that this claim is made in good faith, that the supporting documentation is accurate and complete, and that the amount requested accurately reflects the contract adjustments for which the Department is responsible."
- (6) Delays in and Extensions of Time:
 - a. If (a) Work on the critical path as shown on the Project Work Schedule is delayed at any time by (i) an act or neglect of State, any employee of State, or any separate contractor employed by State, (ii) changes ordered in the Work in accordance with the provisions of Article 7, (iii) unusually severe and/or abnormal weather conditions which preclude the safe performance of the Work, (iv) national conflicts or priorities arising therefrom, (v) fires beyond the reasonable control of Contractor, (vi) floods beyond the reasonable control of Contractor, (vii) earthquakes, (viii) off-site or area-wide labor disputes which are beyond the reasonable control of Contractor, (ix) civil disturbances and for no other cause or causes; (b) Contractor would otherwise have been able timely to perform its obligations under the Contract Documents but for such delay; (c) Contractor has taken reasonable precautions to foresee, prevent and to mitigate the effects of delays to Work on the critical path due to such causes; and (d) Contractor has given written notice as required by Section 1.08 of these General Conditions; then subject to the provisions of Section 1.07 of these General Conditions, the Contract Time shall be appropriately extended by Change Order by the number of Working Days of delay on the critical path of the Work actually and directly caused by such occurrence. Such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor or its agents or Subcontractors, and shall also be net of any contingency or "float" time allowance included in the Project Work Schedule. State may, at its option, authorize extra Work in order to accelerate the Project Work Schedule and minimize or eliminate the impact of the delay. No extension shall be made or allowed nor shall such extra Work be authorized unless a written request therefor by Contractor is made within five (5) Calendar Days after the first occurrence of the delay. Any claims of Contractor relating

to time shall be made promptly in accordance with the applicable provisions of Section 1.08 of these General Conditions, or shall be deemed waived.

- b. If adverse weather conditions are the basis for a claim for additional Contract Time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had a direct and adverse effect on scheduled critical path activities.
 - c. Adjustments in compensation for delays or time extensions will be allowed only for the causes specified in (i) and (ii) of paragraph 1.07A(6)a above, which extend the overall project duration.
- (7) Disputes Resolution: A claim or dispute arising out of or relating to the Contract Documents which is not disposed of by agreement between Contractor and State shall be decided by State's Representative promptly, but not longer than ten (10) Working Days from the date Contractor notifies State's Representative in writing that agreement on a dispute cannot be reached and a written decision from State's Representative is required. The decision of State's Representative shall be final and conclusive on Contractor unless, within fifteen (15) days from the receipt of such decision, Contractor submits to State's Representative a written request for review of the decision made by State's Representative. The Director, or a designee other than State's Representative, shall review all decisions and render a decision in writing on or before thirty (30) days from the date of receipt of written position statements by Contractor and State's Representative as provided for herein. Contractor and State's Representative shall be afforded an opportunity to be heard by way of written submissions and to offer relevant information with respect to the matter in question.
- (8) Decision of Director is Final: The decision of the Director or her or his designee shall be final and conclusive on Contractor, unless, within fifteen (15) Working Days from receipt of such decision, Contractor submits to State's Representative a written notice of Contractor's election to reserve its rights to file a claim with the State Board of Control and seek further adjudication of such claim should such claim be rejected by the State Board of Control.
- (9) Arbitration: Claims (demands for monetary compensation of damages) arising out of related to the Contract Documents shall be resolved by arbitration unless State and 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 California Public Contract Code, Section 10240 et seq., and applicable regulations, Title 1, California Code of Regulations, Section 301 et seq. The arbitration decision shall be decided under and in accordance with the laws of the State of California, 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 Demand for Arbitration made in compliance with the requirements of above referenced regulations. A Demand for Arbitration by Contractor shall be made not later than 180 days after date of service in person or by mail on Contractor of the final written decision by State on the claim. (This Section only applies to Contracts that exceed \$117,000.00.)
- (10) Exhaust All Administrative Remedies: Contractor must exhaust all remedies and comply with all disputes resolution procedures set forth in the proceeding section prior to filing any legal action which names the Department of Parks and Recreation, State of California, or any officer, employee, agent or affiliate of any of them. In no event, may Contractor bring any claims or pursue legal action for damages or other remedies for issues or matters not raised and presented in written notifications as provided for in the Contract Documents and as set forth in all written requests for review by State's Representative.

1.08 CHANGES IN THE WORK

- A. **Change Orders (Amendments)** – When adjustments in the Contract Sum and Contract Time are determined, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. A Change Order signed by Contractor indicates Contractor's final and binding agreement therewith, including the adjustment in the Contract Sum or the Contract Time. No Change Order shall authorize an adjustment in the Contract Sum or Contract Time unless such Change Order specifies such adjustment. If no adjustment in either or both the Contract Sum and the Contract Time is specified, Contractor's execution of the Change Order shall constitute Contractor's agreement that no such adjustment shall be made. Contractor agrees that in no event shall it make any subsequent claim relating to the items covered by an executed Change Order, whether direct, indirect, or consequential in nature. All Change Orders are subject to the approval by the Department of General Services, if required.
- B. **Bulletins and Field Orders**
- (1) A Bulletin or Field Order shall not be recognized as having any impact upon the Contract Sum or the Contract Time. Contractor shall have no Claim therefor unless, within five (5) days from the date such direction or order was given, Contractor submits a written Change Order Request to the State's Representative with estimates of any adjustment in the Contract Sum or Contract Time to which Contractor believes it is entitled as a result of the change in the Work described in the Bulletin or Field Order, including sufficient detail to allow evaluation by the State's Representative.
- (2) Upon receipt of a Bulletin or Field Order, Contractor shall promptly proceed with the Work involved, or as otherwise directed by the Bulletin or Field Order.

C. Pricing Changes

- (1) When submitting its change proposal, Contractor shall include and set forth in clear and precise detail, breakdowns of labor, materials and allowable costs for all trades involved and the estimated impact on the Project Work Schedule. If requested by State, Contractor shall furnish spread sheets from which the breakdowns were prepared, plus spread sheets, if requested, of any Subcontractors. Allowable costs to be included in Contractor's change proposal shall be strictly limited to those set forth in Section 1.08C(2) of these General Conditions.
- (2) In the event that (a) State approves a Change Order to be priced on a time and material basis, (b) State issues a Field Order to proceed with a change in the Work, Contractor timely notifies State of Contractor's belief that it is entitled to an adjustment in the Contract Sum or the Contract Time as a result of such change, and State and Contractor cannot agree on the amount of such adjustment, (c) Contractor is entitled to compensation as the result of a concealed condition, or (d) the Contract Sum includes allowances, then the amount of Contractor's allowable costs shall be governed by this Subsection. Allowable costs include and shall be strictly limited to the following:
 - a. The actual and reasonable cost of additional materials required as a result of such change, purchased by Contractor (or any Subcontractor) and used in the Work, including sales taxes, freight and delivery charges.
 - b. Construction equipment costs shall be substantiated by vendor's invoices. In no event shall the cost of such items exceed (1) the average current wholesale prices at which the items are locally available in the quantities required, delivered to the site, less applicable cash or trade discounts or (2) the equipment rental rates in the Labor Surcharge and Equipment Rental Rates published by Caltrans; whichever is less. The allowable rate constitutes full compensation to the Contractor including cost of fuel, oil, lubrication, supplies, necessary attachments, repairs, maintenance, depreciation, storage, insurance, labor except for construction equipment operators, and incidentals. No costs will be allowed for time while construction equipment is inoperative, idle or on standby, unless approved by the State.
 - c. Labor costs including welfare and fringe benefits shall be the actual labor cost, required as a result of such change in the Work, including no more than one (1) working foreman, but not including any supervisory or administrative personnel. Labor costs shall not exceed the local prevailing wage, which includes the Straight-Time Total Hourly Rate plus Burden. Burden shall be limited to the actual FICA-OASDI, FUTA, SUI, and Workers' Compensation payment percentages multiplied by the sum of the Basic Hourly Rate and Vacation/Holiday payments. Labor costs shall be substantiated by daily time cards (signed by Contractor's Superintendent) and labor summaries.
 - d. The cost of Work performed by Subcontractors or sub-Subcontractors is based on the actual direct costs of material, labor, and construction equipment and is determined pursuant to the provisions of this Subsection.
 - e. For deleted Work otherwise required to be performed hereunder, the Contract Sum shall be reduced by an amount equal to the net savings to Contractor and all Subcontractors and sub-Subcontractors on account of the deleted work for material, labor, and construction equipment.
- (3) Failure of Contractor and State to agree on an adjustment of the Contract Sum or extension of Contract Time for performance under the Contract Documents shall not excuse Contractor from proceeding with the prosecution and performance of the Work as changed. State shall have the right within its sole discretion to require Contractor to commence performance of changes to the Work. If Contractor and State cannot agree on an appropriate stipulated sum for any change, the adjustment to the Contract Sum, if any, shall, subject to the provisions of Section 1.08 of these General Conditions, be determined by State on the basis of the allowable costs incurred as a result of such change as set forth in Section 1.08C(2) plus a fee as set forth in Section 1.08C(4).
- (4) In addition to the allowable costs incurred for a change, Contractor (and any Subcontractors) is entitled to a fee. Such fee shall be included in any agreed upon stipulated sum for the Change Order and shall be added to the allowable costs for Change Orders priced on a time and material basis or as to which no agreement is reached. The additional fee shall be Contractor's (and Subcontractor's) sole reimbursement for overhead, profit and any other cost (including insurance required in the Contract Documents) not specifically reimbursable under the Contract for Construction. No such fee shall be applied to gross receipts or use tax amounts or bond premiums paid by Contractor. The following fees shall apply to Contractor and all Subcontractors and represent the maximum fees chargeable on each Contract tier, who shall receive mark-ups for all categories on a percentage basis equal to Contractor's Fee stated in the Contract:
 - a. For Work to be performed by Subcontractors, such Subcontractors, cumulative of all tiers, shall be permitted an additional fee of fifteen percent (15%) of the allowable costs incurred by such Subcontractors;
 - b. For Work to be performed by Contractor's own forces, Contractor shall be permitted an additional fee in the amount of fifteen percent (15%) of the allowable costs incurred directly by Contractor;

- c. For Work to be performed by Subcontractors, Contractor shall be permitted an additional fee in the amount of five percent (5%) of the sum of the allowable costs incurred by Subcontractors plus the allowance for Subcontractors' fee provided in Subsection 4(a) above.

1.09 PAYMENTS AND COMPLETION

- A. Schedule of Values** – The apparent low bidder, within ten (10) days, not including Saturdays, Sundays, and Legal Holidays, after receiving notice that he/she is the apparent low bidder, shall submit along with the contract documents a complete itemized Schedule of Values that includes, but is not necessarily limited to, the cost of each line item equal to or greater than one and one-half percent of the contractor's total bid and every work item (activity) shown on the Contract Critical Path Method (CPM) Project Work Schedule. The sum of the cost of all activities in the Schedule of Values shall equal the Contract Amount. Contractor's mobilization, profit, fees, taxes, overhead and General Conditions must be itemized separately and not be prorated across other categories. The Schedule of Values, when approved by State's Representative, shall be used to monitor the progress of the Work and as a basis for payment requests. Each item shall show its total Scheduled Value, value of previous applications, value of the application, percentage completed, total value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. Contractor is to add approved Change Orders (Amendments) to the Schedule of Values on a monthly basis.
- B. Request for Payment** – Contractor shall submit to State an itemized request for payment no more than once each 30 day period for operations completed in accordance with the Schedule of Values. Such request shall be supported by such data substantiating Contractor's right to payment as State's Representative may require, such as copies of requisitions from Subcontractors and material suppliers, and reflect retainage. Any allowance included in the request for payment shall be separately itemized with supporting data attached. Progress payments for mobilization shall not exceed that authorized in Section 10264 of the Public Contract Code. Contractor shall furnish with each request for payment:
 - (1) Cost data to support the application, including without limitation, copies of Subcontractor's pay requests accurately reflecting current percentage of completion on a line-item basis.
 - (2) One (1) certified copy of all payroll records for the month.
 - (3) One (1) electronic copy and three (3) paper copies of the updated Project Work Schedule reflecting the current status of the project.
 - (4) One (1) originally signed Unconditional Waiver and Release Upon Progress Payment for all Subcontractor work paid to date.
- C. Retention**
 - (1) Five percent (5%) shall be retained from each progress payment and held by State. After the Punch List has been issued, retainage remains at five percent (5%) of all amounts billed or two (2) times the value of the Punch List Work, whichever is more, until Final Completion of the Work.
 - (2) Contractor may elect, upon prior notice to State, to retain additional sums, over the five percent (5%) required, from a Subcontractor. If, however, such additional retainage is made, then an equal amount shall be retained by State from Contractor.
 - (3) Section 10263 of the Public Contract Code pertaining to security deposits in lieu of retentions is incorporated, herein, in full by this reference. Pursuant to that Section, Contractor may, for contracts subject to the State Contract Act, request substitution of eligible securities for such retentions prior to issuance of original contract documents. Contractor hereby agrees to execute said securities using a State-furnished standard escrow agreement.
- D. Substantial Completion**
 - (1) Substantial Completion is the stage in the progress of the Work when, exclusive of Punch List items, the Work or designated portion thereof (which State agrees to accept and occupy and utilize separately) is sufficiently complete in accordance with the Contract Documents so State can legally and practically occupy and utilize the Work for its intended use, except for Work outside the scope of the Contract Documents.
 - (2) Objections to Certificate of Substantial Completion (DPR 248)/Notice of Completion (DPR 249): Contractor shall have seven (7) Working Days after receipt of the Certificate of Substantial Completion (DPR 248) during which Contractor may make written objection to State as to provisions of the Certificate of Substantial Completion and Punch List. If, after considering such objection, State concludes that the Project is not substantially complete, State shall, within seven (7) days after submission of the objection notify the Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the Punch List and upon satisfaction of the terms and conditions of the Certificate of Substantial Completion, State shall issue a final

Notice of Completion (DPR 249), which shall fix a date as may be necessary or appropriate. State's determination of the Date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor.

E. Partial Occupancy or Beneficial Use

- (1) State and its lessees and separate Contractors may occupy or use any completed or partially completed portion of the Work at any stage of construction regardless of whether the Contract Time has expired (hereinafter sometimes referred to as "Partial Occupancy"). Such Partial Occupancy may commence whether or not the applicable portion of Work is substantially complete.
- (2) It shall be understood, however, that Partial Occupancy shall not: (a) constitute final acceptance of any Work; (b) relieve Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, or from any other unfulfilled obligations or responsibilities under the Contract Documents; or (c) commence any warranty period under the Contract Documents, provided that Contractor shall not be liable for ordinary wear and tear resulting from such Partial Occupancy.

F. Testing, Inspection, Final Inspection, and Acceptance

- (1) Testing, inspection, and approval of portions of the Work required by the Contract Documents shall be made by an independent Testing Laboratory arranged and paid for by the Contractor and approved by the State. Contractor shall promptly furnish two certified copies of test results and inspection records to the State Representative. Material and equipment shall not be incorporated into the project until test results indicate conformance to the Contract Documents.
- (2) Authorized employees of State shall have access to the Work at all times. Contractor shall give State's Representative forty-eight (48) hours advance notice of what Work and when the Work will be ready for inspection. Contractor shall provide proper facilities for such access and inspection. Inspection of the Work shall not relieve Contractor of any obligations to fulfill the Contract as prescribed. Any Work covered or concealed by Contractor before approval by State's Representative, shall, if required to be uncovered for examination and recovered, be at Contractor's sole expense.
- (3) When the Work is completed, Contractor shall notify State's Representative and shall request final inspection. Within five (5) Calendar Days, State's Representative shall make final inspection. Contractor shall be notified in writing of any deficiencies (Punch List). Contractor shall remedy these deficiencies to complete satisfaction of State. After all the Work under this Contract has been completed and is so certified by State's Representative, formal acceptance will be made in writing by State by filing a Notice of Completion (DPR 249) for recording in the county in which the Work was performed.

1.10 UNCOVERING AND CORRECTION OF WORK

Correction of Work – If, within one (1) year after the date of Final Completion of the entire Work, or within such longer period of time as may be prescribed by laws or in equity or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from State to do so unless State has previously given Contractor a written acceptance of such condition. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Final Completion or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty required by the Contract Documents whichever is longer. Any defect in such Work shall be corrected again by Contractor promptly upon written notice of the defect from State. The obligations under Section 1.10 of these General Conditions shall survive acceptance of the Work under the Contract for Construction and termination of the Contract for Construction. If Contractor fails to correct such Work, State may proceed to have the work corrected at Contractor's expense and Contractor shall pay the cost thereof on demand.

1.11 TERMINATION OR SUSPENSION OF THE CONTRACT

A. Termination by Contractor

- (1) Contractor may terminate in writing, the Contract in the manner provided in Section 1.11 of these General Conditions if the Work is entirely stopped for a continuous period of thirty (30) days through no act or fault of Contractor or a Subcontractor, sub-Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with Contractor, for any of the following reasons:
 - a. Issuance of an order of a court or other public authority having jurisdiction.
 - b. An act of government, such as a declaration of national emergency, making material unavailable.

- (2) If one of the above reasons exists, Contractor may, upon fourteen (14) days written notice to State's Representative, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from State payment for Work properly executed in accordance with the Contract Documents, excluding any anticipated profits from uncompleted Work, and payment for costs directly related to Work thereafter performed by Contractor in terminating such Work, including reasonable demobilization charges, provided said Work is authorized in advance by State's Representative and State.

B. Termination by State

- (1) State may terminate the Contract if State deems any of the following conditions to exist:
- a. Contractor refuses or fails to supply enough properly skilled workers or proper materials or equipment.
 - b. Contractor fails to make prompt payment to Subcontractors for materials or equipment or labor in accordance with the respective agreements between Contractor and Subcontractors.
 - c. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction, including, without limitation, environmental rules and regulations and health and safety codes.
 - d. Contractor disregards the instructions of State's Representative (when such instructions are based on the requirements of the Contract Documents).
 - e. In accordance with applicable law, and if permitted by such law, Contractor is the subject of a voluntary or involuntary petition in bankruptcy, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws.
 - f. Contractor has all or substantially all of its assets, equipment, or materials in any way connected with the work, executed upon or judicially seized, when such attachment or seizure remains undismissed for seven (7) days after levy thereof.
 - g. Contractor has imposed against it a federal or state tax lien.
 - h. Contractor fails to diligently prosecute the Work and/or correct deficiencies.
 - i. Contractor fails to maintain the proper license to perform the Work prescribed by this Contract.
- (2) When any of the above reasons exist, State may, without prejudice to any other rights or remedies of State and after giving Contractor and Contractor's surety, if any, seven (7) days prior written notice (except in cases of emergency, as reasonably determined by State), terminate the Contract and may:
- a. Take possession of the site and Project and of all materials, equipment, tools, and construction equipment and machinery thereon owned, rented, or leased by Contractor; and
 - b. Finish the Work by whatever method State may deem expedient.
 - c. Tender completion of the Work to Contractor's surety, if any, in accordance with terms of the Performance Bond.
- (3) When State terminates the Contract for one of the reasons stated in Subsection 1.11B(1) of these General Conditions, Contractor shall not be entitled to receive further payment until the Work is finished and a final accounting is completed as to the proper sums due Contractor under the terms of the Contract.
- (4) To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to State. This obligation for payment shall survive termination of the Contract. Such costs incurred by State shall be determined by State.

- C. Suspension by State for Convenience** – State may, at any time, at will and without cause, suspend, delay, or interrupt any part of the Work or all the Work for any reason whatsoever for such period of time as State may determine by giving seven (7) days' prior written notice to Contractor specifying the part of the Work to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption, as the case may be. Contractor shall continue to perform the part of the Work not suspended, delayed, or interrupted and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted, so far as is necessary in State's reasonable opinion. Notwithstanding Subsection 1.11B of these General Conditions, if any part of the Work is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at State's option, payment

for demobilization) and costs directly associated with protecting and securing the affected Work, provided said costs are authorized in advance by State's Representative. No payment shall be made by State, however, to the extent that such Work is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract for Construction. In case of such suspension, delay, or interruption, State will issue a Change Order making any required adjustment to the Contract Time and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

1.12 EMPLOYEES

For each phase and type of Work, Contractor shall employ journey level people skilled in their respective trades and skilled in the use of methods, tools, and appliances developed in order to obtain the highest quality of workmanship throughout the Project. Any person State may deem incompetent or disorderly must be promptly removed by Contractor and not re-employed on the Project.

1.13 PREVAILING WAGE

- A. The Notice to Contractors stipulates the prevailing wage rates applicable to the classes of labor to be used on this Project.
- B. Contractor shall abide by the laws and regulations set forth pursuant to California Labor Code, Sections 1720 et seq., and Title 8, California Code of Regulations, Section 16000 et seq.

1.14 TRAVEL AND SUBSISTENCE PAYMENTS

Contractor shall make travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

1.15 APPRENTICES

Special attention is directed to California Labor Code, Sections 1777.5, 1777.6, and 1777.7, and Title 8, California Code of Regulations, Section 200 et seq. Each Contractor and Subcontractor must, prior to commencement of the Public Works Contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, 94102, or one of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor. For further information, the website for the Division of Apprenticeship Standards can be accessed at: www.dir.ca.gov.

1.16 SANITARY FACILITIES

Contractor shall provide potable drinking water, and sanitary toilet facilities for Contractor's workers unless the use of existing facilities is authorized by State's Representative. Contractor shall locate temporary facilities as directed by State's Representative and maintain such facilities in good repair and in a sanitary condition. Contractor shall remove such facilities completely at the conclusion of the Work.

1.17 OBSERVANCE OF PARK RULES AND REGULATIONS

The Work to be done is within the jurisdiction of the State Park System. All persons entering the premises for whatever reason are subject to the "Rules and Regulations" for the State Park System, as set forth in Title 14, California Code of Regulations, Division 3, Chapters 1 and 2. Any person who fails to observe these "Rules and Regulations" may be barred from further work in the State Park System.

1.18 RESPONSIBILITY FOR INJURY AND DAMAGE

- A. Contractor shall be responsible for damage to or loss of property regardless of cause, or for injury or loss of life to persons employed on this Project and to the general public, which arise from operations under this Contract.
- B. From the formal Start Work Date until formal acceptance of the Work, Contractor is responsible to save from injury and damage by whatever cause all of the Work under this Contract, except as provided in Section 7105 of the Public Contract Code. Contractor shall rebuild, restore, and/or repair any such injury or damage, at Contractor's sole expense, before formal acceptance.
- C. State is hereby relieved at all times from an indebtedness or claim other than the Contract Sum.

1.19 COOPERATION BETWEEN CONTRACTOR AND STATE

- A. When the Contract is approved, Contractor will be notified in writing by State of the formal Start Work Date, the Contract completion date, and the name and location of State's Representative responsible for inspection of the Work. Contractor shall start Work within ten (10) Calendar Days of the formal Start Work Date and diligently pursue the Work to completion.

- B. If Work is suspended for more than three (3) Calendar Days "due to Contractor's actions" or "due to no fault of State," Contractor shall immediately inform State's Representative in writing as to the rescheduling of the Work.
- C. Contractor shall be responsible for notifying the surety or sureties, furnishing bonds for the Contract, of all changes to the Contract.
- D. No Work shall be done except on Working Days and during Regular Work Hours unless Contractor has submitted a written request to State's Representative not less than five (5) Calendar Days in advance of each occurrence and State has given written approval. State may reject, without further reason, any work done in violation of this Subsection.

1.20 PERMITS, LAWS, AND REGULATIONS

- A. State shall obtain and pay for the permits as indicated in the Project Manual. Contractor is responsible for all other permits. Notwithstanding that State obtains any permits required for the Work, Contractor shall not be relieved of any responsibility for compliance with laws and codes, including without limitation, building codes, pertaining to the Work. Contractor shall pay all public utility usage charges, for utilities consumed during the Work, including any applicable connection charges, which apply to the Work.
- B. No building permits from city or county governments are necessary for Work on State projects.
- C. Contractor shall comply with the current edition of Title 24, California Code of Regulations, and the various safety orders and codes of the State of California where applicable.
- D. All records of Contractor, subcontractors, and suppliers that pertain to the performance of the work or are necessary to determine or verify compensation, including, but not limited to, all documents used to prepare the bid shall be retained for a period of three years after final payment for examination or audit by the State. The State may examine and copy all records including, but not limited to, paper, electronic, and photographic documents.

1.21 STORAGE OF EQUIPMENT AND MATERIALS

- A. State's Representative shall inform Contractor of the availability of suitable areas for the storage of Contractor's equipment and materials. Contractor shall maintain the storage of equipment and materials within the confines of the area designated by State's Representative.
- B. Contractor shall store materials intended for use on this Project in such a manner that their quality and fitness for the Work will be preserved. When considered necessary by State, materials shall be stored so as to facilitate inspection. It shall be Contractor's responsibility to protect those stored items. All stored materials remain the property of the Contractor until such time as they are installed in their final position as intended in the Contract Documents.
- C. Routes of hauling and parking vehicles and equipment beyond the limits of the existing roads shall be only as directed by State's Representative.

1.22 SITE CONDITIONS

- A. State may furnish reports, surveys, or other information describing physical characteristics, legal limitations and utility locations for the Project site, and a legal description of the site. The furnishing of this information is for the convenience of Contractor only and shall not relieve Contractor from its duties under the Contract Documents in general. In performance of the Work, Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and patent and concealed conditions. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines. Utility points of connection and other site relationships referenced in the contract documents are diagrammatic in nature. The exact location and routing requirements are the responsibility of the Contractor and are subject to the approval of the State's Representative.
- B. The Contractor shall visit the Project site and verify all existing conditions prior to preparing its bid, in accordance with Parts 1.01 and 1.02 of Section 00100 Public Works, Instructions to Bidders. No additional compensation will be allowed for any conditions described in the Contract Documents or reasonably anticipated from pre-bid examination and observation of the Project site.
- C. **Differing Site Conditions**
 - (1) During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, are encountered at the site, Contractor shall promptly notify State in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

- (2) Upon written notification, State's Representative will investigate the conditions, and if State's Representative determines that the conditions materially differ and cause change in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. State's Representative will notify Contractor of its determination whether or not an adjustment of the Contract is warranted.

- D. The construction area must be confined to the minimum space needed and be compatible with the ongoing Park Unit operations. The construction area, including all staging and laydown areas, must be approved by the State's Representative.

1.23 WARRANTIES

ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND SHALL BE SIGNED BY THE MANUFACTURER OR SUBCONTRACTOR AS THE CASE MAY BE AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO STATE AND DELIVERED TO STATE'S REPRESENTATIVE UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

1.24 AS-BUILT PLANS

Prior to acceptance, Contractor shall furnish to State's Representative a set of Contract plans in CAD (computer-aided drafting) format unless otherwise directed by State's Representative, clearly and legibly marked showing the location, as constructed, of all elements, features, components, and utilities. The as-built plans shall provide detailed information and reference dimensions locating all concealed elements, features, components, and utilities. Each sheet must be stamped "AS-BUILT", signed and dated by the Contractor.

1.25 PROTECTION OF PERSONS AND PROPERTY

- A. Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes, which apply to any Work performed pursuant to the Contract, including, but not limited to, any air pollution control rules, regulations, ordinances, and statutes, specified in California Government Code, Section 11017.
- B. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act (OSHA) including, but not limited to, providing and posting all required posters and notices and shall otherwise be responsible for all other mandatory safety laws.
- C. Contractor shall not impose or permit loading upon any part of the Work, construction, site or upon or adjacent to the Work site, in excess of safe limits, or permit loading that will result in stress or damage to the structural, architectural, mechanical, electrical, or other components of the Work.
- D. **Hazardous Materials**
- (1) Contractor shall not cause or permit any "Hazardous Materials" [as defined in Section 1.27D(2) of these General Conditions] to be brought upon, kept or used in or about the Project site except to the extent such Hazardous Materials: (a) are necessary for the prosecution of the Work; and (b) are required pursuant to the Contract Documents; and (c) have been approved in writing by State. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials.
- (2) As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the Environmental Protection Agency as a hazardous substance, or as defined in the California Health and Safety Code, Section 25316, or any substances, materials or wastes that are or become regulated, identified, defined or listed under federal, state or local law, and all products containing such Hazardous Materials.
- E. **Spread of Exotic Biological Organisms** – Before entering the park unit and at the conclusion of the Contract, all Contractors shall remove soil and organic materials from all motorized equipment used to transport or process soil or organic matter. Contractors shall clean the hull, motor, pumps, and accessories on all watercraft before entering the park unit and at the conclusion of the Contract.

SECTION 000802
SUPPLEMENTAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. The following requirements either amend or supplement the following sections
1. Section 00700 – General Conditions (DPR 483)
- B. ADD the following paragraph to Section 00700 – General Conditions (DPR 483)

1.04 Insurance, A. Insurance Requirements, (2) Builder's Risk/Installation Floater:

Builders Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, false work, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the State's and Contractor's services and expenses required as a result of such insured loss.

ADD the following paragraph to Section 00700 – General Conditions (DPR 483), 1.04 Insurance, (5) POLLUTION LIABILITY:

Contractor shall maintain in force, at its own expense, Pollution Liability / Environmental Liability Insurance (covers areas of: asbestos / lead abatement, demolition, electrical, excavation / grading, plumbing, masonry, painting, roofing, DOD & DOE, transformer / PCBs, general contracting, environmental remediation, drilling, emergency response, industrial cleaning / maintenance, lab packing, mechanical, paving, Superfund, storage tank and utility, mold remediation and incidental fungus), with limits not less than one million dollars (\$1,000,000) depending on exposure.

- C. All testing referred to in the Contract Documents shall be made by an independent testing lab arranged and paid for by the Contractor and approved by the State's Representative.

END OF SECTION 000802

SECTION 000803
MINED PRODUCTS AND MATERIALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The following requirements supplement the General Conditions
- B. Related Sections:
 - 1. Section 311000: Site Clearing and grubbing
 - 2. Section 312000: Earth Moving

PART 2 - PRODUCTS

2.1 MINED PRODUCTS AND MATERIALS

- A. In accordance with provisions of Section 10295.5 of the Public Contract Code, no sand, gravel, aggregates, or other minerals produced from a surface mining operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code Section 2710, et. seq.), shall be purchased or utilized in the Work of this Contract, unless the operation is identified in the list published quarterly in the California Regulatory Notice Register pursuant to subdivision (b) of Section 2717 of the Public Resources Code. The list is also available through the State of California, Department of Conservation, Office of Mine Reclamation website at www.consrv.ca.gov/omr (AB 3098 List).

PART 3 - EXECUTION

3.1 CERIFICATE OF COMPLIANCE

- A. Submit Signed Certificate Indicating:
 - 1. No sand, gravel, aggregates, or other minerals produced from a surface mining operation subject to the Surface Mining and Reclamation Act of 1975 have been purchased or utilized in the Work of this Contract which have come from sites not currently identified in the list published quarterly in the California Regulatory Notice Register pursuant to subdivision (b) of Section 2717 of the Public Resources Code.

Section 000803 – Page 2
Mined Products and Materials

2. Indicate the California Mine Identification Number of each site from which products or materials have been purchased.

END OF SECTION 000803

SECTION 000804
DISPOSAL OF REFUSE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Dispose of waste, debris, and rubbish resulting from the construction of the project.
- B. If excess excavation spoils cannot be suitably disposed of on State property, as directed by the State's Representative, it shall be hauled away at the Contractor's expense.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 REQUIREMENTS

- A. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off State property.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways

END OF SECTION 000804

SECTION 000810
CONSTRAINTS AND MITIGATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The following requirements supplement the General Conditions, Section 00700.

1.2 RELATED REQUIREMENTS

- A. Section 015000 Temporary Facilities and Controls
- B. Section 311200 Site Clearing
- C. Section 311235 Storm Water Pollution Prevention Plan (SWPPP)

1.3 DEFINITIONS

- A. Cultural Resource Specialist – State provided Archaeologist, Historian, and/or Native American representative.
- B. Natural Resource Specialist – State provided Environmental Scientist, Environmental Services Intern, or similar qualified State employment classification.
- C. DPR-approved Biologist – State provided person with a college degree in Biology, Botany, Animal Science, or closely related field has been vetted through the Department to have adequate knowledge and appropriate work experience to conduct botanical/wildlife surveys or to monitor a project site for environmental compliance purposes.
- D. U.S. Army Corps of Engineers, ACOE
- E. U.S. Fish & Wildlife Service, FWS
- F. National Oceanic and Atmospheric Administration, NOAA
- G. California Department of Fish & Wildlife, CDFW
- H. Regional Water Quality Control Board, RWQCB
- I. California Coastal Commission, Commission

Section 000810 – Page 2
Constraints and Mitigations

1.4 SUBMITTALS

- A. Temporary Fencing: Contractor shall submit layout, materials, and installation detail.
- B. Exclusion Fencing: Contractor shall submit layout, materials, and installation details.
- C. Prior to the start of construction, Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for DPR approval that identifies the Best Management Practices for use in all construction areas to reduce or eliminate the discharge of soil and surface water runoff from soil-disturbing construction activities and spills from vehicles and equipment (See Section 311231). (SWPPP)

PART 2 – PRODUCTS (Not used).

2.1 MATERIALS

PART 3 – EXECUTION

3.1 GENERAL CONSTRAINTS

- A. In compliance with the environmental review documents and regulatory permits, the Contractor's operations are subject to the constraints and environmental protection measures that follow, as well as compliance with any and all constraints or environmental protection measures included in other sections of the Project Manual. Contractor must have qualifying experience working in compliance within regulatory permit restrictions including, but not limited to, delaying construction activities for biological and cultural surveys, coordinating with biological & cultural monitors, and avoiding Environmentally Sensitive Habitat Areas (ESHA) such as those required for this Project (See Appendix A).
- B. Environmental Documents and Permits - The Contractor shall receive all necessary environmental documents and permits from the State's Representative and shall maintain a copy of each document at the construction site at all times, and shall be presented to personnel from another State, Federal, or local agency upon request. (DPR, ACOE, FWS, NOAA, CDFW, RWQCB, Commission)
- C. Contractor shall contact State's Representative a minimum of 7 days prior to the start of construction, as well as prior to demolition, vegetation removal, or any ground-disturbing work, and/or work during dates outlined in 3.2 CULTURAL RESOURCE CONSTRAINTS or 3.3 NATURAL RESOURCE CONSTRAINTS below to schedule cultural and/or natural resource monitoring/surveys by Cultural/Natural Resource Specialists. Any ensuing directives from the Cultural/Natural Resource Specialist(s) in relation to need for interruption of specific

Contractor work will be made through the State's Representative.

- D. Contractor shall notify State's Representative about any proposed project changes, including but not limited to construction sites, staging and storage locations for vehicles, equipment, materials, and vehicle access routes, for review and approval by Cultural/Natural Resource Specialists a minimum of 5 days in advance of implementation.
- E. Contractor shall ensure that State Resource Specialists and regulatory agency personnel have access to the site when the specialist(s) determine it necessary to monitor work and/or resources. (DPR, ACOE, FWS, NOAA, CDFW, RWQCB, Commission)
- F. Contractor shall not initiate construction until the Cultural and Natural Resource Specialists have marked or identified, where certain resources must be avoided on the site, as required. (DPR)
- G. Contractor shall stage/store equipment and materials only in designated areas shown on the project plans or Contractor submittals. Staging and storage locations and access routes to designated locations shall be limited to those identified on sheet 3 of the final Project plans (Stillwater Sciences, 2025) to minimize soil compaction of native habitat. Any additional areas proposed for storage, staging, or access shall be reviewed (in consultation with natural and cultural resource specialists) and approved by the State's Representative prior to use by the Contractor. (DPR, , CDFW)
- H. Compliance & Coordination
 - i. Contractor shall follow final approved plans, including any revisions made during permitting.
 - ii. Contractor shall comply with all permit conditions tied to the Programmatic Biological Opinion and Water Quality Certification.
 - iii. Contractor shall cooperate with monitoring personnel and allow site access for inspections.
- I. To the maximum extent practicable, construction activities will be restricted to periods of low rainfall (less than 0.5 inch per 24--hour period) and periods of dry weather (with less than a 50% chance of rain). During these restricted periods, no construction activities will occur between 30 minutes prior to sunset and 30 minutes after sunrise (no night work during rain events). If rain exceeds 0.5 inch during a 24-hour period, work will cease until no further rain is forecast. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates less than a 50% chance of 0.5 inch of rain or less during a 24-hour period (CDFW).
- J. No in-water work is authorized. The Project will only result in disturbance to terrestrial or upland habitat. If ponded water is present,

Section 000810 – Page 4
Constraints and Mitigations

work activities must halt, and the Qualified Biologist must be contacted to determine if the area requires fencing and/or other protective measures to comply with the regulatory permits received for the Project.

3.2 CULTURAL RESOURCE CONSTRAINTS

- A. Pre-Construction Environmental Sensitivity Training. Prior to the start of any onsite construction activities, Contractor shall ensure that employees, sub-contractors, or workers who will be working on-site for more than two days attend DPR Archaeologist-taught archaeology and tribal cultural resources sensitivity training. Tribal and archaeological monitors will remain onsite during all initial ground disturbance/grading and during the removal of fill material (berm & stockpiles).
- B. In the event of an inadvertent discovery of Native American cultural deposits, work will halt in the immediate area until the District Archaeologist is able to inspect the discovery in order to assess if a treatment and mitigation plan is necessary, in coordination with the tribal representatives. If a treatment and mitigation plan is warranted by the discovery, construction in the immediate area of the find will not resume until mitigation efforts have been completed. If the discovery does not warrant the development of a specific treatment and mitigation plan, the material will be stockpiled in the staging area and protected with erosion control Best Management Practices, e.g., plastic-free wattles, covered by tarp, etc. At the conclusion of the Project, the material will be spread onsite in the staging area, then seeded to ensure soil stabilization and to protect the inadvertent discovery.
- C. In the event that previously unknown cultural resources (including but not limited to concentrations of dark soil, shell, bone, flaked stone, groundstone, or deposits of historic materials ([50+ years old] trash, foundations, etc.) are encountered during project construction by anyone:
 - i. Work shall cease immediately at the location.
 - ii. Contractor shall immediately notify the State's Representative.
 - iii. Contractor shall not work in this area until receipt of written approval from the State's Representative to resume activity in the area of the discovery.
 - iv. Contractor shall be redirected to work in other project locations. (DPR)
- D. In the event that human remains are discovered:
 - i. Work shall cease immediately in the area of the find and the Contractor shall immediately notify the State's Representative.

- ii. Work will not resume in the area of the find until proper disposition is complete in accordance with §5097.98 of the California Public Resources Code.
- iii. Contractor shall be redirected to work in other project locations until Contractor receives written approval from the State's Representative to resume activity in the area of the discovery. (DPR)

3.3 NATURAL RESOURCE CONSTRAINTS

- A. A Qualified Biologist shall be present throughout the initial clearing, grading and excavation activities. A Biological Monitor may be present upon completion of excavation activities. If a Qualified Biologist witnesses a potential violation of this Agreement, s/he shall contact CDFW immediately. (CDFW)
- B. Where appropriate and based on project-specific requirements, a Qualified Biologist(s) will perform site clearance at the beginning of each day and will monitor construction activities throughout the day in, or immediately adjacent to, sensitive resources and/or Covered Species habitat (including critical habitat as applicable), as necessary. The Qualified Biologist will confirm that all applicable protection measures are implemented during project construction. The Qualified Biologist will have the authority to stop any work if they determine that any permit requirement is not fully implemented or if it is necessary to protect Covered Species, consistent with the information provided in a signed ESA Section 7(a)(2) Review Form by the FWS Field Office to cover the proposed project by the PBO. The Qualified Biologist will prepare and maintain a biological monitoring log of construction site conditions and observations, which will be kept on file.
- C. Permittee shall conduct a pre-construction training session for all employees, contractors, or personnel otherwise working on the Project site who will take part in any action within the Project boundaries prior to performing any work on-site. The program shall consist of a presentation from the Qualified Biologist that includes a discussion of:
 - i. The appropriate access route in and out of the construction area and review project boundaries.
 - ii. How a biological monitor will examine the area and agree upon a method which will ensure the safety of the monitor during such activities.
 - iii. The biology of the habitats and species identified in this Agreement and present at this site.
 - iv. The distribution and habitat needs of any special status species that may be present.
 - v. Species' sensitivity to human activities.

Section 000810 – Page 6
Constraints and Mitigations

- vi. Legal protections for those species, penalties for violations, and Project-specific protective measures included in this Agreement.
 - vii. Reporting requirements, permit agreements, and;
 - viii. Project conservation measures.
- D. The Qualified Biologist/Biological Monitor shall have the authority to stop all work if any special-status species enters or is discovered within 250 feet of the active work zone. All work shall halt and not continue until the wildlife leaves the area on its own accord. (FWS, CDFW)
- E. Area & Access Restrictions
- i. Contractor shall confine all equipment, staging, and access routes to the approved project footprint and designated access routes.
 - ii. Contractor shall not operate mechanized equipment within flowing or ponded water of Villa Creek.
 - iii. Contractor shall prevent equipment entry into the stream channel, except where explicitly approved in final plans.
 - iv. Contractor shall install and maintain ESHA fencing to prevent inadvertent impacts to the stream and sensitive habitats.
- F. Prior to the start of construction, the Contractor shall install temporary fencing around the project limits and any adjacent facilities (e.g., staging areas). All trees and vegetation not planned for removal or trimming, and sensitive habitats immediately adjacent to the project site will be protected prior to and during construction. Installation of fencing will be monitored by the Natural Resource Specialist or DPR-approved Biologist to ensure sensitive habitat areas are protected from construction activities. Following construction, all temporary fencing materials (e.g., mesh, stakes, sandbags) shall be collected and transported off-site. (DPR, , CDFW, FWS)
- G. Any fencing posts or signs, or vertical poles installed temporarily or permanently throughout the course of the Project shall have the top opening capped and/or the top three post holes covered or filled with screws or bolts to prevent the entrapment of wildlife, specifically birds of prey. The Qualified Biologist/Biological Monitor shall be responsible for ensuring compliance with this measure throughout the course of the Project and shall inspect each post or pole for compliance when at the Project site. (CDFW)
- H. At the direction of the Biologist or Biological Monitor, Contractor shall install exclusion fencing in areas that may be in proximity of or adjacent to sensitive areas determined by a qualified biologist and shown on the

project design plans. This Measure does not apply to those sensitive areas that will be impacted as explicitly described in the Project Description of this Agreement and according to design plans (Appendix A). The fencing shall remain in place throughout the duration of project-related activities and shall be regularly inspected and maintained. The fencing shall be completely removed upon completion of construction activities. (CDFW)

- I. Contracting personnel shall not initiate construction activities each day until the Biologist or a Biological Monitor has inspected the work area, areas adjacent to the work area, and machinery. If the Biologist or Biological Monitor determines the work site does not support sensitive species, construction may be initiated and continue under the observation of the Biologist or Biological Monitor. (, FWS, CDFW)
- J. Contractor shall allow any wildlife encountered during the course of construction to leave the construction area unharmed. Trapping, capture, or relocation of any state or federally listed species is not permitted. (CDFW)
- K. Equipment Use & Operation
 - i. Contractor shall use heavy equipment only for grading and habitat feature placement as specified in final plans.
 - ii. Contractor shall ensure equipment remains outside wetted portions of the lagoon and stream at time of construction.
 - iii. Contractor shall anchor wood enhancement structures outside wetted areas, consistent with revised design locations.
- L. Material Handling & Habitat Protection
 - i. Contractor shall not remove rip-rap material located within wetted portions of the lagoon.
 - ii. Contractor shall remove only rip-rap located outside lagoon inundation areas, per final design.
 - iii. Contractor shall leave approved rock material in place to maintain habitat complexity where specified.
 - iv. Contractor shall place large woody material and boulders only at approved locations and per design specifications.
- M. Contractor shall cover areas of excavation (e.g., pits, trenches, holes) overnight or during periods of inactivity. Routes of escape from excavated pits and trenches shall also be installed for wildlife that could potentially become entrapped.
 - i. These locations will be regularly inspected by the Contractor, throughout construction and immediately prior to filling.
 - ii. Should any wildlife be discovered within an excavated area, the

Section 000810 – Page 8
Constraints and Mitigations

Contractor shall promptly contact the State's Representative and temporarily suspend all work at the excavation site until the entrapped animal can be safely relocated by the Natural Resource Specialist or Permitted Biologist. (DPR, FWS, CDFW)

- N. Contractor shall implement the following measures to reduce the introduction and spread of non-native, invasive species:
 - i. Construction equipment shall be cleaned of mud or other debris that may contain invasive plants and/or seeds and inspected to reduce the potential of spreading noxious weeds, before mobilizing to arrive at the construction site and before leaving the construction site.
- O. Contractor shall minimize noise during construction through the use of best available techniques.
 - i. Contractor shall ensure that all internal combustion engines are equipped with a muffler of a type recommended by the manufacturer and that all equipment and trucks use noise attenuation devices, such as engine enclosures, acoustically attenuating shields or shrouds, intake silencers, ducts, etc. (DPR)
 - ii. Contractor shall locate stationary noise sources (e.g. generators) and staging areas as far away as possible from sensitive receptors (e.g., visitors, staff, wildlife, and/or neighbors). If stationary noise sources must be located near sensitive receptors, Contractor shall muffle construction-related noise sources to the extent feasible and/or where practicable. (DPR)
- P. No nighttime operations (including lighting) shall be authorized to complete the project. All construction shall adhere to the hours of operation as outlined in the Project Manual. No Project activity will be initiated until thirty (30) minutes after sunrise and all Project activity will cease thirty (30) minutes prior to sunset. (DPR, CDFW)
- Q. Work Limit-Vehicle Speed Limit. No vehicle conducting any action or movement on paved access roads may go over fifteen (15) miles per hour. No vehicle conducting any action or movement on dirt access roads may go over ten (10) miles per hour. No vehicle conducting any action or movement within staging areas or in Project action areas may go over five (5) miles per hour. Vehicles include but are not limited to tractors, excavators, skid-steers, personnel vehicles, pick-up trucks, and dump trucks. (CDFW)
- R. All construction equipment used on this project shall be clean and free of soil and plant material before arrival at the project site and before leaving the park in order to prevent invasive plant seed dispersal and potential introduction of new invasive species. (DPR, CDFW)
- S. Any hazardous or toxic materials that could be deleterious to aquatic life shall be contained in watertight containers or removed from the Project site. Such materials include, but are not limited to, debris soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt,

paint or other coating material, and oil or other petroleum products. These materials shall be prevented from contaminating the soil and/or entering the waters of the State. Any such materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with permission of Permittee, shall be removed immediately. Best management practices (BMPs) shall be employed to accomplish these requirements. (CDFW, RWQCB)

- T. All refuse, debris, unused materials, and supplies that cannot reasonably be secured will be removed daily from the project work area and deposited at an appropriate disposal or storage site. All construction debris will be removed from the work area immediately on project completion. The Water Quality and Hazardous Materials (Section 2.1.5.2, Water Quality and Hazardous Materials) measures will be implemented to ensure proper handling and disposal of hazardous materials. (FWS)

During project activities all trash, especially food-related refuse that may attract potential predators or scavengers, will be properly contained in sealed containers, removed from the work site, and disposed of daily.

- U. Permittee shall not dump any litter or construction debris within the Project area. All debris and waste shall be picked up daily and properly disposed of at an appropriate site. Upon completion of operations and/or onset of wet weather, all construction material and/or debris shall be removed from the Project work site to an area not subject to inundation. All removed vegetation and debris shall be disposed of according to State and local laws and ordinances. Fencing, and barriers shall be removed upon completion of Project construction activities. (CDFW)
- V. Pets belonging to Project personnel shall not be permitted within the construction boundaries at any time. (DPR)
- Avoidance of Fish & Aquatic Impacts
- i. Contractor shall avoid activities that would require fish exclusion, fish rescue, fish relocation, or turbidity-generating activities in wetted areas as the project is designed to avoid these actions.
 - ii. Contractor shall immediately halt work and notify the project biologist/manager if wildlife, including fish or aquatic species, are observed at risk due to construction activities.

3.4 AIR QUALITY

- A. Contractor shall post a publicly visible sign specifying the telephone number and person to contact regarding dust complaints. This person shall respond to complaints and take corrective action within 48 hours. The phone number of the Bay Area Air Quality Management District shall be visible to ensure compliance with Rule 402 (Nuisance). (DPR)
- B. Contractor shall maintain all equipment engines in good condition, in proper tune (according to manufacturer's specifications), and in compliance with all State and Federal requirements. (DPR)

Section 000810 – Page 10
Constraints and Mitigations

- C. All trucks hauling soil, sand, or other loose materials on public roads shall be covered or required to maintain at least two feet of freeboard. (DPR)
- D. Contractor shall apply water (e.g., using water truck) twice daily at sufficient quantities to prevent airborne dust from leaving the Project area. Watering shall be conducted in a manner that prevents any runoff. (DPR)
- E. Grading activities shall be prohibited during periods of high wind (over 25 mph) instantaneous gusts exceed 35 mph, or dust from construction might obscure driver visibility on public roads. (DPR)
- F. Contractor shall cover all inactive storage piles. (DPR)

3.5 EROSION CONTROL

- A. BMPs shall be incorporated into the project [See Section 311231] to reduce siltation and runoff of contaminants into wetlands, ponds, streams, or riparian woodland/scrub. The Contractor shall use weed-free products to minimize the spread of exotics.
- B. Appropriate wildlife-friendly erosion-control measures (e.g., fiber rolls, filter fences, vegetative buffer strips). Filter fences and mesh will be of material that will not entrap reptiles and amphibians. Erosion control blankets shall be used as a last resort because of their tendency to biodegrade slowly and trap reptiles and amphibians. Erosion-control measures will be placed between the outer edge of the buffer and the project site. (DPR, CDFW)
- C. Permittee shall not use erosion control materials containing plastic monofilament netting (erosion control matting) or similar material containing netting within the Project area due to documented evidence of amphibians and reptiles becoming entangled or trapped in such material. Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds. (CDFW)
- D. At no time shall soil, silt laden runoff, or other organic materials be allowed to enter the stream or directed to where it may enter the stream. Erosion control measures, such as silt fences, straw hay bales, shall be used wherever silt laden water has the potential to leave the work site. (CDFW, RWQCB)
- E. Equipment shall be cleaned and repaired (other than emergency repairs) outside State Park boundaries. If a vehicle is found to be leaking fluids of any kind, it shall be taken to an off-site location immediately. All contaminated water, sludge, spill residue, or other hazardous compounds shall be disposed of outside State Park boundaries, at a lawfully permitted or authorized location. (DPR, CDFW)
- F. Stationary equipment such as motors, pumps, generators, compressors and welders, located adjacent to the stream, shall be positioned over drip-pans. Any mobile equipment or vehicles driven and/or operated in proximity to the stream shall be checked for leaks daily, and maintained, if necessary. Vehicles

shall be moved away from the stream prior to refueling and lubrication.
(CDFW)

3.6 FIRE PREVENTION

- A. Contractor shall require that all heavy equipment be equipped with spark arrestors or turbo-charging (eliminates sparks in exhaust) and fire extinguishers. At the end of each workday, Contractor shall park all equipment within approved staging areas. (DPR)
- B. Contractor shall require that construction crews park vehicles and heavy equipment away from flammable material, such as dry grass or brush. (DPR)

3.7 WORK LIMITS

- A. No construction activities may occur outside of defined work limits unless approved in writing by the State's Representative, in consultation with the Cultural and Natural Resource Specialists. (DPR)
- B. Work limits, as defined on Project Plans, shall be clearly delineated onsite by the Contractor, and approved by the State's Representative, through the use of fencing [orange snow fence, silt fence, lath and survey tape, etc.] prior to the start of any construction activities.
- C. Permittee will not operate equipment in wetted areas (including but not limited to ponded, flowing, or wetland areas). (CDFW)
- D. Vegetation disturbance shall be limited to the immediate work footprint and limited to as few access pathways as necessary to complete the Project. (CDFW)

3.8 SITE CONDITIONS

- A. If unforeseen cultural and/or natural resources are uncovered during execution of the work, the State's Representative will put activities on hold at that specific location, and Contractor(s) shall be redirected to work in other project locations. The State Resource Specialist will record and evaluate the find and implement avoidance, preservation, or recovery measures as appropriate in compliance with environmental law and State Parks' resource directives prior to State's Representative directing resumption of work at that specific location. (DPR)
- B. Contractor shall include in the project schedule, consideration of up to 5 calendar days down time for unforeseen conditions uncovered during execution of work that may require further resource analysis. Down time days must be approved by the State's Representative. (DPR)

Section 000810 – Page 12
Constraints and Mitigations

- C. Following construction, Contractor shall restore all disturbed areas to pre-project contours to the maximum extent possible per the recommendations of the qualified biologist. (DPR, RWQCB)
- D. Contractor shall remove all temporary flagging, fencing, and/or barriers from the Project site and vicinity of the stream upon completion of Project activities. (CDFW)
- E. Contractor shall leave the site in a stable, erosion-resistant condition consistent with restoration goals.

3.10 PROTECTION OF EXISTING RESOURCES

- A. Contractor shall provide required protection, in areas identified on drawings or as directed by State's Representative to maintain integrity of the existing resources to be protected during the course of the project.

END OF SECTION 000810

SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of State's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: **Villa Creek Estuary Restoration**

1. Project Location: **Estero Bluffs State Park, Highway 1, Cayucos, CA 934430**

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The Project incorporates a 4.83- acre construction area that will include the establishment of a staging area and access roads; clearing and grubbing; grading; installation of temporary exclusionary fencing; installation of large wood features; and revegetation. The project will be constructed outside of the wetted channel of Villa Creek and does not include the removal of mature trees or shrubs.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

Section 011000 – Page 2

Summary

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011400 WORK RESTRICTIONS

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Contractor shall submit a Construction Sequencing and Travel Plan
- B. Contractor shall include submittals to describe hauling activities and shall provide a hauling permit if required.
- C. Contractor shall submit the traffic signs required by the Caltrans Encroachment permit.

1.2 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits on Use of Site: Confine construction operations to Areas within the exclusionary fencing demarcated in the Project Final Plans.
 - 2. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to State, State's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

1.3 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
 - 2. Comply with Caltrans encroachment permit 0525NTK0363, including the requirement to prevent mud or dirt from tracking onto State Highway 1 using track-out mats or similar.

Section 011400 – Page 2
Work Restrictions

- B. Construction work and demobilization shall be restricted to the period between October 1st and February 28th. Work before or beyond that date shall only be performed with explicit clearance from the State.
- C. If precipitation greater than 0.5 inch in 24 hours is forecast during the construction period, the Contractor will be notified, implementation work must stop, and erosion control best management practices (BMPs) must be implemented
- D. Extensions of this work window will be considered on a case-by-case basis only if justified, approved by permitting agencies (to be coordinated by State's Representative) and if precipitation sufficient to produce runoff is not forecast to occur during any of the work activities.
- E. Supply, install, and maintain portable changeable message signs the conform with placement standards shown in Caltrans encroachment permit 0525NTK0363, Appendix B.
- F. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
- G. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by State or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify State's Representative not less than two days in advance of proposed utility interruptions.
 - 2. Obtain State's written permission before proceeding with utility interruptions.
- H. Smoking and Controlled Substance Restrictions: Use of tobacco products , alcoholic beverages, and other controlled substances on State's property is not permitted
- I. Physical location of the work is in Estero Bluffs State Park in Cayucos, California and is owned and operated by DPR. Work areas are along Villa Creek and adjacent wetlands and are shown on the Drawings.
- J. The work site shall be accessed from the access road turnout of highway 1 and via temporary access roads shown in the Drawings.
- K. The proposed staging area is shown in the Drawings. Contractor shall provide any additional necessary staging areas at their own expense.
- L. In order to avoid conflicts, construction work for the site shall be coordinated with any work by utility entities performing utility relocations. The Contractor shall also coordinate with the utilities, such that the utilities may have sufficient

time to install their facilities in the roadway prior to final paving. Reimbursement for right-of-way delays regarding work by utility entities shall not be allowed.

- M. It is not the intent of the Drawings to show the exact location of existing or relocated utilities. Whenever any such utilities are indicated thereon, the Contractor shall be responsible for verifying their actual location and depth in the field. The Contractor shall notify the appropriate Underground Service Alert for their location forty-eight (48) hours prior to excavation.
- N. Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations (i.e., potholing) to determine their exact depth and location.
- O. Extreme care shall be exercised to avoid damage, and it will be the Contractor's responsibility to have repairs made to existing facilities at his/her expense in the event of damage. Where existing utilities require temporary or permanent relocation to accommodate proposed work the Contractor will work with the utilities to provide a minimum of interruption to local service.
- P. The Contractor shall provide construction staking for the project that ties in to established control network points on-site. The Contractor shall notify the Engineer at least 14 working days in advance of when construction stakes will be required, and preferably 30 days prior. The State will provide the contractor with survey control coordinates and geospatial reference datum used for the Project. Any undue destruction of stakes by the Contractor shall constitute cause to hold the Contractor liable for the cost of re-staking
- Q. Mobilization and Demobilization shall include successfully transportation of all equipment & materials to the location of the work, staging area preparations, and staffing plans needed to execute the work within the work duration as shown in the Drawings

1.4 TEMPORARY ACCESS RAMPS AND ROUTES

- A. Contractor shall be entirely responsible and liable for stability and safety of all temporary access ramps and routes. The State should be informed of any discrepancies on the Drawings or other stability or safety concerns. Contractor shall stay within specifically designated Temporary Access regions as shown on Drawings. The State should be notified if any existing tree roots or existing geomorphological feature, not noted on the Drawings, will be impacted by temporary access ramps or construction equipment. Existing tree roots on banks should be preserved and protected.
- B. Access routes shall include minor grading to ensure equipment and material access to the locations of design features. Upon completion of work access routes and ramps shall be decommissioned, regraded, and stabilized to comply with SWPPP requirements.

Section 011400 – Page 4
Work Restrictions

- C. Contractor shall submit a Construction Sequencing and Travel Plan for approval by State's Representative to describe access route enhancements and planned route usage. Access routes may be widened to 14 feet by mowing or cutting existing vegetation. Brush cut along access paths must be harvested and stored for reuse following earthwork activities. Temporary road improvements may include locally balanced grading to stabilize grades for access routes.
- D. The Contractor shall stockpile cleared and grubbed brush materials adjacent to all access routes.
- E. The Contractor shall include submittals to describe hauling activities and shall provide a hauling permit if required.
- F. Erosion control along access roads shall be compliant with the SWPPP (Erosion Control Plan) for the Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011400

SECTION 011410 PERMIT REQUIREMENTS

PART 1 - GENERAL

1.1 US Fish and Wildlife ESA Section 7(a)(2) Biological Opinion Requirements

- A. The spread or introduction of nonnative, invasive plant and animal species will be avoided. When practicable, nonnative invasive plants in the project areas will be removed and properly disposed of in a manner that will not promote their spread. Equipment will be cleaned of any sediment or vegetation at designated wash stations before entering or leaving the project area, to avoid spreading pathogens or nonnative invasive species. Activities that create new habitat for nonnative invasive species will be avoided. Isolated infestations of nonnative invasive species identified in the project area will be treated with weed management methods at an appropriate time, to prevent further formation of seed and destroy viable plant parts and seed. Wash sites must be in confined areas that limit runoff to any surrounding habitat, and on a flat grade. Upland areas will use rice straw or invasive species-free local slash/mulch for erosion control; the remainder of the project area will use certified, weed free erosion control materials. Mulch must be certified weed-free. The Project Proponent will follow the guidelines in the CDFW's California Aquatic Invasive Species Management Plan (CDFW 2008) and Aquatic Invasive Species Disinfection/Decontamination Protocols (CDFW 2016). Construction supervisors and managers will be educated on weed identification and the importance of controlling and preventing the spread of invasive weeds.
- B. Vehicle traffic will be confined to existing roads and the proposed access route(s). All machinery must be in good working condition, showing no signs of fuel or oil leaks. Oil, grease, or other fluids will be washed off at designated wash stations prior to entering the construction site. Inspection and evaluation for the potential for fluid leakage will be performed daily during construction. All fuel and chemical storage, servicing, and refueling will be done in an upland staging area or other suitable location (e.g., barges) with secondary containment to prevent spills from traveling to surface water or drains. Project Proponents will establish staging areas for equipment storage and maintenance, construction materials, fuels, lubricants, solvents, and other possible contaminants in coordination with resource agencies. Staging areas will have a stabilized entrance and exit and will be at least 100 feet from waterbodies, unless site-specific circumstances do not provide such a setback; in such cases, the maximum setback possible will be used. Fluids will be stored in appropriate containers with covers and will be properly recycled or disposed of off-site. Machinery stored on site will have pans or absorbent mats placed underneath potential leak areas.

Section 011410 – Page 2
Permit Requirements

- C. All refuse, debris, unused materials, and supplies that cannot reasonably be secured will be removed daily from the project work area and deposited at an appropriate disposal or storage site. All construction debris will be removed from the work area immediately on project completion. The Water Quality and Hazardous Materials (Section 2.1.5.2, Water Quality and Hazardous Materials) measures will be implemented to ensure proper handling and disposal of hazardous materials.
- D. To reduce dust, construction vehicles will be speed restricted as described in GPM-6, Work Area and Speed Limits, when traveling on nonpaved surfaces. Stockpiled materials susceptible to wind-blown dispersal will be covered with plastic sheeting or other suitable material to prevent movement of the material. During construction, water (e.g., trucks, and portable pumps with hoses) or other approved methods will be used to control fugitive dust. Dust suppression activities must not result in a discharge to waterbodies.
- E. During project activities all trash, especially food-related refuse that may attract potential predators or scavengers, will be properly contained in sealed containers, removed from the work site, and disposed of daily.
- F. Work pads, temporary falsework, and other construction items will be removed from the 100-year floodplain by the end of the construction window. Removal of materials must not result in discharge to waterbodies.
- G. With the exception of vegetation-clearing equipment, no vehicles or construction equipment will be operated in areas of tall, dry vegetation. A fire prevention and suppression plan will be developed and implemented for all maintenance and repair activities that require welding or otherwise have a risk of starting a wildfire.
- H. To the maximum extent practicable, construction activities will be restricted to periods of low rainfall (less than 0.5 inch per 24-hour period) and periods of dry weather (with less than a 50% chance of rain). During these restricted periods, no construction activities will occur between 30 minutes prior to sunset and 30 minutes after sunrise (no night work during rain events). If rain exceeds 0.5 inch during a 24-hour period, work will cease until no further rain is forecast. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates less than a 50% chance of 0.5 inch of rain or less during a 24-hour period. Before construction activities resume, a Qualified Biologist will inspect the project area and all equipment/materials for the presence of Covered Species of amphibians.
- I. To prevent amphibians from becoming entangled, trapped, or injured, erosion control materials that use plastic or synthetic monofilament netting will not be used. Silt fencing can be used because it is not considered a netting and does not entangle species. This includes products that use photodegradable or

biodegradable synthetic netting, which can take several months to decompose. Acceptable materials include natural fibers such as jute, coconut, twine, or other similar fibers. Following site restoration, erosion control materials such as straw wattles will not block the movement of Covered Species of amphibians.

- J. Workers will avoid temporary or permanent placement of structures (e.g., posts, railings, tall equipment, or fence lines) that could provide elevated perches for predatory birds near or in occupied habitat. Trash and food will be contained in predator proof containers and transported off site each day to avoid attracting plover predators to occupied nesting habitat. Project personnel shall not bring pets (i.e., dogs) to the construction site.

1.2 Central Coast Regional Water Quality Control Board Section 401 Water Quality Certification Requirements

- A. All personnel who engage in construction activities or their oversight at the Project site (superintendent, construction manager, foreman, crew, contractor, biological monitor, etc.) must attend trainings on the conditions of this Certification and how to perform their duties in compliance with those conditions. Every person shall attend an initial training within five working days of their start date at the Project. Trainings shall be conducted by a qualified individual with expertise in 401 Water Quality Certification conditions and compliance.
- B. Erosion and sediment control measures shall be on site prior to the start of construction and kept on site at all times so they are immediately available for installation in anticipation of rain events.
- C. The Permittee shall implement and maintain an effective combination of erosion and sediment control measures (e.g., exclusionary fencing, absorption pads, r, fiber rolls, erosion control blankets,) to prevent erosion and capture sediment. The Permittee shall implement and maintain washout, trackout, dust control, and any other applicable source control BMPs.
- D. Erosion and sediment control measures and other construction BMPs shall be implemented and maintained in accordance with all specifications governing their proper design, installation, operation, and maintenance.
- E. Any material stockpiled that is not actively being used during construction shall be covered and surrounded with a linear sediment barrier.
- F. The Permittee shall retain a spill plan and appropriate spill control and clean up materials (e.g., oil absorbent pads) onsite in case spills occur.
- G. All construction vehicles and equipment used on site shall be well maintained and checked daily for fuel, oil, and hydraulic fluid leaks or other problems that could result in spills of toxic materials.

Section 011410 – Page 4
Permit Requirements

- H. All vehicle and equipment fueling, maintenance, and storage shall occur at designated staging areas at least 100 feet away from waterways, unless a requested exception on a case-by case basis granted by prior written approval has been obtained from the Central Coast Water Board.
- I. All construction-related equipment, materials, and any temporary BMPs no longer needed shall be removed and cleared from the site upon completion of the Project.

1.3 California Department of Fish and Wildlife Streambed Alteration Agreement Requirements

- A. Prior to starting Project activities, all employees, contractors, and visitors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.
- B. All work activities shall be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- C. Heavy equipment activities shall be restricted to periods of low rainfall (less than 0.5 inch per 24-hour period) and periods of dry weather (with less than a 50% chance of rain). If rain exceeds 0.5-inch during a 24-hour period, work shall cease until no further rain is forecast. Project activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates less than a 50% chance of 0.5-inch of rain or less during a 24-hour period.
- D. Decontamination protocols described in CDFW's Aquatic Invasive Species Disinfection/Decontamination Protocols (2016) shall be followed.
- E. Project activities shall not occur within the wetted stream.
- F. Permittee shall avoid temporary or permanent placement of structures (e.g., posts, railings, tall equipment, or fence lines) that could provide elevated perches for predatory birds near or in occupied plover habitat. Trash and food will be contained in predator-proof containers and transported off site each day to avoid attracting plover predators to occupied nesting habitat. Project personnel shall not bring pets (i.e., dogs) to the construction site.
- G. For excavations with slopes greater than 45 degrees, Permittee shall place in the excavation at least one stable escape ramp constructed of earthen fill or wooden boards sloped no steeper than 30 degrees.

- H. Vegetation debris pile sites shall not be located within the stream, where spoil will be washed into the stream, or where it could introduce aquatic or riparian invasive vegetation.
- I. Vehicles, equipment (hand tools, mechanical devices, etc.), and other machinery shall be inspected for the presence of undesirable species and cleaned prior to entering the Project site, to reduce the risk of introducing nonnative plant or animal species, fungi, their propagules, and other biotic agents.
- J. Vehicles and heavy equipment shall not be operated in areas where surface water or saturated soil is present.
- K. All equipment and vehicles shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- L. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream. Vehicles shall be moved away from stream and their associated floodplains prior to refueling and lubrication.
- M. Stationary equipment such as motors, pumps, generators, compressors, and welders, located within or adjacent to the stream, shall be positioned over drip-pans.
- N. Spoil storage sites shall not be located within the stream, where spoil will be washed into the stream, or where it could cover aquatic or riparian vegetation.
- O. All disturbed soils within the Project site shall be stabilized to reduce erosion potential during and following Project activities. Temporary erosion control devices, such as straw bales, silt fencing, and sandbags, may be used, as appropriate, to prevent siltation of the stream during Project implementation. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials.
- P. Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650, 5652, and 12015.
- Q. Raw cement, concrete or washings thereof, asphalt, equipment fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the "Water of the State".
- R. Permittee shall not dump Project-generated litter or debris within the stream or areas where such waste could wash into the stream.

Section 011410 – Page 6
Permit Requirements

- S. The cleanup of all spilled materials, including hazardous or deleterious substances, shall begin immediately. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. Permittee shall notify CDFW immediately of any spills and shall be consulted regarding cleanup procedures.
- T. Permittee shall ensure that all installation of large wood shall be designed, sized, installed, and properly keyed in to resist washout and to sustain high flows.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011400

SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form acceptable to State's Representative.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by State and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include

Section 012500 – Page 2
Substitution Procedures

attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of State's Representatives and States.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. State's Action: State's Representative will notify Contractor of acceptance or rejection of proposed substitution within 14 days of receipt of request.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or State's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if State's Representative does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change:
 - 1. Conditions: State's Representative will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, State's Representative will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
- B. Substitutions for Convenience: Not Allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications. The terms "Change Order", "Contract Modification", and "Amendment" are synonymous.

1.2 MINOR CHANGES IN THE WORK

- A. State Representative will issue Bulletins, defined as supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSED CHANGE ORDER (PCO)

- A. State-Initiated Requests: State Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. PCOs issued by State Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 15 days after receipt of a PCO, submit a change proposal indicating all cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity durations, start and finish times, and activity relationships. Use available total float before requesting an extension of the Contract Time.
- B. Contractor - Change Order Request (COR) - : Contractor may propose changes by submitting a Change Order Request (COR).

Section 012600 – Page 2
Contract Modification Procedures

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Order proposals related to unit-cost allowances.
 4. State reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit requests for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit request within 10 days of receipt of the Contract Field Order (CFO) authorizing work to proceed on the allowance. The State has the option to reject requests submitted later than 10 days after such authorization.
 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order proposal cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.5 CONTRACT FIELD ORDER (CFO)

- A. Contract Field Order: The State may issue a Contract Field Order (CFO). A CFO instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Contract Amendment.
 - 1. A CFO contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

1.6 CHANGE ORDER (CONTRACT AMENDMENT)

- A. Submit a letter of authority indicating the Contractor's authorized representative for negotiation of cost and time adjustments, and the limits of their authority. On State's approval of a Contractor's Change Proposal, State will issue a Contract Amendment for signatures of State and Contractor.

PART 2 - PART2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. General: Submit Schedule of Values in accordance with GENERAL CONDITIONS.
- B. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with the project CPM Schedule.
 - 2. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- C. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 2. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 3. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 4. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 5. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 6. Each item in the Schedule of Values and Applications for Payment shall be complete..

Section 012900 – Page 2

Payment Procedures

- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
7. Provide separate line items for profit, fees, taxes, overhead, and General Conditions.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Contract Field Orders result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be sequentially numbered and consistent with previous applications and payments as certified by the State Representative and paid for by the State.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Transmittal: Submit three (3) signed original copies of each Application for Payment to the State.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- C. Administrative Items: Administrative actions, submittals, and update submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Submittals Schedule (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. Copies of required permits.
 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- D. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificates of Partial Substantial Completion issued previously for State occupancy of designated portions of the Work.
- E. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Project Record Documents (As-Builts).
 5. Operation and Maintenance (O & M) Manuals.
 6. Warranties.
 7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when the State took possession of and assumed responsibility for corresponding elements of the Work.

END OF SECTION 012900

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

Project Management and Coordination

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of Architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to State's Representative indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show Architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 2. Plenum Space: Indicate subframing for support of ceiling, raised access floor, and wall systems, mechanical and electrical equipment, and related Work. Locate components within plenums to accommodate layout of light fixtures and other components indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
 6. Review: State's Representative will review coordination drawings to confirm that, in general, the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If State's Representative determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, State's Representative will so inform Contractor, who shall make suitable modifications and resubmit.
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
- 1.5 REQUEST FOR INFORMATION (RFI)
- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. State's Representative will return without response those RFIs submitted to State's Representative by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

Section 013100 – Page 4
Project Management and Coordination

1. State name.
 2. State's Project number.
 3. Name of State's Representative
 4. State's Project number.
 5. Date.
 6. Name of Contractor.
 7. RFI number, numbered sequentially.
 8. RFI subject.
 9. Specification Section number and title and related paragraphs, as appropriate.
 10. Drawing number and detail references, as appropriate.
 11. Field dimensions and conditions, as appropriate.
 12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 13. Contractor's signature.
 14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. State's Action: State's Representative will review each RFI, determine action required, and respond. Allow 15 days for State's response for each RFI. RFIs received by State's Representative after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of State's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. State's action may include a request for additional information, in which case State's time for response will date from time of receipt by State's Representative of additional information.
 3. State's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify State's Representative in writing within five days of receipt of the RFI response.

- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of State's Representative.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date State's response was received.
- E. On receipt of State's action, update the RFI log and immediately distribute the RFI response to affected parties.

1.6 PROJECT MEETINGS

- A. General: State's Representative will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: State's Representative will schedule and conduct a preconstruction conference before starting construction, at a time convenient to State and State's Representative.
 - 1. Attendees: Authorized representatives of State, State's Representative, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.
 - m. Preparation of Record Documents.
 - n. Use of the premises
 - o. Work restrictions.
 - p. Working hours.

Project Management and Coordination

- q. State's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise State's Representative of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals
 - h. Retain first subparagraph below for projects with sustainable design documentation requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.

- s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.
 - u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: State's Representative will conduct progress meetings at biweekly intervals.
- 1. Attendees: In addition to representatives of State and State's Representative, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.

Project Management and Coordination

- 2) Sequence of operations.
 - 3) Retain first subparagraph below if Project uses BIM in construction stage.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of Proposal Requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.

Section 013200 – Page 2
Construction Progress Documentation

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.
 - 3. Three paper copies, of sufficient size to display entire period or schedule, as required.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 - 3. Total Float Report: List of activities sorted in ascending order of total float.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for [the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 15 days, unless specifically allowed by State's Representative.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for State's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. State-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.

Construction Progress Documentation

- d. Partial occupancy before Substantial Completion.
 - e. Use-of-premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. Distribution: Distribute copies of approved schedule to State's Representative and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution

when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 10 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1.7 CPM SCHEDULE REQUIREMENTS

- A. Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 2. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by State that may affect or be affected by Contractor's activities.
 - i. Testing and inspection.
 - j. Commissioning.
 - k. Punch list and final completion.
 - l. Activities occurring following final completion.

Construction Progress Documentation

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- E. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.

1.8 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.

3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Absolutely no construction activity shall commence on submittal items or affected assemblies prior to the State's approval of contractors submittals.
- C. Contractor shall upload and submit all electronic submittals through Procore project management software. State's Rep will provide Procore tutorial for instruction on how to upload submittals to Procore.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires the Designer's responsive action.
- B. Informational Submittals: Written information that does not require the Designer's approval. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. The State Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Submittals Schedule: Electronic copies of each submittal must be uploaded to Procore Project Management software and transmitted to the State Representative within 15 days of Notice To Proceed.

Section 013300 – Page 2

Submittal Procedures

- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the Designer's receipt of submittal.
 - 1. Initial Review: Allow 20 working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The State will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Allow 15 working days for processing each resubmittal.
 - 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- D. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by the State.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Contractor.
 - d. Name and address of subcontractor.
 - e. Name and address of supplier.
 - f. Name of manufacturer.
 - g. Unique sequential identifier, including revision number.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise identify in a manner acceptable to the State any deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless the Designer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
 - 1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- G. Transmittal: Package each physical sample submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form uploaded to Procore. Number each submittal sequentially and

date each submittal. The State Representative will return submittals, without review, from sources other than Contractor.

1. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
 2. Transmittal Form: Use form approved by the State Representative.
- H. Use for Construction: Use only final submittals with mark indicating action taken by the State in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit in Procore all Action Submittals required by individual Specification Sections.
1. Number of Copies: Submit 1 electronic copy of each submittal. If physical samples are indicated, contractor will submit a coversheet in Procore for response. The State Representative will return physical samples. Mark up and retain one physical sample as a Project Record.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with recognized trade association standards.
 - i. Compliance with recognized testing agency standards.
- C. Shop Drawings: Submit Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:

Submittal Procedures

- a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
- D. Samples: Submit physical units of materials or products, including the following:
1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Submit three full set[s] of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The State Representative will return submittal with options selected.
 2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Submit three (3) sets of Samples. The State will retain **two** Sample sets; remainder will be returned. A submittal coversheet for each physical sample to be submitted through Procore for response.
 3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Submit Samples to match the State's sample where so indicated. Attach label on unexposed side.

4. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- E. Product Schedule or List: Submit a written summary indicating types of products required for the Work and their intended location.
- F. Application for Payment: Comply with requirements in Division 1 Section 01290 "Payment Procedures."
- G. Schedule of Values: Comply with requirements in Section 00700 General Conditions.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit one (1) electronic copy of each submittal, unless otherwise indicated.
 2. Certificates and Certifications: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements.
- C. Environmental Product Declarations (EPD):
1. Per the Buy Clean California Act, Environmental Product Declarations (EPD) shall be submitted for the following items:
 - Concrete Reinforcing Steel: ASTM A615/A615M standard specification for carbon steel bars. ASTM A706/A706M standard specification for low-alloy steel bars. ASTM A767/A767M standard specification for zinc-coated steel bars. ASTM A775/A775M standard specification for epoxy-coated steel bars
 - Structural Steel: Hot-rolled sections consisting of wide flange beams (W-shape and HP-shape used in structural applications), standard beams (S-shape), misc. beams (M-shape), channels, an-

Section 013300 – Page 6
Submittal Procedures

gles, and tees. Hollow structural sections with round, square, or rectangular cross-section. Plate material.

- Flat Glass: Float or rolled glass that is clear or tinted.
 - Mineral Wool Board Insulation: Board insulation made of rock or slag in light- and heavy-density types. Light-density: 2.5 lbs/ft³ – 4.3 lbs/ft³ Heavy-density: 4.4 lbs/ft³ – 8 lbs/ft³ lbs/ft³ is pounds per cubic foot
2. An EPD is an independently verified and registered document that reports a product's environmental impact over its life cycle.
 3. An EPD must be:
 - A facility-specific manufacturer declaration
 - Independently verified in accordance with ISO 14025 (Type III environmental declarations – Principles and procedures)
 - Developed according to the guidelines of the applicable Product Category Rule (PCR) as identified by the State
 4. Global Warming Potential (GWP) Limits for Eligible Material

Table 1: GWP limits for eligible materials

Eligible material	Maximum acceptable GWP limit (unfabricated)*
Hot-rolled structural steel sections	1.01 MT CO ₂ eq./MT
Hollow structural sections	1.71 MT CO ₂ eq./MT
Steel plate	1.49 MT CO ₂ eq./MT
Concrete reinforcing steel	0.89 MT CO ₂ eq./MT
Flat glass	1.43 MT CO ₂ eq./MT
Light-density mineral wool board insulation	3.33 kg CO ₂ eq./1 m ²
Heavy-density mineral wool board insulation	8.16 kg CO ₂ eq./1 m ²

- D. Welding Certificates: Submit written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure

Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- E. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- F. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- I. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- J. Field Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- K. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- M. Maintenance Data: Submit written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- N. Design Data: Submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Submittal Procedures

- O. Manufacturer's Instructions: Submit written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- P. Manufacturer's Field Reports: Submit written information documenting factory-authorized service representative's tests and inspections.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the State.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 DESIGNER'S ACTION

- A. General: The Designer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: The Designer will review each submittal, make marks to indicate corrections or modifications required, and return it. The Designer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken:
- C. Informational Submittals: The Designer will review each submittal and will return it, or will reject and return it if it does not comply with requirements. The State Representative will forward each submittal to appropriate party.

END OF SECTION 013300

SECTION 014000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required by the Contractor to verify compliance with requirements specified or indicated.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by State's Representative, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to

Section 014000 – Page 2
Quality Requirements

review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
 2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements or as indicated in-place portions of permanent construction, consisting of multiple products, assemblies, and subassemblies, with cutaways enabling inspection of concealed portions of the Work.
 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting.
 4. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 5. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall have the same meaning as testing agency.
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with

requirements. Contractor's quality-control services do not include contract administration activities performed by State's Representative.

1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to State's Representative.
- B. Delegated-Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the State's Representative regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to State's Representative for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to State's Representative for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Mockup Shop Drawings: For mockups.
 - 1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.

Section 014000 – Page 4
Quality Requirements

2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Permits, Licenses, and Certificates: For State's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, telephone number, and email address of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Statement that products at Project site comply with requirements.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement that equipment complies with requirements.
 - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 3. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is

Section 014000 – Page 6
Quality Requirements

experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens and test assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to State's Representative, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
 2. Build mockups in location indicated or, if not indicated, as directed by State's Representative.
 3. Notify State's Representative seven days in advance of dates and times when mockups will be constructed.
 4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 6. Obtain State's approval of mockups before starting corresponding work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 7. Promptly correct unsatisfactory conditions noted by State's preliminary review, to the satisfaction of the State's Representative, before completion of final mockup.
 8. Approval of mockups by the State's Representative does not constitute approval of deviations from the Contract Documents contained in mockups unless State's Representative specifically approves such deviations in writing.
 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 10. Demolish and remove mockups when directed unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup according to approved Shop Drawings and as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.
1. Coordinate construction of the mockup to allow observation of air barrier installation, flashings, air barrier integration with fenestration systems, and other portions of the building air/moisture barrier and drainage assemblies, prior to installation of veneer, cladding elements, and other components that will obscure the work.
- L. Room Mockups: Construct room mockups according to approved Shop Drawings and as indicated on Drawings, incorporating required materials and assemblies, finished according to requirements. Provide required lighting and additional lighting where required to enable State's Representative to evaluate quality of the Work. Comply with requirements in "Mockups" Paragraph.

Quality Requirements

1.9 QUALITY CONTROL

- A. State Responsibilities: Where quality-control services are indicated as State's responsibility, State will engage a qualified testing agency to perform these services.
 - 1. State will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to State are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by State, unless agreed to in writing by State.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with State's Representative and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify State's Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

Section 014000 – Page 10
Quality Requirements

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Contractor will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying State's Representative promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to State's Representative and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to State's Representative.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for State's and authorities' having jurisdiction reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200

REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": Approved by the State.
- C. "Directed": A command or instruction by the State Representative. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

References

- K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- L. "Submit": Deliver information in the specified format to the State for the State's review and approval.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the State for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the State for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list:

ADAAG Americans with Disabilities Act (ADA)

CFR Code of Federal Regulations

CRD	Handbook for Concrete and Cement
DOD	Department of Defense Specifications and Standards
FED-STD	Federal Standard (See FS)
FS	Federal Specification
FTMS	Federal Test Method Standard (See FS)
MILSPEC	Military Specification and Standards
UFAS	Uniform Federal Accessibility Standards

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list:

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AAN	American Association of Nurserymen (See ANLA)
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists (The)
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute/ACI International
ACPA	American Concrete Pipe Association
ADC	Air Diffusion Council
AEIC	Association of Edison Illuminating Companies, Inc. (The)

Section 014200 – Page 4

References

AFPA	American Forest & Paper Association (See AF&PA)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALA	American Laminators Association (See LMA)
ALCA	Associated Landscape Contractors of America
ALSC	American Lumber Standard Committee
AMCA	Air Movement and Control Association International, Inc.
ANLA	American Nursery & Landscape Association (Formerly: AAN - American Association of Nurserymen)
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts
APA	APA - The Engineered Wood Association
APA	Architectural Precast Association
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ASCA	Architectural Spray Coaters Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers

ASME	ASME International (The American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials
AWCI	AWCI International (Association of the Wall and Ceiling Industries International)
AWCMA	American Window Covering Manufacturers Association (See WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
CCC	Carpet Cushion Council
CCFSS	Center for Cold-Formed Steel Structures
CDA	Copper Development Association Inc.
CEA	Canadian Electricity Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CGSB	Canadian General Standards Board
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association

Section 014200 – Page 6

References

	(Formerly: National Particleboard Association)
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet & Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA/TIA	Electronic Industries Alliance/Telecommunications Industry Association
EIMA	EIFS Industry Members Association
EJMA	Expansion Joint Manufacturers Association, Inc.
FCI	Fluid Controls Institute
FGMA	Flat Glass Marketing Association (See GANA)
FM	Factory Mutual System (See FMG)
FMG	FM Global (Formerly: FM - Factory Mutual System)
GA	Gypsum Association
GANA	Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association)
GRI	Geosynthetic Research Institute
GTA	Glass Tempering Division of Glass Association of North America (See GANA)
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (See NAAMM)
HPVA	Hardwood Plywood & Veneer Association

HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (See CSA International)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute (The)
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
ILI	Indiana Limestone Institute of America, Inc.
IRI	Industrial Risk Insurers
ITS	Intertek Testing Services
IWS	Insect Screening Weavers Association (Now defunct)
KCMA	Kitchen Cabinet Manufacturers Association
LGSI	Light Gage Structural Institute
LMA	Laminating Materials Association (Formerly: ALA - American Laminators Association)
LPI	Lightning Protection Institute
LSGA	Laminated Safety Glass Association (See GANA)
MBMA	Metal Building Manufacturers Association
MCA	Metal Construction Association
MFMA	Maple Flooring Manufacturers Association
MFMA	Metal Framing Manufacturers Association
MGPHO	Medical Gas Professional Healthcare Organization, Inc.
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
ML/SFA	Metal Lath/Steel Framing Association (See SSMA)

References

MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NAAMM	North American Association of Mirror Manufacturers (See GANA)
NACE	NACE International (National Association of Corrosion Engineers International)
NAIMA	North American Insulation Manufacturers Association (The)
NAMI	National Accreditation and Management Institute, Inc.
NAPM	National Association of Photographic Manufacturers (See PIMA)
NBGQA	National Building Granite Quarries Association, Inc.
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable Television Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	National Oak Flooring Manufacturers Association
NPA	National Particleboard Association (See CPA)
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association

NSA	National Stone Association
NSF	NSF International (National Sanitation Foundation International)
NTMA	National Terrazzo and Mosaic Association, Inc.
NWWDA	National Wood Window and Door Association (See WDMA)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting and Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PIMA	Photographic & Imaging Manufacturers Association (Formerly: NAPM - National Association of Photographic Manufacturers)
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)

Section 014200 – Page 10

References

SPI	The Society of the Plastics Industry
SPIB	Southern Pine Inspection Bureau (The)
SPI/SPFD	The Society of the Plastics Industry Spray Polyurethane Foam Division (See SPFA)
SPRI	SPRI (Single Ply Roofing Institute)
SSINA	Specialty Steel Industry of North America
SSMA	Steel Stud Manufacturers Association (Formerly: ML/SFA - Metal Lath/Steel Framing Association)
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, and Restoration Institute
TCA	Tile Council of America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TPI	Truss Plate Institute
TPI	Turfgrass Producers International
UFAC	Upholstered Furniture Action Council
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USITT	United States Institute for Theatre Technology, Inc.
USP	U.S. Pharmacopeia
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association (Formerly: AWCMA - American Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WIC	Woodwork Institute of California

WMMPA Wood Moulding & Millwork Producers Association

WWPA Western Wood Products Association

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list:

ICC International Code Council
(Formerly: CABO - Council of American Building Officials)

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list:

CE Army Corps of Engineers

CPSC Consumer Product Safety Commission

DOC Department of Commerce

EPA Environmental Protection Agency

FAA Federal Aviation Administration

FCC Federal Communications Commission

FDA Food and Drug Administration

GSA General Services Administration

HUD Department of Housing and Urban Development

LBL Lawrence Berkeley Laboratory (See LBNL)

LBNL Lawrence Berkeley National Laboratory

NCHRP National Cooperative Highway Research Program (See TRB)

Section 014200 – Page 12

References

NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
RUS	Rural Utilities Service (See USDA)
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list:

CALTRANS	State of California, Department of Transportation
CAPUC	(See CPUC)
CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation
CPUC	California Public Utilities Commission
DGS	State of California, Department of General Services
DPR	State of California, Department of Parks and Recreation
TFS	Texas Forest Service Forest Products Laboratory

END OF SECTION 014200

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to State's Representative, testing agencies, and authorities having jurisdiction.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Site Fire-Safety Plan: Contractor to provide prior to start of construction and must be verified by the OSFM Deputy. The plan must adhere to CFC Chapter 33 and Site Fire Safety Plan per CFC 3303.1.1.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

Section 015000 – Page 2
Temporary Facilities and Controls

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- B. Parking: Use designated areas of State's existing parking areas for construction personnel.
- C. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Section 311200 "Site Clearing."
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

3.3 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

END OF SECTION 015000

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

Section 016000 – Page 2

Product Requirements

1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the State or endorsed by manufacturer to State.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for State and issued in the name of the State or endorsed by manufacturer to State.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. State reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," State's Representative will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

Section 016000 – Page 4
Product Requirements

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."

- b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
 - 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
 - C. Visual Matching Specification: Where Specifications require the phrase "match State's sample," provide a product that complies with requirements and matches State's sample. State's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
 - D. Visual Selection Specification: Where Specifications include the phrase "as selected by State's Representative from manufacturer's full range" or a similar phrase, select a product that complies with requirements. State's Representative will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
 - E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
 - 1. Select products for which sustainable design documentation submittals are available from manufacturer.
- ## 2.2 COMPARABLE PRODUCTS
- A. Conditions for Consideration of Comparable Products: State's Representative will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, State's Representative may return requests without action, except to record noncompliance with the following requirements:

Section 016000 – Page 6

Product Requirements

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of State's Representatives and States, if requested.
 5. Samples, if requested.
- B. State's Action on Comparable Products Submittal: If necessary, State's Representative will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 2. Use product specified if State's Representative does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the State's Representative of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to State's Representative, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the State's Representative of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of State's portion of the Work.
 - 6. Coordination of State-installed products.
 - 7. Progress cleaning.
 - 8. Starting and adjusting.
 - 9. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary"
 - 2. Section 017700 "Closeout Procedures"

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

Execution

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to State that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to State's Representative in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb, and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by State's Representative. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of

Execution

other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- H. Repair or remove and replace damaged, defective, or nonconforming Work.
 - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.4 COORDINATION OF STATE'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for State's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by State's construction personnel.
 - 1. Construction Schedule: Inform State of Contractor's preferred construction schedule for State's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify State if changes to schedule are required due to differences in actual construction progress.

3.5 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls." and Section 017419 "Construction Waste Management and Disposal."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies diversion of construction debris from the landfill.
 - 1. Waste Management Goals: a minimum of 75% of the total project waste should be diverted from landfill by, in order of preference 1) weight, 2) volume, whichever is most feasible to measure.
 - 2. Provide a construction waste management plan, a construction waste estimate and a final waste management report to show evidence of recycling, and reuse of recovered materials.
 - 3. Inform the Contracting Officer where Construction Waste Management requirements could detrimentally impact construction schedule.
- B. Waste Management Objective for the Project:
 - 1. The Government has established that this Project shall minimize the generation of construction and demolition waste at the site. Factors that contribute to waste, such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination shall be minimized.
 - 2. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused or recycled. Waste disposal in landfills shall be minimized.
- C. Diversion From Landfill: Waste categories appropriate for diversion from landfill shall include, but not be limited to, the following:
 - 1. Land clearing debris
 - 2. Soil
 - 3. Wood: Clean dimensional wood, palette wood
 - 4. Sheet Wood: Plywood, OSB and particle board
 - 5. Concrete
 - 6. Asphalt Concrete
 - 7. Paper
 - a. Bond
 - b. Newsprint
 - c. Cardboard and paper packaging materials

Section 017419 – Page 2
Construction Waste Management and Disposal

- 8. Metals
 - a. Ferrous
 - b. Non-Ferrous
- 9. Glass
- 10. Plastics
- 11. Beverage Containers

1.2 RELATED REQUIREMENTS

- A. Appendix 017419A: Construction Waste Estimate.
- B. Appendix 017419B: Waste Management Report.
- C. Section 013300: Submittal Procedures.
- D. Section 017700: Closeout Procedures.

1.3 REFERENCES

- A. The California Integrated Waste Management Board (CIWMB); including the California Materials Exchange (CalMAX), Telephone 877-520-9703; www.ciwmb.ca.gov/calmax/. This provides a source of information, statewide, to buy and sell recycled materials.
- B. Local Integrated Waste Management Programs and Re-Use Programs in the Project area.
- C. The Department of Toxic Substances Control (DTSC).

1.4 CONSTRUCTION WASTE SUMMARY REPORTS

Provide delivery receipts for the recovered materials and waste materials sent to the permitted recycling facilities, processing facilities, or landfill with the following information:

- 1. Name of firm accepting the recovered materials or waste materials
- 2. Specify type of facility (e.g. recycler, processor, Class III landfill, MRF)
- 3. Location of the facility
- 4. Type of materials
- 5. Net weights (or volume) of each type of material
- 6. Date of Delivery
- 7. Value of the materials or tipping fee paid

1.5 APPLICATION FOR PROGRESS PAYMENT

The following should be submitted with the Application for Progress Payment:

1. Construction Waste Summary Reports as stated above in section 1.4 CONSTRUCTION WASTE SUMMARY REPORTS.
2. Payment could be withheld until diversion goals are met. The contractor is ultimately responsible for implementation of the Construction Waste Management Plan and achieving the diversion goals.

1.6 DEFINITIONS

- A. Class III Landfill – A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.
- B. Construction and Demolition Waste – Including solid wastes, such as building materials, packaging, rubbish, debris, and rubble resulting from construction, remodeling, repair, and demolition operations.
 1. Rubbish: Including both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.
 2. Debris: Including both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.
- C. Divert – Using material for any purpose other than disposal in a landfill or transformation facility.
- D. Waste Materials – Large and small pieces of listed materials which are excess to contract requirements and generally include materials to be recycled an/or recovered from existing construction and items of trimmings, cuttings, and damaged goods resulting from new installations, which can be effectively used in the Work.
- E. Reuse – Using a material or product that is recovered from construction, renovation, or demolition activities.
- F. Recycling – The process of collecting and preparing recycle materials and reusing them in their original form or manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

Section 017419 – Page 4
Construction Waste Management and Disposal

- G. Recovery – Any process that reclaims materials, substances, energy, or other products contained within or derived from waste on-site.
- H. Sources Separation – Sorting recovered materials into specific material types with no or a minimum amount of contamination on site.
- I. Commingled or Off-site Separation – Collecting all material types into a single bin or mixed collection system and separating the waste materials into recyclable material types in an off-site facility.

1.7 SUBMITTALS

- A. Construction Waste Management Plan, Construction Waste Estimate
Before the start of construction, submit a construction waste management plan and a construction waste estimate for approval, including the following:
 - 1. Indicate how the Contractor proposes to recover at least 75% of the construction wastes and debris for reuse and recycling.
 - 2. The Construction Waste Management Plan should coordinate the recovery effort with the construction schedule.
 - 3. Include a list of reuse facilities, recycling facilities and processing facilities that will be receiving the recovered recyclable materials.
 - 4. Identify materials that are not recyclable or not recovered which will be disposed of in a landfill (or other means acceptable by the State of California and local ordinance and regulations) and explain why the materials are not recovered.
 - 5. List the permitted landfill, or other permitted disposal facilities, that will be accepting the disposed waste materials.
 - 6. Indicate instances or situations where compliance with the requirements of this specification do not apply or do not appear to be possible.
 - 7. Prepare the Construction Waste Estimate identifying each type of waste material to be reused or recycled.

1.8 WASTE MANAGEMENT REPORT

- A. Upon completion of Work including final cleanup, provide a final Waste Management Report containing the information required on Appendix 017419B, Waste Management Report forms.
 - 1. The total quantity of each waste material generated; and the date(s) removed from the job-site.
 - 2. The percent of the total quantity generated of each material sent to landfill, the identity of the landfill (receiving facility) handling costs, transport costs, tipping fees paid at the landfill, and total landfill

costs. Attach copies of manifests, weight tickets, receipts, and invoices.

3. For each material reused or recycled from the Project, include the percent of the total quantity generated, the identity of the receiving facility, the total costs of handling and transportation, and income. Attach manifests, weight tickets, receipts, and/or invoices.
 4. Contractor shall edit and use forms included in Appendix 017419B, Waste Management Report, or use them as a basis for Contractor's forms.
 5. The Government will provide electronic copies of Appendix 017419B for Contractors' use.
- B. Submit Waste Management Report under provisions of Section 017700 – Closeout Procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 WASTE MANAGEMENT

- A. Manager: Contractor shall designate an on-site party (or parties) responsible for instructing workers and subcontractors, and overseeing and documenting results of Waste Management for the Project.
- B. Distribution: Contractor shall distribute copies of the Construction Waste Estimate and Waste Management Report forms to the Job Site Foreman, each Subcontractor, and the Contracting Officer.
- C. Meetings: Contractor shall conduct Waste Management meetings with subcontractors who generate construction waste. Contractor shall present current status of the Waste Management Report at regular job-site meetings.
- D. Material Handling Procedures: Provide means by which waste materials will be protected from contamination, and means to be employed in reuse or recycling of waste material consistent with requirements for acceptance by receiving facilities.
 1. Separation Facilities: Contractor shall lay out and label a specific area to facilitate separation of materials for reuse and recycling. Recycling and waste bin areas shall be kept neat and clean and clearly marked in order to avoid contamination of materials.

Section 017419 – Page 6

Construction Waste Management and Disposal

2. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations, and in accordance with specifications for such work as may be included in the Project.
3. Instruction: Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at appropriate stages of the Project.

END OF SECTION 017419

CONSTRUCTION WASTE ESTIMATE**DATE:** _____

Waste Material (Edit to Suit)	Unit	Estimated Quantity Generated	Percent to Landfill	Percent Reused	Percent Recycled
Land Clearing Debris	CY				
Soil	CY				
Wood	CY				
Sheet Wood	CY				
Concrete	CY				
Bricks	CY				
Concrete Masonry Units	CY				
Asphalt Concrete	CY				
Paper	CY				
Cement Fiber Products	CY				
Metal (ferrous)	TON				
Metals (non-ferrous)	LBS				
Paint	GAL				
Rigid Foam	CF				
Glass	CF				
Plastics	CF				
Carpet and Pad	SY				
Beverage Containers	LBS				
Insulation	CF				
Gypsum Board	CF				
Porcelain Plumbing Fixtures	EA				
Fluorescent Light Tubes	EA				

**WASTE MANAGEMENT REPORT
COST / INCOME**

Waste Material (Edit to Suit)	Unit	Receiving Facility	Landfill Cost			Reused		Recycled	
			Handling	Transport	Fee	Cost	Income	Cost	Income
Land Clearing Debris	CY								
Soil	CY								
Wood	CY								
Sheet Wood	CY								
Concrete	CY								
Bricks	CY								
Concrete Masonry Units	CY								
Asphalt Concrete	CY								
Paper	CY								
Cement Fiber Products	CY								
Metal (ferrous)	TON								
Metals (non-ferrous)	LBS								
Paint	GAL								
Rigid Foam	CF								
Glass	CF								
Plastics	CF								
Carpet and Pad	SY								
Beverage Containers	LBS								
Insulation	CF								
Gypsum Board	CF								
Porcelain Plumbing Fixtures	EA								
Fluorescent Light Tubes	EA								
TOTALS:									

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of the State's personnel.
 - 6. Final cleaning.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Make final changeover of permanent locks and deliver keys to the State. Advise the State's personnel of changeover in security provisions.
 - 3. Complete startup testing of systems. Submit test reports.
 - 4. Submit test/adjust/balance records.
 - 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 6. Advise the State of changeover in heat and other utilities.
 - 7. Submit changeover information related to the State's occupancy, use, operation, and maintenance.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the State will either proceed with inspection or notify Contractor of unfulfilled requirements. The State will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by the State, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

Section 017700 – Page 2

Closeout Procedures

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section 01290 "Payment Procedures."
 2. Submit one copy of the State's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the State. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 5. Deliver tools, spare parts, extra materials, and similar items to location designated by the State. Label with manufacturer's name and model number where applicable.
 6. Submit pest-control final inspection report and warranty.
 7. Instruct the State's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 8. Complete final cleaning requirements, including touchup painting.
 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, the State will either proceed with inspection or notify Contractor of unfulfilled requirements. The State will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit one copy of punch list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 PROJECT RECORD DOCUMENTS (AS-BUILTS)

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for the State's reference during normal working hours.
- B. Provide Project Record Documents in accordance with the General Conditions.

1.6 OPERATION AND MAINTENANCE MANUALS

- A. Assemble two (2) complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
 - 2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of the State for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

Section 017700 – Page 4

Closeout Procedures

- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct the State's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with the State, with at least seven days' advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline.
 - 1. Include instruction for system design and operational philosophy, review of documentation, operations, adjustments, troubleshooting, maintenance, and repair.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom-clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - l. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Replace parts subject to unusual operating conditions.
 - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed

Section 017700 – Page 6

Closeout Procedures

by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

q. Leave Project clean and ready for occupancy.

- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the State's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 062000
LARGE WOOD STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This scope of work includes purchase, delivery, site preparation, and installation of Large Wood Structures including all materials, preparation, rock placement, and anchoring required to install the features at the elevations and locations shown on the Drawings and as directed by the State's Representative. Plan view diagrams and cross sections shown on the Drawings illustrate the wood placement intent, but adjustments may be made in the field as directed by the State's Representative. These structures shall be constructed using the dimensions, elevations, and tolerances indicated on the Drawings.
- B. General anchoring techniques used for this project will follow procedures listed in the CDFW Restoration Manual with log to log and log to tree connections shown in the Drawings. Anchoring techniques will provide clean and durable connections based on stability requirements.
- C. For some features as shown in the Drawings, various mixtures of rocks and backfill may be placed to the dimensions and at the locations shown on the Drawings or as directed by the State's Representative. Rocks shall be placed by equipment suitable for handling material of the sizes required, and no dumping will be allowed. Caltrans Type A placement shall be used for all placement, or otherwise directed by the State's Representative. In general, ballast rock (boulders) should be placed in such a way to maximize stability with the largest flat side on the bottom where possible. Plan view diagrams and cross sections shown on the Drawings illustrate the rock placement intent, but adjustments may be made in the field as directed by the project manager or Project Engineer.

1.2 SUBMITTALS

- A. Product data for Logs, anchoring and boulder materials.

1.3 LARGE WOOD STRUCTURE MATERIALS

- A. LOGS AND ROOTWADS
 - 1. Logs shall be approved by the Project Engineer prior to purchase and import to the Project site.

Section 062000 – Page 2
Large Wood Structures

2. Rootwads shall include the root mass/root ball of a tree and a portion of the trunk. Care should be taken to preserve as much of the root material as possible in transport, as it provides critical habitat and debris retention capability.
3. Contractor should refer to the Design Drawings for length of trunk required at specific locations. Logs and rootwads should generally have a minimum basal diameter of 18 inches unless otherwise approved by Stillwater Sciences.
4. Logs and rootwads should generally be Douglas fir or coastal redwood in good condition with no rot, visible cracks, large knots, mold, or decayed wood. Other species may be used if approved.

B. SOURCE OF LARGE WOOD

1. Large wood materials can be sourced at the discretion of the Contractor. Logs shall be free of contaminants and should meet the conditions required in section 8.2.1.

C. ANCHORING MATERIALS

1. HARDWARE:

- a. All nuts shall conform to ASTM A563, and all reinforcing steel shall conform to ASTM A615.
- b. 7/8" diameter threaded reinforcing steel shall be Williams Form #7 Grade 75 All-Thread Rebar or equivalent.
- c. 1" threaded reinforcing steel shall be Williams Form #8 Grade 75 All-Thread Rebar or Equivalent.
- d. 7/8" diameter nuts shall be Williams Form #7 Grade 75 R63 Hex Nut 1.25" length or equivalent.
- e. 1" diameter nuts shall be Williams Form #8 Grade 75 R63 Hex Nut 1.375" length or equivalent.
- f. Chains shall be 1" Grade 43 or equivalent.
- g. Square washers shall be 3" X 3" X 3/8" thick Grade 50 Steel plate washers with 1 3/16" drilled hole.
- h. Epoxy shall be Hilti HIT-RE 500 Epoxy System or approved equivalent.

2. JUTE ROPE:

- a. Jute rope shall be 3/4" strand manila rope rated at bearing loads (MIN) of 5000lbs or approved alternative.
3. The State's Representative shall approve any proposed alternatives to anchoring materials prior to incorporation into the design.

D. BOULDER MATERIALS

1. All of the rocks imported to the site shall be fresh, un-weathered, hard, resistant to water action, and of a suitable quality to ensure permanence in the climate in which they are to be used. They shall be reasonably well graded and shall range in size as shown on the Design Plans. No broken concrete or asphalt shall be allowed. If possible, neither the width nor the

thickness of any rock shall be less than one-third of its length. The general rock specifications for all types and mixes shall be:

Section 062000 – Page 4
Large Wood Structures

Density (apparent specific gravity)	2.5 min per Caltrans
Rock gradation types	Caltrans Standard Class IIX (2 ton), and X(3 ton) (see table below for definition of each class)
Durability index	52 min. per Caltrans, California Test 229
Soil material	Backfill rocks with suitable native excavated materials
Color	Rocks shall be of color which blends into the natural conditions of the area as feasible and must be approved by the Engineer or Geologist

- Prior to commencement of the contract, the Contractor shall locate potential sources of rock, and the chosen quarry should be contacted a minimum of one month prior to the beginning of the project to ensure that sufficient rock is available.
- Local sources of rock are preferred. Samples or documentation of rock color and durability shall be submitted to the Engineer or Geologist to determine whether the rock meets the requirements as set forth in these Construction Specifications. If rock is to be used for rock slope protection (RSP), the Contractor shall be responsible for obtaining from the rock supplier a certification that the rock meets Caltrans Durability Specifications for rock riprap.
- Rock class gradation table:

Rock Gradation								
Nominal RSP class by median particle diameter ^b		Nominal median particle weight W ₅₀ ^{c,d}	d ₁₅ ^c (inches)		d ₅₀ ^c (inches)		d ₁₀₀ ^c (inches)	Placement
Class ^a	Diameter (inches)		Min	Max	Min	Max	Max	Method
I	6	20 lb	3.7	5.2	5.7	6.9	12.0	B
II	9	60 lb	5.5	7.8	8.5	10.5	18.0	B
III	12	150 lb	7.3	10.5	11.5	14.0	24.0	B
IV	15	300 lb	9.2	13.0	14.5	17.5	30.0	B
V	18	1/4 ton	11.0	15.5	17.0	20.5	36.0	B
VI	21	3/8 ton	13.0	18.5	20.0	24.0	42.0	A or B
VII	24	1/2 ton	14.5	21.0	23.0	27.5	48.0	A or B
VIII	30	1 ton	18.5	26.0	28.5	34.5	48.0	A or B
IX	36	2 ton	22.0	31.5	34.0	41.5	52.8	A
X	42	3 ton	25.5	36.5	40.0	48.5	60.5	A
XI	46	4 ton	28.0	39.4	43.7	53.1	66.6	A

^aFor RSP Classes I–VIII, use Class 8 RSP fabric. For RSP Classes IX–XI, use Class 10 RSP fabric.

^bIntermediate or B dimension (i.e., width) where A dimension is length and C dimension is thickness.

^cd%, where % denotes the percentage of the total weight of the graded material.

^dValues shown are based on the minimum and maximum particle diameters shown and an average specific gravity of 2.65. Weight will vary based on specific gravity of rock available for the project.

1.4 INSTALLATION

- A. Below is a general procedure for installation of Large Wood Structures although this can be modified based on site conditions or as directed by Stillwater Sciences.
- B. Logs shall be in good condition with no rot and must be Douglas fir, coastal redwood, or other species to be approved by the Engineer or Geologist.
- C. Logs shall be of sufficient quality to provide structural integrity to the Large Wood Structures. No visible cracks, large knots, moldy, or decayed wood shall be accepted.
- D. Log lengths and diameters shall be determined from the Design Documents.
- E. After rough grading to the finish grades and lines shown on the Design Plans excavate trench into bank for placement of the Large Wood Structure where specified. The trench should be of sufficient width and depth to accommodate a log and anchor boulders as shown on the Design Plans.
- F. Place logs in orientation and layering shown on the Drawings.
- G. Where wood to wood connections are made, logs shall be pinned together with threaded rebar and 3 inch by 3inch square washers as shown on the Design Plans.
- H. Where logs are to be anchored to a boulder, position boulder and log anchoring points as close together as possible and use methodologies shown on the Drawings and as described in the epoxy manufacturers specifications.
 - 1. Excavate ~1 to 3 feet into existing grade where Drawings show boulder placement to provide a solid foundation for the boulders.
 - 2. Place boulder such that the large flat edge is against the dirt to provide maximum stability.
 - 3. Use excavator bucket to push boulder into the underlying soil.
 - 4. After placing Boulder, smooth surrounding grade to ensure a smooth transition between the feature and adjoining channel and banks.
 - 5. Consult Project Engineer during boulder installation to insure proper placement.
 - 6.
- I. Anchoring redundancy should be conducted as directed by Stillwater Sciences.
- J. Place willow cuttings in and around Large Wood Structures.
- K. Place specified size and number of rocks around Large Wood Structures as shown on Design Plans for anchorage so that Wood Structures will not be dislodged by high flow.

Section 062000 – Page 6

Large Wood Structures

- L. Backfill and compact trenches with native substrate and/or rock armor, as applicable.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 062000

SECTION 311200
CLEARING & GRUBBING

PART 1 - GENERAL

1.1 SUMMARY

- A. To minimize impacts to existing native vegetation, Clearing and grubbing shall be limited to the maximum extent practicable to areas affected by the planned construction, and for temporary access as shown on the Drawings. No other access shall be allowed unless otherwise approved by the Project Engineer, with written approval also obtained from the Landowner.
- B. Clearing and grubbing shall include, but not be limited to the following:
 - 1. Removal of concrete, wooden debris, abandoned ACC pipe or other type of piping as encountered during the excavation.
 - 2. The Contractor may remove portions of abandoned utilities that are in conflict with project construction. Prior to such removal, Contractor shall verify with the applicable utility entity that the subject facility is abandoned.
 - 3. Remove any debris that are in conflict with the proposed work and all other items conflicting with the work as shown on the Drawings as necessary to accommodate construction operations, or as directed by the Project Engineer.
 - 4. Clean woody material generated during clearing and grubbing may be used for erosion control as directed by the Project Engineer.
 - 5. All removed materials, unless otherwise indicated herein or on the Drawings and specified herein, shall become the property of the Contractor and disposed offsite at a legal dumpsite.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 311200

SECTION 311235
STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor shall be responsible for all storm water control throughout the construction period including preparation of the Permit Registration Documents (PRDs) and implementation of the Stormwater Pollution Prevention Plan (SWPPP). The storm water controls shall adhere to the determined risk level requirements of State of California's General Permit for Discharges of Storm Water Associated with Construction Activity, Order 2009-0009-DWQ (General Permit) and the 2010 California Green Building Standards Code, Section 5.106 – Site Development.
- B. State assumes for bidding purpose the site is a Risk Level 2. Contractor shall prepare bid in accordance with the requirement of Attachment D, of the General Permit.
- C. Measures used for sediment and erosion control shall be manufactured of material that is not harmful to wildlife and shall be considered "wildlife friendly." Such measures shall apply, but not limited to, erosion control blankets, erosion control netting, fiber rolls, etc.
- D. Products used to control erosion and sediment, i.e. blankets, netting and fiber rolls, shall be manufactured of natural, biodegradable materials such as coir, jute or straw. Products manufactured of synthetic materials used to control sediment and erosion shall not be allowed.
- E. All products being considered for use to control sediment and erosion shall be submitted for approval.
- F. Determine the actual risk level as part of the preparation effort of the PRDs. Provide 'Risk Determination Worksheet' used to establish risk level to State Representative prior to completion of PRDs. State to validate risk level determination. All PRDs and SWPPP document preparation, revisions, and implementation shall adhere to the determined risk level requirements of the General Permit.
- G. Prepare a Site Map(s) and SWPPP specific to the site shall adhere to the actual determined risk level. Submit all storm water control PRDs to the State Representative for review and approval according to the requirements of this Section and Section 013300 Submittal Procedures. Once approved, the

Section 311235 – Page 2
Storm Water Pollution Prevention Plan

Contractor shall upload the PRDs to the SMARTS system and provide payment for the NOI. Contractor shall allow 7 days after upload of the PRDs and provision of the fee payment to process the NOI and acquire the WDID number. On-Site mobilization shall not occur until the State's Representative has approved the SWPPP in writing and NOI has been issued by the State Water Resource Control Board.

H. Discharges shall comply with the narrative effluent standards listed below:

1. Storm water discharges and authorized non-storm water discharge regulated by the General Permit shall not contain a hazardous substance equal to or in excess of reportable quantities established in 40 C.F.R. §§117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.
2. Minimize or prevent pollutants in storm water discharges and authorized non-storm water discharges using controls, structures, and management practices that achieve Best Available Technology Economically Achievable (BAT) for toxic and non-conventional pollutants and Best Conventional Pollutant Control Technology (BCT) for conventional pollutants.

I. Persons responsible for implementing requirements of the General Permit shall be appropriately trained in accordance with Section VII – Training Qualifications and Certification Requirements of the General Permit.

1. A Qualified SWPPP Developer (QSD) shall prepare, modify, and update PRDs, Site Map(s) and SWPPP as necessary or as site conditions change.
2. A Qualified SWPPP Practitioner (QSP) shall implement the BMPs specified within the SWPPP, and provide construction site monitoring and reporting.

J. Implement 'Good Housekeeping Measures' including implementation of SWPPP BMP's, maintenance, repair activities, and operation of temporary facilities to control erosion and sediment release; protect work and existing facilities. Do not deviate from the SWPPP unless the State's Representative has approved a revised plan in writing. Protect the water quality discharge at all times throughout the life of the project.

K. Maintain a copy of NOI (WDID#), approved SWPPP, and all required reports/documents on the project site during normal working hours and follow the elements of the plan for all work on the project.

1.2 DEFINITIONS AND ABBREVIATIONS

Active and Inactive	(1) Active areas have soil disturbing work activities
---------------------	---

Section 311235 – Page 3
Storm Water Pollution Prevention Plan

Areas	occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.
BAT	Best Available Technology Economically Achievable
BCT	Best Conventional Pollutant Control Technology
BMPs	Best Management Practices are water pollution control practices
Construction Phase	Construction phases are (1) Construction including work activities for building trails and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.
General Permit	State of California's General Permit for Discharges of Storm Water Associated with Construction Activity (2009-0009-DWQ)
DPR	State of California, Department of Parks and Recreation
NTP	Notice to Proceed
NPDES	National Pollutant Discharge Elimination System
NOI	Notice of Intent
Normal Working Hours	The hours normally worked on this project
QSD	Qualified SWPPP Developer
PRDs	Permit Registration Documents
QSP	Qualified SWPPP Practitioner
Qualified Rain Event	A qualified rain event is a storm that produces at least 0.5 inch of precipitation with a 48 hour or greater period between storms CDFW requirement: Heavy equipment activities shall be restricted to periods of low rainfall (less than 0.5 inch per 24-hr period) and periods of dry weather (with less than 50% chance of rain). If rain exceeds 0.5-in during a 24-hr period, work shall cease until no further rain is forecast. Project activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hr weather forecast indicates less than 50% chance of 0.5-in of rain or less during a 24-hr period.
RWQCB	Regional Water Quality Control Board
SWRCB	State Water Resources Control Board

Section 311235 – Page 4
Storm Water Pollution Prevention Plan

SMARTS	State Water Board's Storm Water Multi-Application & Reporting System
SWPPP	Storm Water Pollution Prevention Plan
WPC	Water Pollution Control

1.3 SUBMITTALS

- A. Submit a site specific SWPPP for construction and ground disturbance activities for each phase of the work. The SWPPP shall be prepared by a QSD and submitted to the State for review and approval.
- B. This project is more than one acre of disturbed area. A Notice of Intent is required. Online filing of the PRDs per the determined risk level with the State Water Board's SMARTS is required.

C. Site Map(s)

Prior to any ground disturbing activities, provide to State Representative for review, comment, and approval a site map delineating the following:

- 1. Project's surrounding area (vicinity)
- 2. Site Layout
- 3. Construction site boundaries
- 4. Areas of soil disturbance (temporary or permanent)
- 5. Active areas of soil disturbance
- 6. Locations of all runoff BMPs
- 7. Locations of all erosion control BMPs
- 8. Locations of all sediment control BMPs
- 9. Locations of sensitive habitats, watercourses, or other features which are not to be disturbed
- 10. Locations of all post-construction BMPs
- 11. Locations of storage areas for waste, vehicles, service, loading/unloading of materials, access (ingress/egress) points to construction site, fueling, and water storage, water transfer for dust control and compaction practices

D. Inspections and Reports

- 1. Inspecting and reporting shall adhere to General Permit / Attachment requirements per the determined risk level. Maintain reports and inspection checklist on site with the SWPPP document. A copy shall be provided to State Representative at monthly construction progress meeting.

E. Storm Water Control Annual Report

1. Submit the Storm Water Control Annual Report after issuance of Notice of Substantial Completion or as per the determined risk level requirements. Provide two (2) copies to State Representative at construction progress meeting or with Final Pay Application. Allow 10 calendar days for State's Representative to review. If revisions are required, the State's Representative shall provide comments and specify date for resubmittal.
2. Reports shall adhere to the requirements of the General Permit Section XVI – Annual Reporting Requirements, B through E.
3. When the State's Representative accepts the Storm Water Annual Report, insert the QSD's, QSP's and the State's Representative signed Certification.

PART 2 - STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

2.1 GENERAL

- A. The Contractor shall implement, maintain, repair, and operate temporary storm water control facilities protecting the water quality discharge at all times throughout the life of the project.
- B. Work shall include implementing the BMPs and CSMP, amending the SWPPP if needed during construction, and inspecting, repairing, and reporting. A Qualified SWPPP Practitioner (QSP) shall be assigned to implement SWPPP and a Qualified SWPPP Developer (QSD) to modify and/or update SWPPP as necessary.
- C. Whenever a deficiency in the implementation of the SWPPP is identified:
 1. Correct the deficiency immediately, unless the State Representative agrees to a later date for making the correction
 2. Correct the deficiency before precipitation occurs
- D. Failure to correct the deficiency by the agreed date or before the onset of precipitation, DPR may correct the deficiency and deduct the cost of correcting the deficiency from payment.
- E. Implement, maintain, repair, and operate temporary storm water control facilities during any temporary suspension of work activities.
- F. Provide, maintain, and operate temporary facilities until Notice of Substantial Completion is issued by the State, filing of NOT with State Water Resources Control Board via the SMARTS system per the determined risk level requirements is completed, and all construction punch list items are completed.

PART 3 - IMPLEMENTATION REQUIREMENTS

Section 311235 – Page 6
Storm Water Pollution Prevention Plan

- A. Contractor shall implement the SWPPP per the determined risk level requirements.
1. SWPPP implementation shall meet all requirements in the General Permit, risk level requirements.
 2. Obtain, install, and maintain a rain gauge at the job site.
 3. Monitor the National Weather Service Forecast Office on a daily basis.
For forecasts, search the following website:
<http://www.srh.noaa.gov/forecast>
 4. Implement 'Good Housekeeping Measures' for construction materials that could potentially be a threat to water quality if discharged.
 5. Implement measures to control all non-storm water discharge during construction.
 6. Establish and maintain effective perimeter controls and stabilize all construction entrances and exits.
 7. Effectively manage all run-on, all run-off within the site, and all run-off that discharges from the site.
 8. Inspect, maintain, and repair all temporary storm water control facilities.

END OF SECTION 311235

SECTION 312200

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavation, site preparation and grading, fill placement, compaction, rough grading, and finish grading to the lines and grades shown on the Drawings and as directed by the Project Engineer.
2. Earthwork shall consist of performing all operations necessary to excavate and fill all materials, regardless of character and subsurface conditions per Drawings. Earthwork shall also include all moving and compacting of earthen materials, and the creation and removal of any necessary access ramps within the roadway, as shown on the Drawings.
3. Earthwork includes floodplain excavation, as well as trenching and backfill for large wood structures. Cross sections are shown on the Drawings to illustrate the intent but grading may also be adjusted in the field as directed by the Project Owner or Project Engineer.
4. Material excavated from the top 1 foot layer of excavation areas shall be stockpiled and used for topsoil placement as the final layer below design grade.

1.2 FILL MATERIALS

A. Contractor shall coordinate delivery and store and maintain fill materials.

B. Fill Materials:

1. Topsoil: Material excavated onsite down to 1 foot below existing grade.
2. Miscellaneous Fill: all material excavated on-site other than topsoil.

C. Confirm that materials are as described on Drawings and this Specification.

1. Unless determined to be unsuitable by the State's Representative, or not meeting specified requirements on Drawings, soils and earth materials obtained from required excavations or soils and earth materials from approved borrow sites may be used for fill.
2. Fill materials shall be naturally occurring, well-graded soil or soil-rock combinations, free of wood, trash, construction debris, and organic, contaminated, or deleterious material.
3. Where the quantity of acceptable material from the required excavations is not sufficient or the excavated material is determined to be unsuitable for fill, the fill areas shall be prioritized as shown in the Drawings.

Earthwork

4. Imported fill and materials shall be uncontaminated. Imported fill and materials shall be tested, certified, and approved by Owner's Representative before transportation to, and use on site.

1.3 ROUGH GRADING AND OFFHAUL

- A. Contractor shall be aware if there is bedrock within the riverbed of the project reach and prepare for hard digging accordingly. Where the installation of any features conflicts with existing bedrock, Contractor shall cut into and notch the existing bedrock per the approval of the Project Engineer such that placement of any large boulders is supported against the flow of the creek, and do not roll off downstream.
- B. The contractor shall excavate the top 1 foot of material within the graded footprint and stockpile the topsoil for finish grading.
- C. Earth generated from excavation that is not contaminated can be utilized as fill/backfill per the approval of the Project Engineer and as shown on the Drawings. Additional stockpiled on site or transportation to another location will be at the Contractor's expense.
- D. It shall be the responsibility of the Contractor to off haul all excess excavated earth as well as unsuitable and/or oversized native material which cannot be used for backfill/fill purposes. All excess excavated earth as well as unsuitable and/or oversized native material which cannot be used for backfill/fill purposes shall become the property of the Contractor and be disposed of offsite at a legal dumpsite. No extra or separate payment will be made for stockpiling or re-handling of any material.

1.4 FINISH GRADING

- A. The Contractor shall over excavate and backfill graded areas with an 8" layer of topsoil using stockpiled topsoil on site.
- B. Contractor shall fine grade all channel slopes to eliminate rough or low areas and maintain channel slope and all levels, profiles, and contours of subgrade. Grades at planting areas (to be planted by others) shall conform to the Drawings. Depressed or mounded surfaces shall not be accepted. Finished grades are to be within 0.2 feet of the elevation shown on the Drawings. Finish each area to present a neat and uniform appearance satisfactory to the Project Engineer.
- C. Grades not otherwise indicated shall be uniform levels (1 percent minimum) or slopes between points where elevations are given. Finished grades shall be smooth, even, and on a uniform plane with no abrupt change of surface.

- D. All finish grades shall provide for positive runoff to the creek channel without low spots or pockets of water ponding more than 2 inches in depth. The Project Engineer shall inspect final grades prior to authorizing planting by others.
- E. Whenever reference to finish grade is made, it shall be considered to be the finished surface of graded channel bank and/or any other project feature as shown on the Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 312200

SECTION 321000

ASPHALT PAVEMENT BASE AND SURFACE TREATMENTS

PART 1 - GENERAL

1.1 THE REQUIREMENT

A. The Contractor shall provide all materials, equipment, and labor necessary to furnish and construct the roadway structural section, base repair, asphalt overlay, and all appurtenant work, complete in place, as shown on the Drawings and as specified herein.

B. Work Covered in this Section:

1. Preparation of Subgrade.
2. Aggregate Subbase.
3. Aggregate Base.
4. Tack Coat.
5. Asphalt Concrete Base Repair.
6. Pavement Crack Sealant.
7. Remove and Replace Traffic Markings.
8. Pavement Grinding.
9. Pavement Pulverization and Reshaping & Compaction of Base Material.
10. Sawcutting.
11. Pavement Reinforcing Fabric.
12. Pavement Reinforcing Mesh
13. Asphalt Concrete Overlay, Utility Cut Pavement Replacement, and Pavement Structural Section.
14. Adjust Iron Castings to Grade.
15. Pavement Flood Testing.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 311723 Pavement Markings.

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. State of California (Caltrans) Standards

1. Standard Specifications:

- | | |
|------------|------------------------------|
| Section 15 | Existing Highway Facilities. |
| Section 19 | Earthwork. |
| Section 25 | Aggregate Subbases. |

Section 321000 – Page 2

Asphalt Pavement Base and Surface Treatments

Section 26	Aggregate Bases.
Section 37	Bituminous Seals.
Section 39	Asphalt Concrete.
Section 42	Groove and Grind Pavement.
Section 84	Traffic Stripes and Pavement Markings.
Section 85	Pavement Markers.
Section 88	Engineering Fabrics.
Section 92	Asphalts.
Section 93	Liquid Asphalts.
Section 94	Asphaltic Emulsions.

B. Commercial Standards:

ASTM D 36	Test Method for Softening Point of Bitumen (Ring-and Ball Apparatus)
ASTM D 276	Test Method for Melting Point of High Strength Open Fiber Glass Mesh.
ASTM D 1557	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate. Mixtures using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop.
ASTM D 3407	Methods of Testing Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements.
G.R.I GGI-87	Methods of Testing High Strength Open Fiber Glass Mesh for Tensile Strength and Maximum Elongation at Break.
D 5261-92	Method for Determining Minimum Mass/Unit Area of Open Fiber Glass Mesh.

1.4 CONTRACTOR SUBMITTALS

A. Certificates of Compliance: Certificates of Compliance shall be provided for all products and materials proposed to be used under this Section.

B. Delivery Tickets: For Ca State Parks public works projects, the Contractor shall provide delivery tickets to the State's Representative at the time of delivery of each load of product, including aggregate subbase, aggregate base, asphalt concrete, liquid asphalt, sealant, and paving reinforcement fabric. Each delivery ticket shall include or be accompanied by appropriate batch information produced by the batching plant or factory of origin and information stating the mix or model number, total yield in kilograms, liters, or square meters, and time, date, and location of delivery.

1.5 QUALITY ASSURANCE

A. The Contractor will employ a testing laboratory to perform all quality assurance testing and inspection testing as may be required by this Section.

- B. At the discretion of the State's Representative the Contractor shall flood test all asphalt pavement for proper drainage by flooding with water (recycled water when available) in ample quantity to demonstrate the correct shaping of the pavement.

PART 2 - PRODUCTS

2.1 AGGREGATE SUBBASE

- A. Aggregate subbase material shall be the class specified on the Drawings and shall be in conformance with Section 25, "Aggregate Subbases," of the Caltrans Standard Specifications.

2.2 AGGREGATE BASE

- A. Aggregate base material shall be Class 2 aggregate base in conformance with Section 26, "Aggregate Bases," of the Caltrans Standard Specifications. All aggregate base used on the work shall conform to the 19 millimeter maximum size gradations.

2.3 TACK COAT OR PAINT BINDER

- A. A tack coat or paint binder shall be SS-1 asphalt emulsion in conformance with Section 39, "Asphalt Concrete," of Caltrans Standard Specifications.
- B. A tack coat or paint binder to be used with pavement fabric or mesh shall be asphalt grade PG 64-16 in conformance with Section 92, "Asphalts," of the Caltrans Standard Specifications.

2.4 ASPHALT CONCRETE BASE REPAIR

- A. Asphalt concrete for base repair shall be Type A for all CA State Parks streets.
- B. The asphalt binder shall be paving asphalt Grade PG 64-10 in conformance with Section 92, "Asphalts," of the Caltrans Standard Specifications.
- C. The aggregate shall be 3/4-inch maximum size, medium grading, in conformance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications.

2.5 PAVEMENT CRACK SEALANT

- A. The pavement crack sealant shall be a modified asphalt composition conforming

Asphalt Pavement Base and Surface Treatments

to the following requirements:

<u>Test</u>	<u>Test Method</u>	<u>Requirements</u>
Softening Point	ASTM D 36	180-degree F.
Core Penetration	ASTM D 3407	30-mm minimum at 77-degrees F.
Resilience at 77-degrees F.	ASTM D 3407	30 percent minimum
Flow	ASTM D 3407	3-mm maximum

- B. If asphalt ground rubber is used, the gradation of the asphalt ground rubber shall be such that 100 percent will pass a No. 8 sieve.
- C. The material shall be capable of being melted and applied to cracks and joints at temperatures below 400-degrees F. When heated, it shall readily penetrate cracks 1/4-inch wide or wider.

2.6 PAVEMENT REINFORCING FABRIC / CRACK-RETARDING MASTIC MEMBRANE AND PAVEMENT REINFORCING MESH

- A. Pavement reinforcing fabric shall be a non-woven material designed as a pavement reinforcing fabric in conformance with Section 88, "Engineering Fabrics," of the Caltrans Standard Specifications.
- B. Crack-retarding mastic membrane is intended as a stress relieving interlayer to control development of reflective cracking from occurring in the overlay of isolated areas of moderate to severe surface cracking. It may include an adhesive backing and release liner. Crack-retarding mastic membrane shall be as manufactured by Pavetech International. - Paveprep, Paveprep SA, and AMOCO Fabrics and Fibers Company - Petrotac or approved equal.
- C. Pavement reinforcing mesh shall be a high strength glass fiber grid designed for reinforcing wider overlay areas with tensile resistance against pavement fatigue created by higher traffic loading and to prevent reflective cracking by relieving stresses as either an underlayment or an interlayer. It usually requires a self-tacking adhesive for installation or may be specified as a composite with a waterproofing membrane or nonwoven fabric layer.

The pavement reinforcing mesh shall be a knitted, glass fiber strand grid with the following minimum characteristics, or an equal material, as determined and approved by the State's Representative.

Section 321000 – Page 5
Asphalt Pavement Base and Surface Treatments

<u>Test</u>	<u>Test Method</u>	<u>Requirements</u>
Tensile Strength	G.R.I. GG 1-87	560 lbs/in. (100 kN/m) Component strand
Elongation at Break	G.R.I. GG 1-87	5 Percent Maximum
Melting Point	ASTM D 276	425 deg.-F (218 deg.-Celsius)
Mass/Unit Area	D 5261-92	11 oz./sq. yd. (370 g/m ²)

All values represent certifiable average minimum roll values in the weakest principal direction of the grid. The manufacturer shall supply test data to the State's Representative for review prior to the start of mesh placement. Data shall be signed by the responsible quality assurance principal at the manufacturing facility and be representative of all of the product used on the project.

**2.7 ASPHALT CONCRETE OVERLAY, UTILITY CUT PAVEMENT REPLACEMENT,
AND PAVEMENT STRUCTURAL SECTION**

- A. Asphalt concrete shall be Type A on all CA State Parks streets.
- B. Asphalt concrete shall be placed at the thickness indicated on the Drawings.
- C. The asphalt binder shall be paving asphalt grade PG 64-10 in conformance with Section 92, "Asphalts," of the Caltrans Standard Specifications.
- D. The aggregate shall be 1/2-inch maximum size, medium grading for overlays and top lift(s) of pavement structural sections in conformance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications. The minimum overlay thickness for the top lift shall be 1.5 inches (38 mm). The aggregate shall be 3/4-inch maximum size, medium grading, for the bottom lift(s) of pavement structural sections in conformance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications. For pavement structural sections less than 4 inches (102 mm), the aggregate shall be 1/2-inch maximum size, medium grading in accordance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications.

E. Recycled

2.8 FINE ASPHALT CONCRETE PAVING

- A. Fine asphalt concrete for patch paving shall be Type B, 3/8-inch maximum size. The asphalt binder shall be paving asphalt grade PG 64-10 in conformance with Section 92, "Asphalts," of the Caltrans Standard Specifications.

Asphalt Pavement Base and Surface Treatments

2.9 PORTLAND CEMENT CONCRETE

- A. Portland Cement Concrete used to adjust utility structure frames and monument frames to grade shall be Class B in conformance with Section 033050, "Utility Cast-in-Place Concrete."

2.10 IRON CASTINGS AND COVERS

- A. The Contractor shall provide new iron castings in accordance with Section 055000 "Miscellaneous Metal Work" and the CA State Parks Standard Details when required by the State's Representative.

PART 3 - EXECUTION

3.1 GENERAL

All work adjacent to existing pavement structural section shall butt up to the full existing structural section. Where the full pavement structural section is not encountered, continue removal of additional pavement structural section until a full pavement structural section is found.

3.2 PUBLIC NOTIFICATION

All homeowners, businesses and public facilities affected by the WORK shall be provided with prior notification of the WORK and necessary parking restrictions, in conformance with Division 1, General Requirements. All notifications shall be provided twice in conformance with the following:

1. A written notification shall be mailed to each affected business/residence a minimum of two weeks prior to commencing the work.
2. Door hangers shall be provided 72 hours prior to commencing work.

The format of the required notifications shall be approved by the State's Representative. The Contractor shall coordinate the notification process and follow up each notification with submittal to the State's Representative of a signed affidavit confirming time and date of each notification.

3.3 ORDER OF WORK

- A. Selective tree and vegetation trimming and/or root pruning operations necessary for work requiring equipment accessibility or installation of improvements shall be completed prior to commencement of that work.
- B. All underground utilities shall be installed, inspected and approved, and all backfill and compaction operations shall be completed prior to commencement of pavement structural section construction.
- C. Cutting or patching of finished pavement will not be allowed.

3.4 PREPARATION OF SUBGRADE

- A. The subgrade shall be prepared in conformance with Section 19, "Earthwork," of the Caltrans Standard Specifications, unless modified by this Section.
- B. Subgrade preparation shall extend a minimum of 2 feet beyond all concrete improvements and asphalt paved areas. Unless otherwise recommended in the soils report, the subgrade shall be scarified to a minimum depth of 6 inches below the grading plane, mixed thoroughly and wetted in conformance with ASTM D 1557, or dried as directed by the State's Representative. The pavement section, the entire area under the curb and gutter, bus turnout area, and the area 2 feet beyond any edge of pavement without abutting concrete improvements shall be thoroughly compacted to not less than 95 percent relative compaction in conformance with ASTM D 1557. Compaction of subgrade under sidewalk, access ramps, driveways, median surfacing and the area 2 feet beyond any concrete improvements shall be thoroughly compacted to not less than 90 percent relative compaction in conformance with ASTM D 1557. The surface of the subgrade after compaction shall be hard, unyielding, uniform, smooth, self- draining, and true to grade and cross-section.
- C. All soft material which will not compact readily and all unstable material shall be removed in conformance with the Section entitled "Roadway Excavation," in PART 3 of Section 312000, "Earthwork." All materials for subgrade replacement shall be in conformance with the written recommendations of the Geotechnical State's Representative.
- D. Subgrade preparation and compaction and determination of subgrade stability shall be performed under the observation of the State's Representative. In no case shall lime or cement treatment be used to stabilize subgrade.
- E. Finish subgrade shall be within the tolerances established in Section 19-1.03, "Grade Tolerances," of the Caltrans Standard Specifications.

3.5 AGGREGATE SUBBASE

Asphalt Pavement Base and Surface Treatments

- A. Aggregate subbase shall be spread and compacted in conformance with Section 25, "Aggregate Subbases," of the Caltrans Standard Specifications unless modified by this Section. Finished aggregate subbase shall have a minimum thickness as shown on the Drawings and shall not vary more than 0.08 foot above or below the established grade. The aggregate subbase shall be compacted to 95 percent relative compaction in conformance with ASTM D 1557. The surface of the aggregate subbase after compaction shall be hard, unyielding, uniform, smooth, self-draining, and true to grade and cross-section.

3.6 AGGREGATE BASE

- A. Aggregate base shall be spread and compacted in conformance with Section 26, "Aggregate Bases," of the Caltrans Standard Specifications for Class 2 Aggregate Base. Finished aggregate base shall have the minimum thickness as shown on the Drawings and shall not vary more than 0.05 foot above or below the established grade. The aggregate base shall be compacted to 95 percent relative compaction in conformance with ASTM D 1557. The surface of the aggregate base after compaction shall be hard, unyielding, uniform, smooth, self-draining, and true to grade and cross-section.

3.7 TACK COAT

- A. The Contractor shall be responsible for the proper use of tack coats and shall be in conformance with applicable regulatory requirements.
- B. Tack Coat or Paint Binder

Prior to placement of asphalt concrete a tack coat or paint binder shall be applied to existing paved and vertical surfaces where new asphalt concrete is to be placed on or against existing pavement at an approximate total rate from 0.02 gallon to 0.10 gallon per square yard to all areas receiving asphalt concrete. The exact rate of application will be determined by the State's Representative. Care shall be taken to prevent over application of tack coat material onto finish surfaces that will not be in contact with the new asphalt concrete pavement.

3.8 ASPHALT CONCRETE BASE REPAIR

- A. Existing failed roadway sections shall be excavated to the limits as marked in the field and/or as shown on the Drawings. During base repair operations streets shall not be closed to traffic, but temporary traffic controls shall be implemented in conformance with the Division 1, General Requirements.
- B. The Contractor shall not excavate more area than he is capable of paving within the same working day. At the end of each working day all open street excavations

must be either backfilled and compacted to within one inch below existing finish grade, or covered with steel plating in conformance with Section 312300, "Utility Earthwork" in order to allow use by public traffic.

- C. On residential streets, excluding truck routes and bus routes, requiring an asphalt concrete overlay, a minimum depth of 4 inches of pavement structural section shall be cut out, removed and replaced with asphalt concrete. On residential streets, excluding bus routes, not requiring an asphalt concrete overlay a minimum depth of 6 inches of structural pavement section shall be cut out, removed and replaced with asphalt concrete.

On all other streets, including truck routes and bus routes, the depth of removal of the pavement structural section shall be as shown on the Drawings or as determined by the State's Representative.

Where soft or unsuitable materials are encountered, additional excavation and/or remediation will be required as determined by the State's Representative.

- D. For CA State Parks owned traffic signals where traffic signal detector loops are present, the Contractor shall notify the State's Representative a minimum of 48 hours prior to beginning asphalt concrete base repair work. For Caltrans traffic signals the Contractor shall notify Caltrans in conformance with Caltrans requirements.
- E. Cutting of Existing Pavement Structural Section: All final cuts in asphalt concrete shall be straight, clean, and vertical for the full depth of the cut. Additional areas shall be cut out when determined by the State's Representative that the edge of the asphalt concrete pavement to remain is loose, depressed, or potentially unstable. Cutting of the existing pavement structural section shall be done by one of the following options:
1. Longitudinal cuts may be wheel-cut but shall be discontinued if the State's Representative determines that excessive breakage or deflection of the adjacent pavement to remain is occurring.
 2. On streets that are to receive an asphalt concrete overlay as a part of the work a jack-hammer, sawcutter or grinder may be used.
 3. All other cuts shall be made by saw-cutting or grinding.
- F. The asphalt concrete material removed shall become the property of the Contractor and shall be disposed of in a legal manner.
- G. After removal of the asphalt concrete, the existing base or subgrade shall be shaped to conform to the cross slope or crown of the street, and a minimum of the top 6 inches re-compacted to 95 percent relative compaction in conformance with ASTM

Asphalt Pavement Base and Surface Treatments

D 1557.

- H. The vertical edges of the excavated paving repair area shall be treated with a tack coat. Care shall be taken to prevent over application of the tack coat material onto finish surfaces that will not be in contact with the new asphalt concrete pavement.
- I. Asphalt concrete for pavement repair sections shall be placed in a minimum of 2 lifts and shall be spread and compacted in the number of layers and thicknesses in conformance with Section 39-6.01, "Spreading and Compacting," of the Caltrans Standard Specifications.
- J. The finish grade of the new asphalt concrete pavement shall be flush with the adjacent existing pavement and shall conform to cross slope or crown of the street. Variances of more than zero to 1/8 inch above the existing pavement grade will not be allowed. Asphalt concrete base repairs that are out of tolerance with existing pavement shall be ground down or removed and repaved.

3.9 PAVEMENT CRACK SEALING

- A. Prior to overlaying existing pavements, crack sealing operations shall be performed in accordance with the following:
 - 1. Crack sealing shall be performed on all pavement cracks 1/4-inch wide or wider. Cracks between a 1/4-inch and a 1/2-inch wide shall be routed to a depth and width of 1/2-inch prior to sealing.
 - 2. Crack sealing shall be performed after any required pavement repair or grinding operations and prior to placing flexible pavement coatings, pavement reinforcing fabric, or overlay.
 - 3. Immediately prior to performing crack sealing, the cracks shall be cleaned by the use of high- pressure compressed air such that all vegetation, dirt, and other objectionable materials are removed. The compressed air shall be filtered of moisture and oils. Under damp conditions, a hot compressed air lance shall be utilized to dry the cracks as well.
 - 5. Sealant material shall conform to the provisions of PART 2 "Products" of this Section and shall be applied at the temperature and rate recommended by the manufacturer.
 - 6. Sealant shall be applied to a slightly overfilled condition, then struck off with a guide-shoe, plate, or squeegee to produce a band of material 2 inches to 4 inches in width, centered over the crack. On streets to be slurry or seal-coated, strike-off height shall be less than 1/8-inch above the pavement surface.

7. Extensively cracked pavement areas shall not be crack sealed unless specifically directed by the State's Representative. This is necessary to avoid interference with proper adhesion of the flexible pavement coatings, pavement reinforcing fabric, or overlay, and to avoid subsequent asphalt bleeding on the new surface. Where the State's Representative determines excessive coating or thickness of pavement crack sealant by the Contractor, the Contractor shall perform the necessary pavement base repairs to correct the problem prior to placement of any flexible pavement coating, pavement reinforcing fabric, or overlay.
8. Crack seal areas shall be protected from traffic until the material has sufficiently cured and does not track. Any damage or loss of material from freshly placed crack seal material shall be replaced by the Contractor.

3.10 REMOVE AND REPLACE TRAFFIC MARKINGS

- A. Removal and replacement of existing traffic striping, legends, and pavement markers shall be in conformance with Section 321723, "Pavement Markings."
- B. Removal and replacement of traffic striping, legends, and raised pavement markers shall conform to the following scheduling requirements:
 1. Existing traffic striping, legends, and pavement markers shall be completely removed prior to beginning of resurfacing operations. The Contractor shall then either begin said operations within 24 hours of the removal of the existing delineations or shall replace said delineations with painted markings.
 2. Permanent traffic striping, legends, and pavement markers shall be installed no sooner than 2 calendar days nor later than 7 calendar days after the resurfacing has been placed. Raised pavement markers shall be installed no sooner than 7 calendar days no later than 14 calendar days after resurfacing has been placed. Traffic striping, legends, and pavement markers shall be installed in conformance with Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," of the Caltrans Standard Specifications. The layout of permanent traffic striping, legends, and pavement markers shall be approved in writing by the State's Representative prior to installation.

3.11 PAVEMENT GRINDING

- A. Grinding necessary to perform edge and transverse pavement conforms shall be performed on all streets to be overlaid and shall be completed in conformance with Section 42-2, "Grinding," of the Caltrans Standard Specifications and this Section.
- B. Grinding at curbs, gutters, valley gutters, and street intersections shall be in

Asphalt Pavement Base and Surface Treatments

conformance with the Drawings and Standard Details. No grinding shall be performed through an intersection if the cross street is also to be overlaid.

- C. Damage to detector loops at CA State Parks owned traffic signals shall be reported to the State's Representative and repaired by the Contractor at its own expense within 24 hours of disruption of service. If the Contractor fails to repair damaged loops within the specified time the CA State Parks will repair the damage at the Contractor's expense. Damage to detector loops at traffic signals owned by other Agencies shall be repaired in conformance with the appropriate Agency requirements.
- D. All materials removed shall become the property of the Contractor and shall be disposed of in a legal manner. Residue from the grinding operations may be removed from the roadbed by a vacuum sweeper following within 50 feet of the grinding operations. The Contractor shall be responsible for maintaining the street in a clean condition during the course of the grinding operations. All loose materials shall be removed prior to the application of the tack coat.
- E. Areas that cannot be reached with the grinding machine shall be jack-hammered or otherwise removed by hand.
- F. The Contractor shall place temporary asphalt concrete ramps at all grinding limits which abut remaining asphalt pavement surfaces. Temporary asphalt concrete ramps shall be in place the same day as the grinding operation.
- G. Temporary asphalt concrete ramps shall be a minimum of 5 feet in length, extending the entire width of the affected travel way, and shall be sufficiently compacted so as not to deform or ravel.
- H. The Contractor shall maintain temporary asphalt concrete ramps to the satisfaction of the State's Representative and shall completely remove them prior to the application of tack coat.

3.12 SAWCUTTING FOR ROADWAY WIDENING

- A. When removing asphalt pavement in connection with roadway widening the existing asphalt pavement shall be sawcut with a power driven asphalt saw to provide a smooth joint for the new pavement. The Contractor shall sawcut the pavement before any pavement excavation to avoid damage to the pavement section to remain.

3.13 PAVEMENT PULVERIZATION AND RESHAPING & COMPACTION OF BASE MATERIAL

- A. On public works projects when specifically required on the Drawings, the

Contractor shall pulverize the existing pavement to the limits shown on the Drawings, or as otherwise directed by the State's Representative, using specialized mechanized equipment capable of pulverizing asphalt concrete into a uniform gradation of not more than 1-1/2 inch maximum size. The equipment shall also be capable of capturing and containing airborne dust particles in an appropriate manner as to conform to the dust abatement requirements of the Specifications.

- B. The Contractor shall pulverize the existing pavement until the maximum size of the asphalt concrete is not more than 1-1/4 to 1-1/2 inches and mix it with the underlying top two inches of base material.
- C. The Contractor shall reshape and compact the combined mixture as a new base for the thickness of asphalt concrete shown on the Drawings. The street section shall be reshaped to a cross-slope of 2.0% minimum to 5.0% maximum as approved by the State's Representative. The Contractor shall compact the base to a minimum relative compaction of 95% with a two-axle steel drum roller weighing not less than eight tons nor more than ten tons. Compaction will be determined from a moisture-density curve performed on the mixed material to determine the optimum moisture for compaction.
- D. Should pulverization operations produce an excess of material which cannot be reshaped and compacted to meet the necessary cross-slope, the excess material shall become the property of the Contractor and shall be disposed of in a legal manner.
- E. The Contractor shall be responsible for maintaining the street in a clean condition during the course of the pulverization operations. Surrounding traffic and pedestrian areas shall be swept and maintained free of loose material and debris at all times and residue from the pulverization operations shall be removed from the surrounding improvements by the end of the workday.
- F. Areas that cannot be reached with the pulverization machine shall be jack-hammered or otherwise removed by hand.
- G. Pulverization operations shall not precede pavement overlay operations by more than three calendar days, unless otherwise approved in writing by the State's Representative.
- H. The Contractor shall place temporary asphalt concrete ramps at all pulverization limits which are to conform to remaining asphalt pavement surfaces. Temporary asphalt concrete ramps shall be in place the same day as the pulverization operation.
- I. Temporary asphalt concrete ramps shall be a minimum of 5 feet in length, extending the entire width of the affected travel way, and shall be sufficiently compacted so as not to deform or ravel.

Asphalt Pavement Base and Surface Treatments

- J. The Contractor shall maintain temporary asphalt concrete ramps to the satisfaction of the State's Representative and shall completely remove them prior to the application of tack coat.

3.14 PAVEMENT REINFORCING FABRIC / CRACK-RETARDING MASTIC MEMBRANE

- A. Placement of pavement reinforcing fabric and mastic membrane, including application of tack coat shall be in conformance with Section 39-4, "Subgrade, Prime Coat, Paint Binder (Tack Coat), and Pavement Reinforcing Fabric," and Section 88, "Engineering Fabrics," of the Caltrans Standard Specifications and this Section.
- B. Prior to placement of tack coat, fabric or mastic membrane, the Contractor shall insure that the existing pavement is clean and free of dirt, water, and vegetation. All cracks shall be cleaned and if necessary, sealed in conformance with this Section. Care shall be taken to prevent the application of tack coat material to surfaces that will not be in contact with the new asphalt concrete pavement.
- C. Placement of pavement reinforcing mesh shall be in conformance with the manufacturer's recommendations as approved by the State's Representative and this Section. The surface temperature before laying the mesh shall be between 40 degrees F (5 degrees C) and 140 degrees F (60 degrees C.)
- D. Prior to placing pavement reinforcing mesh, the existing pavement shall be cleaned to provide an adequate surface for the adhesion of the mesh to the satisfaction of the State's Representative and/or manufacturer's representative. The pavement shall be cleaned by sweeping or vacuuming and be free of oil, vegetation, sand, dirt, water, gravel, debris, paint, pavement markers, striping, or rubber, including loose aggregate and fines from level course or finish paving operations.

All cracks shall be cleaned, and if necessary, sealed in conformance with this Section. For direct application of pavement reinforcing mesh on an existing pavement, cracks 1/4-inch and larger shall be filled with crack sealer per this Section. Potholes shall be dug out and filled with hot mix to provide a level surface. Areas with uneven surfaces and/or extensive cracking shall require a leveling course as determined by the State's Representative.

- E. Tack Coat shall be applied by a suitably metered truck with all spray heads adequately adjusted to lay down an even coat. Tack coating for pavement reinforcing fabric or mastic membrane shall be applied per the manufacturer's recommendations. Mastic membrane with self-adhesive backing may be used without tack coat in accordance with the manufacturer's recommendations. Tack coating is not usually required for pavement reinforcing mesh and shall only be applied when recommended by the manufacturer for the specific work. In this application, emulsion type tack coating must be cured before placement of the

reinforcing mesh.

- F. Fabric placement equipment shall be mechanized and shall be capable of handling full rolls of material and of laying the fabric without forming excessive wrinkles and/or folds in conformance with the manufacturer's recommendations for installation. Manually laying the fabric shall only be allowed in small areas not practical for mechanical equipment.
- G. Mesh laid by mechanical means or by hand must be under sufficient tension to eliminate ripples. Should ripples occur, these must be removed by pulling the grid tight or in extreme cases, by cutting to the manufacturer's recommendations and lying it flat. Transverse joints shall be lapped in the direction of the paver by a minimum of 4 inches. Longitudinal joints shall be 1-2 inches overlapped.
- H. Fabric or mesh shall not be placed within the grinding limits unless placed on a level course first or as otherwise directed by the State's Representative. Normally mesh placement shall end one foot before the grind at pavement conforms and one foot before vertical butt transitions.
- I. Mastic membrane shall be rolled with a static drum roller or rubber tire pneumatic roller or as recommended by the manufacturer.
- J. Pavement reinforcing mesh shall be rolled with a rubber coated roller or pneumatic tire roller, to activate the self-adhesive. Tires must be clean to avoid pick up of the mesh. A pneumatic tire roller or tractor installer with pneumatic tire roller assembly shall adhere the mesh to the surface. A vehicle with rubber tires may be used to adhere reinforcing mesh to existing surface if approved by the manufacturer. The Contractor shall not pave if adequate adhesion is not achieved first.
- K. The Contractor shall neatly cut the reinforcing material around all utility structures and monuments prior to placing pavement overlay.
- L. Construction and emergency vehicles may run across the reinforcing material after being rolled with the insurance that precautions are taken to avoid damage caused by turning and braking. The material must also be kept clean of mud, dust and debris. Damaged sections shall be removed and patched to the manufacturer's printed recommendations, taking care to completely cover the damaged area.
- M. In areas of localized bleeding of tack coat through the fabric, the Contractor shall spread asphalt concrete over the area to prevent pick-up or lifting of the fabric.
- N. The Contractor shall not place more fabric, mastic or mesh than can be covered with a minimum of 1-1/2 inches of hot asphalt concrete mix and compacted on the same working day.

Asphalt Pavement Base and Surface Treatments

- O. All Pavement fabric, mastic, or mesh shall be stored, as per the manufacturer's recommendations, in a dry covered condition free from dust, dirt, and moisture.

3.15 ASPHALT CONCRETE OVERLAY OR PAVEMENT STRUCTURAL SECTION

- A. Surface preparation for asphalt concrete overlay on existing asphalt concrete surfaces shall include removal of all traffic striping and legends, raised pavement markers, and all grinding, patching, and sweeping.
- B. Application of a prime coat and/or tack coat shall not occur until all surface preparation has been performed.
- C. Asphalt concrete shall be spread and compacted on the prepared base or existing asphalt concrete in conformance with the lines, grades and dimensions shown on the Drawings and in conformance with Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications.
- D. Spreading and compaction equipment and methods shall be in conformance with Sections 39-5, "Spreading and Compacting Equipment," and 39-6, "Spreading and Compacting," of the Caltrans Standard Specifications and this Section. The State's Representative may, at its option, call for continuous and/or random testing of asphalt concrete compaction. Asphalt concrete shall not be placed or stockpiled in windrows when the underlying layer or surface is frozen, or when, in the opinion of the State's Representative, weather conditions will prevent the proper handling, finishing, or compaction of the asphalt concrete.

Spreading by use of motor graders will not be allowed unless approved in writing by the State's Representative.

- E. The finished grade shall be flush with the adjacent existing pavement, shall conform to the cross slope or crown of the street, and shall be within the tolerances of the "straightedge" test as defined in Section 39-6.03, "Compacting," of the Caltrans Standard Specifications. The Contractor shall be responsible for all damage to fresh surfacing until it is ready for use by public traffic. Damaged areas shall be repaired to the satisfaction of the State's Representative.
- F. Asphalt concrete for new pavement structural sections shall be placed in a minimum of 2 lifts and shall be spread and compacted in the number of layers and thicknesses in conformance with Section 39- 6.01, "Spreading and Compacting," of the Caltrans Standard Specifications.
- G. The depositing, distribution, and spreading of each lift of the asphalt concrete shall be accomplished in a single, continuous operation.
- H. All utility structures and monuments shall be marked for reference in at least 2

directions by the Contractor prior to placing the asphalt concrete. Said reference marking shall be made using a temporary removable water based marking chalk. The Contractor shall be responsible for the complete removal of all such reference markings after the completion of raising utility structures and monuments to grade.

- I. Fog sealing of new asphalt concrete structural sections will not be allowed.

3.16 ASPHALT CONCRETE UTILITY CUT PAVEMENT REPLACEMENT

- A. Preparation of Existing Asphalt Concrete Pavement: The existing asphalt concrete pavement shall be sawcut 12 inches past the edge of the trench to provide a smooth joint for the new pavement. The Contractor may sawcut the pavement before excavating the trench to facilitate the removal of the pavement. In addition, the Contractor shall sawcut and remove any irregular or damaged pavement along the open trench as directed by the State's Representative before placing new asphalt concrete pavement.
- B. Placement of asphalt concrete shall be in conformance with this Section, except that the number of layers and thicknesses shall be as shown on the Drawings.

3.17 ADJUST IRON CASTINGS TO GRADE

- A. All Iron Castings shall be set to finish grade after placing the asphalt concrete. The adjustment of structures and monuments to grade shall be in conformance with Section 15-2, "Miscellaneous Highway Facilities," of the Caltrans Standard Specifications and this Section.
- B. Adjustment rings will not be allowed.
- C. When streets are overlaid unless deemed unsuitable by the State's Representative, existing frames and covers shall be salvaged and re-used. All iron castings damaged during construction shall be replaced by the Contractor with new iron castings at the Contractor's expense. Replacement iron castings for CA State Parks utility structures shall be replaced in conformance with the appropriate technical section. Replacement iron castings for other Agency utility structures shall be replaced in conformance with the appropriate Agency requirements.
- D. All water valve covers shall be exposed on the same day in which they are covered by resurfacing operations.
- E. All maintenance hole covers shall be raised no later than 5 working days after resurfacing is placed, and shall be patch-paved with asphalt concrete within 5 working days after being raised.
- F. Tops of frames shall be set within to zero to 1/8-inch above finish grade. Frames

Asphalt Pavement Base and Surface Treatments

which do not meet this tolerance shall be re-adjusted by the Contractor at its own expense.

- G. After adjusting frames Contractor shall insure all covers are removable and seat properly when replaced. For new iron castings the new covers shall not rock.
- H. Hand mixing of concrete for use in raising iron castings to grade will be allowed. Concrete shall be placed and thoroughly consolidated in conformance with Section 321300, Concrete Surface Improvements.
- I. Asphalt concrete patch paving shall be fine asphalt concrete placed over a tack coat. Patch paving may be placed by hand using a vibratory plate compactor or roller in conformance with this Section.

3.18 PAVEMENT FLOOD TESTING

- A. Flood testing of asphalt pavement must be made prior to the placement of striping and legends. The State's Representative must be present to witness the flood tests. The Contractor shall notify the State's Representative a minimum of 3 working days prior to the flood test.
- B. The Contractor shall repair any areas which are damaged or in which excessive ponding occurs. Excessive ponding is defined as areas in which water stands more than 3/16-inch in depth. Any areas requiring remedial overlay shall be prepared by grinding the pertinent area as defined by the State's Representative and placing fine asphalt concrete patch mix over a tack coat. The corrective work shall be done prior to the placement of striping and legends.

END OF SECTION 321000

SECTION 321216

ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes asphalt paving, patching, and pavement markings.
- B. Existing manholes and valve boxes in newly paved areas shall be adjusted to grade.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by State's Representative, of approval of each job mix proposed for the work.
- C. Material certificates of compliance for each type of asphalt binder indicated.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: The Contractor shall furnish asphalt in conformance with Caltrans' "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>

- B. The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or damp or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 50 deg F.
 - 2. Asphalt Concrete: Minimum surface temperature of 50 deg at time of placement.

Section 321216 – Page 2
Hot-Mix Asphalt Paving

- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Aggregates shall conform to the ½-inch maximum, medium grading, Type A, specified in Section 39-2.02 of the Caltrans Standard Specification.

2.2 ASPHALT MATERIALS

- A. Supply the type of asphalt binder for the following applications:
1. For hot-mix asphalt paving, patching, paving overlay: 64-10
 2. For AC dikes: PG 70-10
- B. Asphalt Binder shall conform to the following:

Property	AASHTO TEST METHOD	PG 64-10	PG 64-16	PG 64-28	PG 70-10
ORIGINAL BINDER					
Flash Point Minimum °C	T48	230	230	230	230
Solubility Minimum %	T44	99	99	99	99
Viscosity @ 135°C Maximum, Pa·s	T316	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp at 10 rads/s, °C Min G*/sin (delta), kPa	T315	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test Mass Loss, Max, %	T240	1.00	1.00	1.00	1.00

RTFO TEST AGED BINDER					
Dynamic Shear Test Temp at 10 rads/s, °C Min G	T315	64 2.20	64 2.20	64 2.20	70 2.20
Ductility @ 25 °C Min, cm	T51	75	75	75	75
PAV Aging, Temp °C	R28	100	100	100	110
RTFO TEST AND PAV AGED BINDER					
Dynamic Shear Test Temp at 10 rads/s, °C Min G	T315	31 5000	28 5000	22 5000	34 5000
Creep Stiffness Test Temp, °C Max S-value, MPa Max M-Value	T313	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

2.3 BASE MATERIALS

A. Aggregate Base: Class 2, conforming to the requirements of Caltrans Standard Specifications Section 26, "Aggregate Bases".

2.4 TACK COAT

A. The Tack coat shall be SS-1, SS-1H, CSS-1, or CSS-1H asphalt emulsion diluted with an equal part of water

2.5 RASING MANHOLES AND VALVE BOXES

- A. The existing frames and covers may be reused unless damaged.
- B. The shape and size of the raising devices shall match the existing frame and be as stable and strong as the existing installation.

2.6 MIXES

Section 321216 – Page 4
Hot-Mix Asphalt Paving

- A. Hot-Mix Asphalt: Asphalt concrete shall be produced at a central mixing plant in conformance with Section 39-3 of the Caltrans Standard Specifications.

PART 3 - EXECUTION

3.1 COLD MILLING

- A. Where shown on the plans, clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to a depth of 1-1/2 inches or grades and/or cross sections indicated.

3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: saw cut perimeter of patch a minimum of one-inch in depth and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd..
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

- A. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- B. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd..

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillage and clean affected surfaces.

3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 1. Spread mix at minimum temperature of 250 deg F (121 deg C).
 2. 3" AC new surface maximum.
 3. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips one half of the roadway width but not less than 10 feetwide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

Section 321216 – Page 6
Hot-Mix Asphalt Paving

1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- F. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 1. Base Course: Plus or minus 1/2 inch.
 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 1. Base Course: 1/4 inch
 2. Surface Course: 1/8 inch

3.7 PAVEMENT MARKING

- A. General: Pavement marking shall include new in-kind striping for all existing and/or new pavement or at locations shown on the plans or striping that will be removed or covered due to new improvements.
- B. Do not apply pavement-marking paint until layout, colors, and placement have been verified with State Representative.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of equal dimension of existing, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6 lb/gal..

3.8 INSTALLATION OF RAISING MANHOLES AND VALVE BOXES

- A. After paving is completed, remove new surfacing from over and around the installation.
 - 1. Minimum depth – 2 inches.
 - 2. Maximum width – 4 inches beyond existing installation.
- B. The final elevations shall match the new finished surface.

3.9 DISPOSAL

- A. Disposal of debris in accordance with Section 0080400 – Disposal of Refuse.

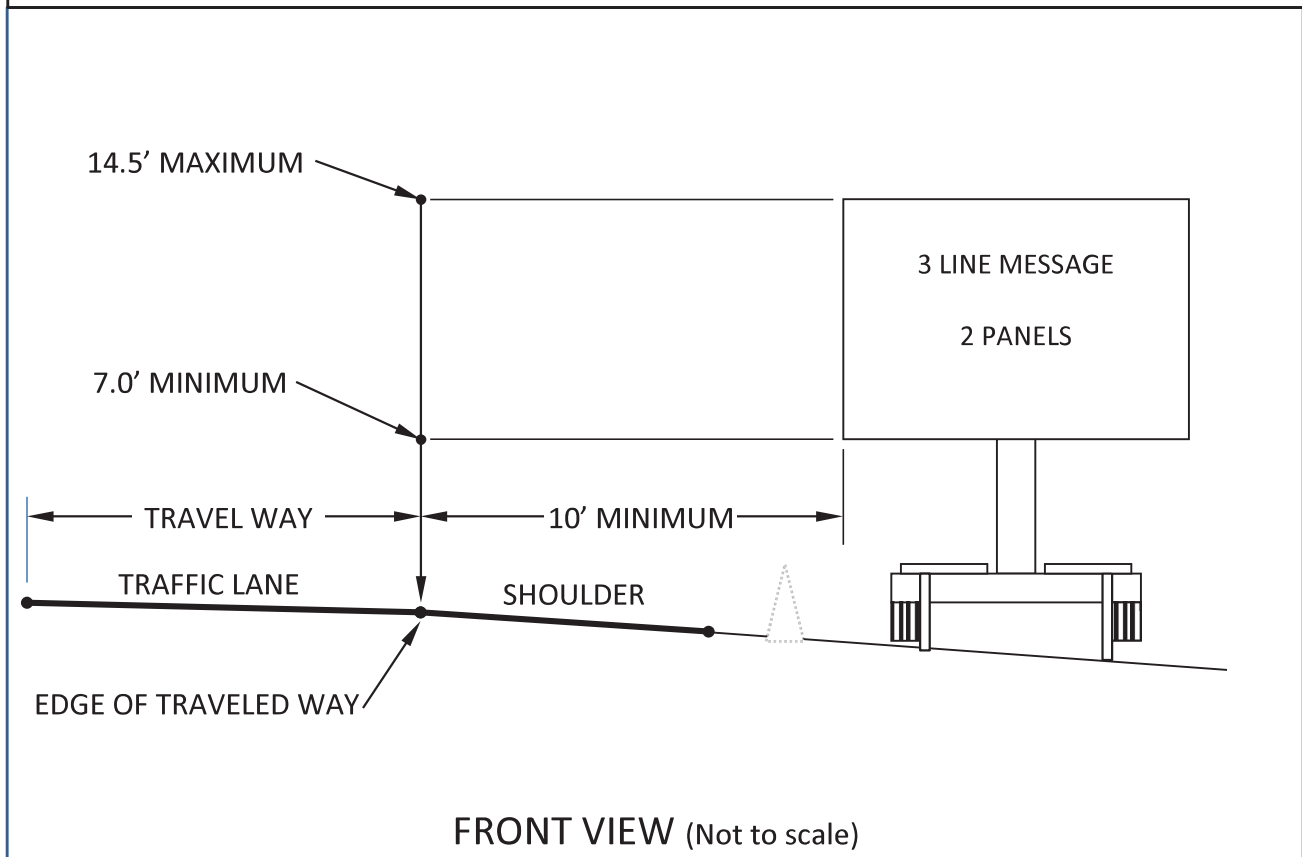
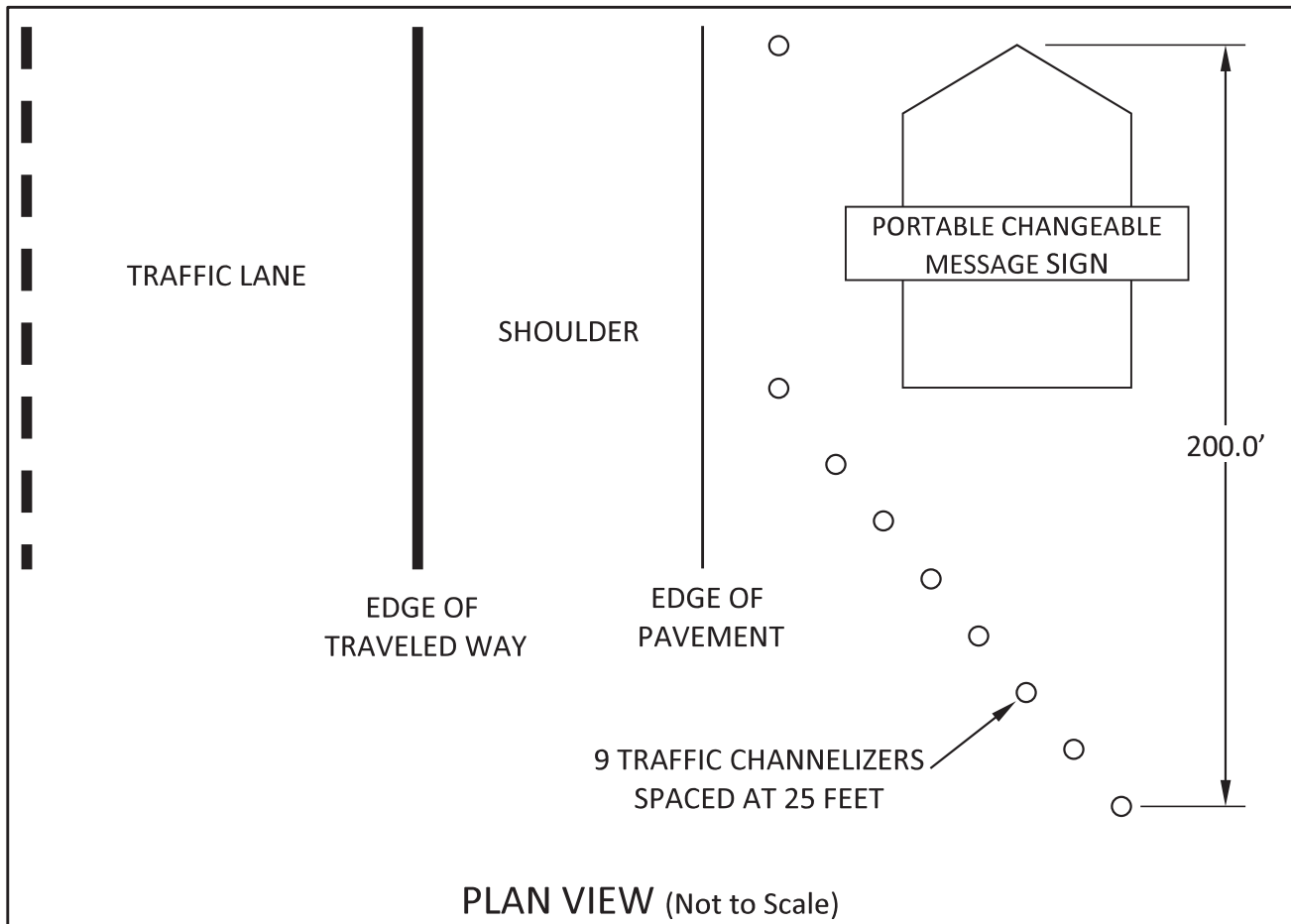
END OF SECTION 321216

APPENDIX A

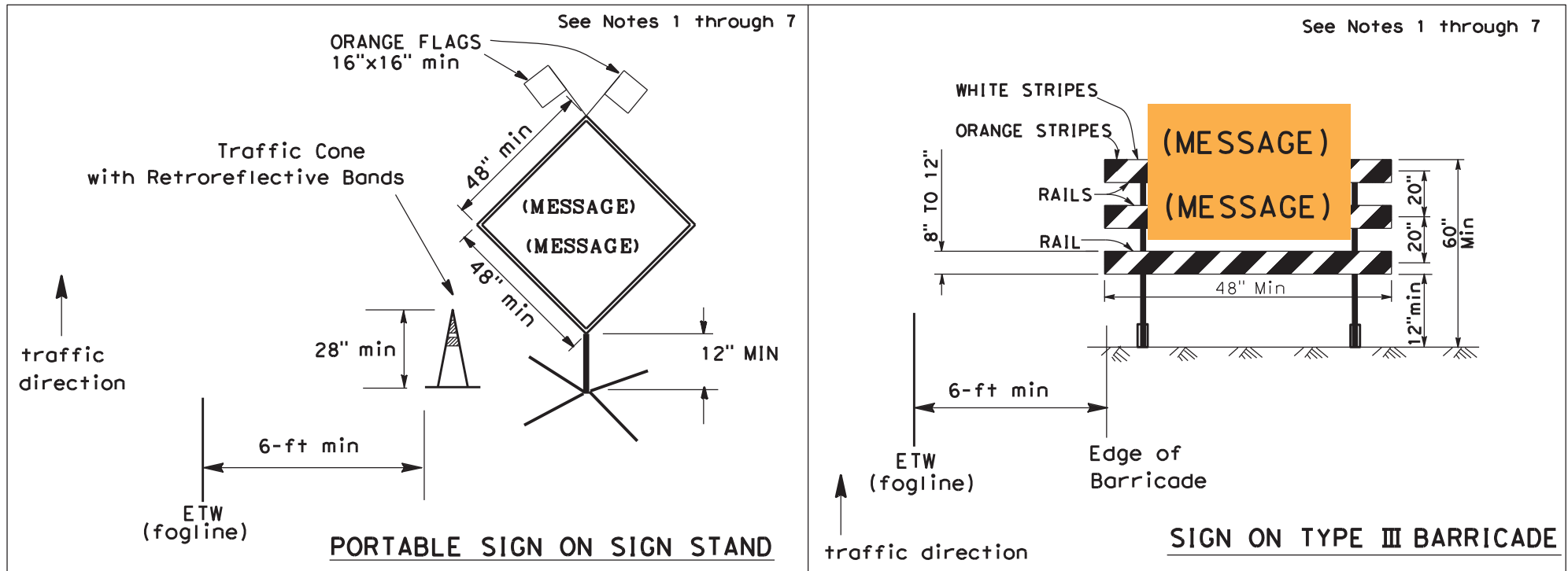
ESTERO BLUFFS SP

Villa Creek Estuary Enhancement

TYPICAL PORTABLE CHANGEABLE MESSAGE SIGN PLACEMENT



TYPICAL TEMPORARY SIGN SUPPORTS DETAILS



NOTES

(REV. 3/18/2016)

1. Maintain a 4-foot minimum clearance on sidewalks at all times and a minimum 5-foot clearance adjacent to a drop off, such as a curb face or gutter.
2. Signs shall not interfere with the visibility of other existing signs.
3. Sign supports must be NCHRP Report 350 eligible or MASH (Manual for Assessing Safety Hardware) crashworthy. Information on NCHRP Report 350 eligible devices can be found at:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/workzone_pdmnu.cfm
Information on MASH can be found at:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/ctrmeasures/mash/
4. Sign message, color, shape, and size must conform to the current Caltrans Standards Specifications and current CA MUTCD (California Manual on Uniform Traffic Control Devices). (i.e. Rectangular or diamond shape)
Information on Caltrans Sign Specifications can be found at:
<http://www.dot.ca.gov/hq/traffops/engineering/control-devices/specs.htm>
5. Signs mounted on Type III barricades shall not cover the bottom rail.
6. Sign stands should be weighted down per the stand manufacturer's recommendations. (i.e. sand/gravel bags)
7. Signs to be placed for more than 3 consecutive days, shall be post mounted per Caltrans Standard Plans RS1 through RS4.